remix

Remix Proposal for Lexington, KY

For: Scott Thompson, Lexington, KY
Date: December 16th 2020
By: Remix Software, Inc.
Matthew Guichard

remix

About Remix

Our vision is to empower cities to manage all aspects of transportation and create equitable, safe, and accessible outcomes.

Remix is the only company that brings together the complete transportation picture in a single software platform. We build products that help cities develop the best transportation outcomes for their communities. The company was founded in 2014 out of Code for America, and has partnered exclusively with government agencies since its founding.

Our technology enables you to see your data in one place, plan a holistic network, and build consensus across stakeholders. Remix focuses on technology and expertise that enables transportation professionals to do their best work through easy-to-use, visual tools to analyze and design more livable cities, where multiple modes of transportation can thrive.

Over 325 governments around the world leverage Remix's transportation platform. We bring the unique expertise of working directly with over 4,000 transit planners to build a cloud-based software platform that helps local governments build more livable communities.

Product Overview

The core data platform enables three distinct workflows for transportation professionals and decision-makers, powered by open data and open source tools. By pulling data insights into the planning process, local governments can design better transportation networks, safer, more multimodal streets, and seamless integration between public and private transportation.

EXPLORE

Access and visualize all of your transportation data first

Gather context and explore problems through quick insights for custom-drawn and existing geographical boundaries

TRANSIT PLANNING + SCHEDULING

Plan transit from vision through implementation

Design, evaluate, and collaborate all in one place - from a small detour to a full system redesign, and everything in between. Once your plan is set, take your vision through to blocking, runcutting, and rostering.

STREET DESIGN

Design streets for the multimodal city

Explore new street design concepts, use data to inform decisions, and move your ideas forward, faster.

SHARED MOBILITY

Understand the impact of new modes

Coordinate shared mobility programs with partners to accomplish your safety, equity, and sustainability goals.

Remix + Lexington: Bringing Together the Transportation Picture

The Remix Platform is designed to bring together cities and transit agencies to leverage innovative technology for the changing transportation landscape. With a planning, design, and data lens, governments will benefit from the culmination of 325+ government best practices, and in turn become influential across data standard practices, policy and program design, and technology that considers the holistic transportation picture.

Specifically, with Remix's technology, cities will be able to take advantage of combined decades of expertise across policy, engineering and product, and transportation sectors. Remix's team of 65+ will allow a tailored approach to each city, and rapid product development.

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Prepared for Scott Thompson. By Matthew Guichard, Remix (matthew.guichard@remix.com). Date: 16 Dec 2020

What do I get with a Remix Mobility License?

A full mobility management platform for your entire city staff. It's an annual subscription for unlimited users, and includes:

- Vehicle location ground truth and metrics: view dockless vehicle location and filter based on vehicle status, service provider, vehicle type, and geographic zone
- Fleet distribution and trends via heatmap views
- Understand the most popular spots in your city rider dropoff and deployment to inform parking zones
- Set fleet cap and equity zone regulation and compliance rules to monitor over the course of your mobility program
- Geofence policy zone creation: create zones to restrict or encourage parking/riding in specific geographic areas within your city
- Trip path visualization by segment across your city based on the average daily usage based on a monthly average
- Bike network analysis: Compare trip paths compared to current bike infrastructure to quickly identify key corridors of risk
- Trip origin and destination: Understand where dockless trips start and end, based on custom geographic areas
- Overall program metrics: utilization, total trips per day, average distance, average duration
- Docked bikeshare support and key station metrics
- Exports to CSV for further analysis

Customer support?

Our Success Team brings years of design experience and works with you to develop a customized Success Plan. Each plan has three parts:

1. Onboard (First 60 Days): Identify a first project and work on it together.
   - Workshops, Project-Assisted Training, Individual Sessions, Video Guides

2. Plan (Months 2+): Bring your plans to life with Remix.
   - Regular Check-ins, Best Practices Blog, Remix Webinars, Remix Conference

3. Measure Results (Months 6+): Document your return on investment (ROI).
   - Develop ROI Report, Set Yearly Goals, Manage Renewal, Plan Ahead

Technical requirements?

Remix is entirely web-based and software-as-a-service (SaaS).

- Everything is in the cloud -- no installations or downloads. Can access from anywhere.
- Every user gets a login + password
- Remix works on the latest version of any browser
- Agency-wide annual subscription -- no maintenance fees.

