POPULUS

Mobility Manager

Prepared by Populus for
Lexington-Fayette Urban County Government

February 23, 2023

Lexington-Fayette Urban County Government
200 E Main St.
Lexington, KY 40507

ATTN: Scott Thompson

February 23, 2023

Dear Scott:

Populus is pleased to present this renewal agreement to Lexington-Fayette Urban County to continue supporting the delivery of advanced mobility management solutions for the City.

Background: Populus has been supporting the Lexington-Fayette Urban County Government since December of 2019.

In the attached renewal, we have provided our standard services agreement. In addition to the basic subscription that the Lexington-Fayette Urban County Government currently has access to, we have provided the option to add our Curb Manager, a comprehensive tool to manage the curb.

We look forward to discussing this proposal with you at your earliest convenience.

Sincerely,

Regina Clewlow, Ph.D.
Co-Founder and CEO, Populus

Innovative Features Now Available through Populus

Data and Geospatial Analysis	- User-friendly module to upload any geospatial file directly into our platform and process millions of trip and vehicle data points in seconds (Included) - You can now view U.S. Census data, including % non-white and median income, on maps in the Populus platform (Included) - You now have the option to view 3D shapes in the Populus platform as well as download high-res maps. (Included)
Compliance	- Monitor operator compliance with no parking, no ride, parking time limit, vehicle cap policies, and more within our Policy Compliance dashboard. (Included) - Daily, weekly, and/or monthly compliance reporting emails directly to your inbox. Compliance emails will quickly let you know if and when operators were out of compliance with established policies. (Upgrade to Digital Enforcement bundle)
Fees and Invoicing	- Populus' fees solution helps you easily track and invoice operators for shared mobility program fees. Our leading invoicing and fees feature allows you to automatically invoice operators through our platform (Upgrade to Digital Enforcement bundle) - Our platform includes an auditable digital trail for each fee invoiced through our platform (Upgrade to Digital