What do I get with a Remix Streets License (Optional)?

A full street design platform for your entire city staff. It's an annual subscription for unlimited users, and includes:

- Drag and drop editing, with an easy-to-learn graphic interface
- Satellite, topographic, and sketch view to support sketching existing conditions
- Sketch abilities for street design in plan and cross section view
- Ability to sketch out multiple lane types: vehicle, turn lanes, bike lanes, bus lanes, pedestrian infrastructure, crosswalks, and more
- On the fly editing of right of way widths and curb-to-curb widths, including lane measurements
- Comment, call-out, and labeling features for public engagement and sharing
- Custom street elements to visualize concepts (signs, lane symbols, street furniture, etc.)
- Editable street grid to modify or add existing street segments or intersections
- Capacity estimates to approximate free flow capacity of each lane type
- Unlimited custom data layers (polygon-based shapefiles)
- Public engagement and share features
- Consistent and regular product improvements / feature launches
- Export to CAD

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- Agency-wide annual subscription -- no maintenance fees.

Remix Services Agreement for City of Lexington

This Services Agreement ("Agreement") is entered into between Remix, Inc., a Delaware corporation ("Company"), and [Lexington, KY] ("Customer") and will become effective when it is executed by authorized representatives of both parties (the "Effective Date").

Scope of Services & Terms

Prepared for Scott Thompson, Lexington, KY. By Matthew Guichard, Remix (matthew.guichard@remix.com). Date: 16 December 2020	
Effective Date	March 1st 2020
Commitment Term	1 Year + 1 Option Year
Remix Mobility License	~~$10,000 USD per year~~ **Strategic Enterprise Platform Pricing** **$2,500 USD per year if executed on or before** 1/30/21 Includes: • Access to Remix Mobility • Remix licenses for an unlimited number of users within Lexington, KY • Enhanced data visualization and analysis • Software as a Service (SaaS): fully hosted, cloud-based web platform • Dedicated Customer Success staff; Premium Enterprise Support: response to requests in 1 business day
Optional Add-on: Remix Streets and Explore Data	*Option to add-on **Remix Streets and Explore Data** platforms at any point during the first year of the contract for **$27,000 USD for one year.***
Implementation Fee	~~$2,500 USD for 1 year~~ **Waived with contract execution by 2/28/21** • Provide onboarding and training for all staff. • Create user accounts • Calibrate and upload key datasets
Marketing Terms	Willingness to work with Remix to develop a case study, mutually agreeable press release, ability to use Customer as a reference.

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This Agreement incorporates the attached Terms and Conditions ("Terms"). In the event of a conflict or inconsistency between the Terms and this Agreement, the Terms will control, except to the extent that this Agreement expressly states that it supersedes specific language in the Agreement. Capitalized terms not otherwise defined herein will have the meaning ascribed to them in the Agreement.

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

Lexington, KY   **Remix Software, Inc.**

Signature: _____   **Signature:** _____

Name: _____   **Name:** _____

Title: _____   **Date:** _____   **Title:** _____   **Date:** _____

Billing Contact Name: _____   **Email:** _____   **Phone:** _____

Contact Us

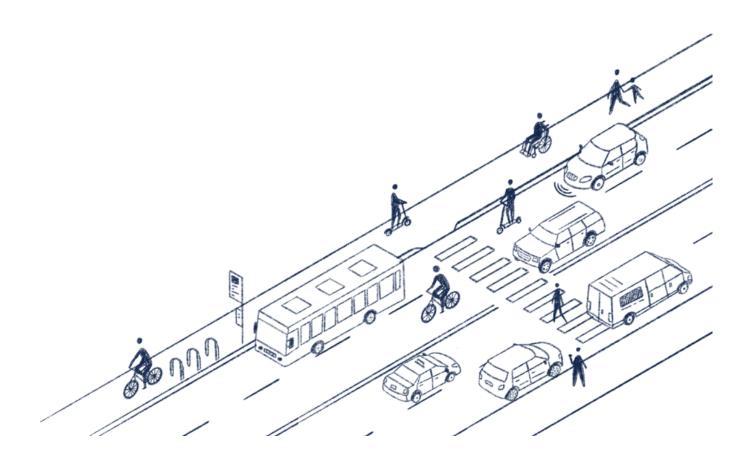## We love discussing all things cities and transportation.

If you have questions about this proposal, please reach out to us at:

Matthew Guichard

646.568.9676 | matthew.guichard@remix.com

TEAM INFO

www.remix.com | **team@remix.com**

REMIX TERMS AND CONDITIONS

These Terms and Conditions ("**Terms**", together with an Order Form referencing these Terms, the "**Agreement**"), are entered into between Remix, Inc., a Delaware corporation ("**Remix**"), and the customer identified on the Order Form ("**Customer**"), and are effective as of the date that the Order Form is executed by both parties (the "**Effective Date**").

1.   DEFINITIONS. Capitalized terms will have the meanings set forth in this Section 1, or in the section in which they are first used.

1.1   "**Authorized User**" means each of Customer's employees, agents, and independent contractors who are authorized to access the Remix Solution under this Agreement.

1.2   "**Customer Content**" means any content, data and information provided to Remix by or on behalf of Customer or its Authorized Users for use with the Services, including, without limitation, any Mobility Provider Data. Customer Content does not include Licensed Material or Resultant Data.

1.3   "**Documentation**" means the materials describing the use and operation of the Remix Solution that are made available to Customer on https://help.remix.com/ or such other web page as Remix may designate to Customer from time to time.

1.4   "**Intellectual Property Rights**" means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

1.5   "**Licensed Material**" means reports, results, materials and documentation made available to Customer as part of the Services. Licensed Material does not include the Remix Solution or any component thereof.

1.6   "**Mobility Provider**" means an operator of a transportation or rideshare service or platform that provides or facilitates transportation by train, bus, car, bicycle, scooter or any other mode of transportation and is required to provide transportation related data and information to Customer (or its third party designees) by contract, permit or other applicable ordinance, regulation or law.

1.7   "**Mobility Provider Data**" means any data or other information made available to Remix by a Mobility Provider at the direction, or for the specific benefit, of the Customer, even if Remix's receipt of such information is governed by its own agreement with the Mobility Provider.

1.8   "**Order Form**" means an order form signed by both parties that references this Agreement.

1.9   "**Professional Services**" means professional services provided by Remix to Customer as described in any Order Form (as may be further described in any statement of work).

1.10   "**Remix Solution**" means the Remix software-as-a-service application identified in any Order Form that allows Authorized Users to access certain features and functions through a web interface.

1.11   "**Resultant Data**" means statistics, data, insights, observations, analyses, ideas and other information that does not identify any natural person and is derived from the categorization, modeling or other processing of one (or more) data set(s), including, without limitation, data sets that include Customer Content and data of Remix's other customers.

1.12   "**Services**" means any services provided by Remix to Customer under this Agreement as described in an Order Form, including, but not limited to, provision of the Remix Solution and Professional Services.

2. PROVISION OF SERVICES

2.1   Access. Subject to Customer's payment of the fees set forth in the Order Form ("**Fees**"), Remix will provide Customer with access to the Remix Solution during the Term (as defined below). Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Remix Solution, and notify Remix promptly of any such unauthorized use known to Customer.

2.2   Support Services. Subject to the terms and conditions of this Agreement, Remix will exercise commercially reasonable efforts to (a) provide support for the use of the Remix Solution to Customer, (b) keep the Remix Solution operational and available to Customer, in each case in accordance with its standard policies and procedures, and (c) provide the Service in accordance with the Service Level Terms set out in Exhibit A.

2.3   Hosting. Remix will, at its own expense, provide for the hosting of the Remix Solution, provided that nothing herein will be construed to require Remix to provide, or bear any responsibility with respect to, any telecommunications or computer network hardware required by Customer or any Authorized User to access the Remix Solution from the Internet.

2.4   Privacy and Security. Remix will comply with all privacy and data security laws applicable to it, and use the Customer Content only to provide the Services and as expressly authorized by this Agreement and for no other purpose. Remix will implement administrative, technical, and physical security measures designed to protect the security of Customer Content, including, without limitation, measures no less protective than those described at www.remix.com/security. The parties agree to work together in good faith to amend this Agreement to the extent necessary to comply with privacy and data security laws.

3. INTELLECTUAL PROPERTY

3.1   License Grant. Subject to the terms and conditions of this Agreement, Remix grants to Customer a non-exclusive, non-transferable (except as permitted under Section 13.6) license during the Term (as defined below), solely for Customer's internal business purposes and in accordance with the limitations (if any) set forth in the Order Form, (a) to access and use the Remix Solution and in accordance with the Documentation; and (b) to use and reproduce a reasonable number of copies of the Documentation solely to support Customer's use of the Remix Solution. Customer may permit any Authorized Users to access and use the features and functions of the Remix Solution as contemplated by this Agreement, provided Customer remains responsible for compliance by such individuals with all of the terms and conditions of this Agreement, and any use of the Services by such individuals is for the sole benefit of Customer.

3.2   Restrictions. Customer will not, and will not permit any Authorized User or other party to: (a) allow any third party to access the Remix Solution, Licensed Material or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the Remix Solution, Licensed Material or Documentation; (c) sublicense, lease, sell, resell, rent, loan, distribute, transfer or otherwise allow the use of the Remix Solution or Documentation for the benefit of any unauthorized third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) or nonpublic APIs of the Remix Solution, except as permitted by law; (e) interfere in any manner with the operation of the Remix Solution or the hardware and network used to operate the Remix Solution; (f) modify, copy or make derivative works based on any part of the Remix Solution or Documentation; (g) access or use the Remix Solution to build a similar or competitive product or service; (h) attempt to access the Remix Solution through any unapproved interface; or (i) otherwise use the Remix Solution, Licensed Material, or Documentation in any manner that exceeds the scope of use permitted under Section 3.1 or in a manner inconsistent with applicable law, the Documentation, or this Agreement. Customer acknowledges and agrees that the Remix Solution will not be used, and is not licensed for use, in connection with any of Customer's time-critical or mission-critical functions. Customer will not remove, alter, or obscure any proprietary notices (including copyright and trademark notices) of Remix or its licensors on the Licensed Material or any copies thereof.

3.3   Ownership. As between the parties, the Customer Content, and all worldwide Intellectual Property Rights in it, is the exclusive property of Customer. All rights in and to the Customer Content not expressly granted to Remix in this Agreement are reserved by Customer. As between the parties, the Remix Solution, Licensed Materials, Documentation and Resultant Data, and all worldwide Intellectual Property Rights in each of the foregoing, are the exclusive property of Remix and its suppliers. All rights in and to the Remix Solution, Licensed Materials, Documentation and Resultant Data not expressly granted to Customer in this Agreement are reserved by Remix and its suppliers.

3.4   **License to Licensed Material.** Subject to the terms and conditions of this Agreement, Remix grants Customer a non-exclusive, non-transferable (except as permitted under Section 13.6), non-sublicensable, royalty-free and fully-paid   license to use Licensed Material solely for Customer's internal business purposes and, where Customer is a governmental body, to publicly display the Licensed Material as reasonably necessary to exercise its official authority or fulfill its legal obligations, including, without limitation, to solicit public comment on information contained in Licensed Material.

3.5   **License to Customer Data; Resultant Data.** Customer grants Remix a non-exclusive, worldwide, non-transferable (except as permitted under Section 13.6), non-sublicensable (except to permitted subcontractors under Section 13.10), royalty-free and fully paid license to (a) use the Customer trademarks, service marks, and logos as required to provide the Services; (b) to use, host, store, create derivative works from, communicate, distribute and publicly display the Customer Content as required to perform the Services and improve the Remix Solution; and (c) analyze the Customer Content, combine Customer Content with other data and create Resultant Data, including, without limitation, by utilizing machine learning applications. Customer acknowledges that the value of the Remix Solution to Customer and Remix's ability to provide it in accordance with this Agreement are contingent on Remix's ability to operate and improve the Remix Solution based on what it learns from the Resultant Data generated in the course of delivering the Remix Solution to all Remix customers.

3.6   **Open Source.** Certain items of software may be provided to Customer with the Remix Solution and certain Licensed Materials are subject to "open source" or "free software" licenses ("**Open Source Material**"). Some of the Open Source Material is owned by third parties. Open Source Materials are not subject to the terms and conditions of Sections 3.1 or 10. Instead, each item of Open Source Materials is licensed under the terms of the end-user license that accompanies such Open Source Materials. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Materials. If required by any license for particular Open Source Materials, Remix makes such Open Source Materials, and Remix's modifications to that Open Source Materials, available by written request at the notice address specified below.

3.7   **Third Party Products**. Certain features and functionality of the Services may rely on third party data, software, or applications ("**Third Party Products**"). Such Third-Party Products may be subject to their own terms and conditions, which will be identified to the Customer in writing before they are incorporated into the Services. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third Party Products or utilize any features or functionality of the Services that incorporate them.

3.8   **Feedback.** Customer hereby grants to Remix a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Authorized Users, relating to the Services. Remix will not identify Customer as the source of any such feedback.

4.   **FEES AND EXPENSES; PAYMENTS**

4.1   **Fees.** In consideration for the access rights granted to Customer and the Services performed by Remix under this Agreement, Customer will pay to Remix the Fees. Except as otherwise provided in the Order Form, all Fees are billed at the end of the month due and payable within thirty (30) days of the date of the invoice. Customer will reimburse Remix for documented expenses that are expressly provided for in an Order Form or SOW (defined below) or that have been approved in advance in writing by Customer. Remix reserves the right (in addition to any other rights or remedies Remix may have) to discontinue the Remix Solution and suspend all Authorized Users' and Customer's access to the Services if any Fees are more than thirty (30) days overdue until such amounts are paid in full. If Customer believes that Company has billed Customer incorrectly, Customer must contact Remix no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2   **Taxes.** The Fees are exclusive of all applicable sales, use, value-added and other taxes, and all applicable duties, tariffs, assessments, export and import fees, or other similar charges, and Customer will be responsible for payment of all such taxes (other than taxes based on Remix's income), fees, duties, and charges and any related penalties and interest, arising from the payment of the fees, the provision of the Services, or the license of the Remix Solution to Customer. Customer will make all payments of Fees to Remix free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of Fees to Remix will be Customer's sole responsibility, and Customer will provide Remix with official receipts issued by the appropriate taxing authority, or such other evidence as the Remix may reasonably request, to establish that such taxes have been paid.

4.3   Interest. Any amounts not paid when due will bear interest at the rate of one and one half percent (1.5%) per month, or the maximum legal rate if less, from the due date until paid.

5.   CUSTOMER CONTENT AND RESPONSIBILITIES

5.1   Licenses; Customer Content. Customer will obtain all third party licenses, consents and permissions needed for Remix to provide the Services, use the Customer Content in connection therewith, and exercise its rights under this Agreement. Customer is solely responsible for the accuracy, quality, integrity, legality, and reliability of all Customer Content.

5.2   Customer Warranty. Customer represents and warrants that the Customer Content and its use by Remix in accordance with this Agreement will not (a) infringe any copyright, trademark, or patent; (b) misappropriate any trade secret; (c) be deceptive, defamatory, obscene, pornographic or unlawful; (d) contain any viruses, worms or other malicious computer programming codes intended to damage Remix's system or data; and (e) otherwise violate the rights of a third party or applicable law.

5.3   Back-ups; Security. Customer will have the ability to export Customer Content out of the Remix Solution for the Term of the relevant Order Form and thereafter in accordance with Section 11.4. Customer acknowledges that the Remix Solution is not intended to serve as its data retention repository and that Customer is solely responsible for creating its own backup copies of any Customer Content at Customer's sole cost and expense. Customer and its Authorized Users will have access to the Customer Content and will be responsible for all changes to and/or deletions of Customer Content by Customer and the security of all usernames, passwords, API keys and other credentials required to access the Remix Solution. Customer will be responsible for any and all actions taken using Customer's accounts and passwords. If any Authorized User who has access to the Remix Solution is no longer an employee of or engaged by Customer, then Customer will immediately delete such access and otherwise terminate such Authorized User's access to the Remix Solution.

5.4   Mobility Provider Cooperation. Customer acknowledges that the performance of the Services (and value of the Services to Customer) may depend on Remix's receipt of data or other information or cooperation from one or more Mobility Providers. Customer shall be responsible for taking all actions reasonably required to ensure such Mobility Providers provide such data, information or cooperation to Remix as is reasonably required for Remix to perform the Services, including, without limitation, requiring Mobility Providers to make available to Remix any and all data and information to which Customer is entitled in accordance with Remix's then applicable data specifications, and without requiring Remix to pay any additional consideration to, or sign any additional agreements with, the Mobility Provider. Customer acknowledges and agrees that (a) Remix shall have no liability for a Mobility Provider's failure to provide such data, information or cooperation or other action or omission and (b) a Mobility Provider shall in no event be construed as a Remix supplier, contractor or agent even if Remix enters into a license or other agreement with such Mobility Provider to obtain data or information in furtherance of the Services.

6.   PROFESSIONAL SERVICES.

6.1   Where the parties have agreed to Remix's provision of Professional Services, the details of such Professional Services will be set out in an Order Form or a statement of work signed by both parties ("**SOW**"). The Order Form or SOW, as applicable, will include: (a) a description of the Professional Services; (b) the schedule for the performance of the Professional Services; and (c) the Fees applicable for the performance of the Professional Services. Each Order Form or SOW, as applicable, will incorporate the terms and conditions of this Agreement. To the extent that a conflict arises between the terms and conditions of an Order Form or SOW and the terms of this Agreement, the terms and conditions of this Agreement will govern, except to the extent that the Order Form or SOW, as applicable, expressly states that it supersedes specific language in the Agreement. Customer may use anything delivered as part of the Professional Services in support of authorized use of the Services and subject to the terms regarding Customer's rights to use the Service set forth in this Agreement and the applicable SOW, but Remix will retain all right, title and interest in and to any such work product, code or deliverables and any derivative, enhancement or modification thereof created by Remix as part of the Professional Services.

6.2   Freedom of Information Requests. Remix will cooperate with Customer's requests to provide information that Customer requires to comply with its legal obligations under applicable freedom of information laws, provided that to the extent such cooperation exceeds the scope of Services specified in an Order Form, Remix will provide such cooperation as Professional Services pursuant to an SOW.

7.   WARRANTIES AND DISCLAIMERS

7.1   Limited Warranty. Remix represents and warrants that it will provide the Services and perform its other obligations under this Agreement in a professional and workmanlike manner and in substantial conformity with the Documentation. Remix's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty will be, at no charge to Customer, for Remix to use commercially reasonable efforts to correct the reported non-conformity, or if Remix determines such remedy to be impracticable, either party may terminate the portion of the Services affected by the breach of warranty and Customer will receive as its sole remedy a refund of any Fees Customer has pre-paid for use of such Services for the terminated portion of the applicable Term. The limited warranty set forth in this Section 7.1 will not apply: (i) unless Customer makes a claim within thirty (30) days of the date on which Customer first noticed the non-conformity, (ii) if the error was caused by use not in accordance with the Documentation, unauthorized modifications or third-party hardware, software or services, or (iii) to use provided on a no-charge, trial or evaluation basis.

7.2   Disclaimer. THE LIMITED WARRANTY SET FORTH IN SECTION 7.1 IS MADE FOR THE BENEFIT OF CUSTOMER ONLY. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, LICENSED MATERIAL AND DOCUMENTATION ARE PROVIDED "AS IS," AND NEITHER REMIX NOR ITS SUPPLIERS MAKES (AND SUCH PARTIES HEREBY DISCLAIM) ANY OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, COURSE OF DEALING, TRADE USAGE OR PRACTICE, SYSTEM INTEGRATION, DATA ACCURACY, MERCHANTABILITY, TITLE, NO INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. REMIX DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE REMIX SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. REMIX SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, THIRD-PARTY PLATFORMS, OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF REMIX OR THE ACCURACY, QUALITY, INTEGRITY, LEGALITY OR RELIABILITY OF MOBILITY PROVIDER DATA.

8.   LIMITATION OF LIABILITY

8.1   Types of Damages. EXCEPT WITH RESPECT TO A PARTY'S LIABILITY UNDER SECTION 10, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

8.2   Amount of Damages. THE MAXIMUM LIABILITY OF EITHER PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY CUSTOMER TO REMIX DURING THE TWELVE (12) MONTHS PRECEDING THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL REMIX'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT. NOTHING IN THIS AGREEMENT WILL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF A PARTY OR ITS EMPLOYEES OR AGENTS OR FOR DEATH OR PERSONAL INJURY.

8.3   Basis of the Bargain. The parties agree that the limitations of liability set forth in this Section 8 will survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

8.4   Nature of Claims and Failure of Essential Purpose. The parties agree that the waivers and limitations specified in this Section 8 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

9.   CONFIDENTIALITY

9.1   Confidential Information. "**Confidential Information**" means any code, inventions, know-how, business, technical and financial information, and any other nonpublic information of a party (the "**Disclosing Party**"), whether disclosed orally or in written or digital media, that it discloses to the other party (the "**Receiving Party**") and identifies as "confidential" or with a similar legend at the time of such disclosure or that the Receiving Party knows or should have known

is the confidential or proprietary information of the Disclosing Party. The Services, Documentation and all enhancements and improvements thereto will be considered Confidential Information of Remix.

9.2   Protection of Confidential Information. Except as expressly authorized herein, the Receiving Party will (a) hold in confidence and not disclose any Confidential Information to third parties and (b) not use Confidential Information for any purpose other than fulfilling its obligations, and exercising its rights, under this Agreement. The Receiving Party will limit access to the Confidential Information to personnel and contractors who have a need to know such information for the purpose of the performance of the Receiving Party's obligations or exercising its rights under this Agreement, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon termination or expiration of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party will, upon request, certify to the Disclosing Party its compliance with this sentence. Customer acknowledges and agrees that Remix sharing or making available Customer Content, the Remix Solution, or Licensed Material, to Authorized Users in accordance with this Agreement shall not violate this Section 9.

9.3   Exceptions. The confidentiality obligations set forth in Section 9.2 will not apply to any information that (a) is at the time of disclosure or later becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (c) was already known to the Receiving Party at the time of disclosure free of any confidentiality duties or obligations; or (d) the Receiving Party can demonstrate was independently developed by employees and contractors of the Receiving Party without reference to the Confidential Information. In addition, the Receiving Party may disclose Confidential Information (i) to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law (including, without limitation, freedom of information laws) or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure to the extent permitted by law, cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order, discloses no more information that is legally required, and in the case of disclosure required by freedom of information laws, Customer agrees to afford all confidentiality protections available under applicable law to such Confidential Information of Remix prior to disclosing it pursuant to such laws, including, without limitation, by providing Remix notice of freedom of information requests for such Confidential Information, the opportunity to object to Customer's disclosure thereof, and notice of Customer's disclosure determinations; and (ii) to its attorneys, accountants, professional advisors, and actual or potential lenders, investors or acquirers so long as such parties are bound by confidentiality obligations no less restrictive than those set forth herein.

10.   INDEMNIFICATION

10.1   By Remix. Remix will defend at its expense any claim brought against Customer insofar as such claim is based on a claim by any third party alleging that the Remix Solution infringes such third party's patent, copyright or trademark rights under applicable laws of any jurisdiction within the United States of America, and will indemnify and hold harmless Customer from and against any damages, expenses and costs finally awarded against Customer or agreed in settlement by Remix (including reasonable attorneys' fees and costs) resulting from such claim. If any portion of the Remix Solution becomes, or in Remix's opinion is likely to become, the subject of a claim of infringement, Remix may, at Remix's option: (a) procure for Customer the right to continue using the Remix Solution; (b) replace the Remix Solution with non-infringing software or services which do not materially impair the functionality of the Remix Solution; (c) modify the Remix Solution so that it becomes non-infringing; or (d) terminate this Agreement and refund any unused prepaid Fees for the remainder of the term then in effect, and upon such termination, Customer will immediately cease all use of the Remix Solution and Documentation. Notwithstanding the foregoing, Remix will have no obligation under this Section 10.1 or otherwise with respect to any infringement claim based upon (i) any use of the Remix Solution not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the Remix Solution in combination with other products, equipment, software or data not supplied by Remix; (iii) any modification of the Remix Solution by any person other than Remix or its authorized agents; or (iv) Customer's settlement or admission with respect to any claim without Remix's prior written consent (each an "**Exclusion**"). This Section 10.1 states the sole and exclusive remedy of Customer and the entire liability of Remix, or any of its officers, directors, employees, shareholders, contractors, suppliers or representatives, for infringement claims and actions.

10.2   Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party will promptly notify the indemnifying party in writing of any threatened or actual claim or suit; (b) the indemnifying party will have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party will cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

11.   TERM AND TERMINATION

11.1   Term. This Agreement will begin on the Effective Date and continue in full force and effect as long as any Order Form remains in effect, unless earlier terminated in accordance with the Agreement (the "**Term**"). Unless otherwise stated in the applicable Order Form, the term of an Order Form will begin on the effective date of the Order Form and continue in full force and effect for the time period specified therein, unless earlier terminated in accordance with the Agreement. Thereafter, the Order Form will automatically renew for additional terms of one (1) year unless either party gives written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the then-current term.

11.2   Termination for Breach. Either party may terminate this Agreement immediately upon notice to the other party if the other party materially breaches this Agreement, and such breach remains uncured more than thirty (30) days after receipt of written notice of such breach.

11.3   Effect of Termination. Upon termination or expiration of this Agreement for any reason: (a) all licenses granted hereunder will immediately terminate; (b) promptly after the effective date of termination or expiration, each party will comply with the obligations to delete or return all Confidential Information of the other party, as set forth in the Section 9; provided that, for clarity, Remix is not obligated to delete or return Resultant Data; and (c) any amounts owed to Remix under this Agreement will become immediately due and payable. Sections 1, 3.3-3.8, 4, 5.3, 5.4, 7.2, 8, 9, 10, 11.3, 11.4, 12 and 13 will survive expiration or termination of this Agreement for any reason.

11.4   Data Extraction. For sixty (60) days after the end of the Term, as applicable, Remix will make Customer Content and Licensed Materials available to Customer through the Remix Solution on a limited basis solely for purposes of Customer retrieving such Customer Content and Licensed Materials, except to the extent Remix has instructed Customer to delete it. After such period, Remix may destroy all copies of Customer Content and Licensed Materials in its possession.

12.   CO-MARKETING.

At the request of Remix, Customer agrees to the issuance of a joint press release on a mutually agreed upon date or the 90th day from the Effective Date, whichever is earlier. Each party will have the right to approve the press release in advance, but such approval will not be unreasonably delayed or withheld. Customer also agrees that Remix may use Customer's name and logo on Remix's website and in Remix promotional materials and refer to Customer as a customer of Remix therein.

13.   MISCELLANEOUS

13.1   Governing Law and Venue. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of Kentucky, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Customer hereby expressly consents to the personal jurisdiction and venue in the state and federal courts of Lexington, Kentucky for any lawsuit filed there against Customer by Remix arising from or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

13.2   Export. Customer agrees not to export, report, or transfer, directly or indirectly, any U.S. technical data acquired from Remix, or any products utilizing such data, in violation of the United States export laws or regulations.

13.3   Government End-Users. Elements of the Services are commercial computer software. If the user or licensee of the Services is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. All Services were developed fully at private expense. All other use is prohibited.

13.4   Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

13.5   Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.6   No Assignment. Except as provided in Section 13.10, neither party will assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted such assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. The terms of this Agreement will be binding upon the parties and their respective successors and permitted assigns.

13.7   Compliance with Law. Customer will always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its purchase and use of the Services, Licensed Material and Documentation.

13.8   Force Majeure. Any delay in the performance of any duties or obligations of either party (except the payment of Fees owed) or failure to perform such duties or obligations will not be considered a breach of this Agreement if such delay or failure is caused by a labor dispute, shortage of materials, fire, earthquake, flood, denial of service or other cyber-attack, diminishment of telecommunications or data networks or services, refusal of a license by a government agency or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

13.9   Independent Contractors. Customer's relationship to Remix is that of an independent contractor, and neither party is an agent or partner of the other. Customer will not have, and will not represent to any third party that it has, any authority to act on behalf of Remix.

13.10   Subcontractors. Remix may use the services of subcontractors and permit them to exercise the rights granted to Remix in order to provide the Services under this Agreement, provided that Remix remains responsible for (a) compliance of any such subcontractor with the terms of this Agreement and (b) for the overall performance of the Services as required under this Agreement.

13.11   Notices. All notices required or permitted under this agreement must be delivered in writing, if to Remix, by emailing team@remix.com and if to Customer by emailing the Customer Point of Contact email address listed on the Cover Page, provided, however, that with respect to any notices relating to breaches of this agreement or termination, a copy of such notice will also be sent in writing to the other party at the address listed on the Cover Page by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Each party may change its email address and/or address for receipt of notice by giving notice of such change to the other party.

13.12   Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

13.13   Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of Customer and the Remix.

13.14 Permissive Cooperative Agreement. To the extent permitted by applicable law and as additional consideration for this Contract, Contractor agrees to extend an option to purchase any Services covered under this Contract at the same prices as are specified in Exhibit A: Contractor's Price, and under the same terms and conditions, to other contracting agencies of Customer. Each contracting agency shall execute its own contract with Contractor.

EXHIBIT A

Service Levels

The Services shall be available 99.9%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Remix's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Remix's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Remix will credit Customer 5% of Service fees for each period of 30 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Remix) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Remix in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Remix will only apply a credit to the month in which the incident occurred. Remix's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Remix to provide adequate service levels under this Agreement.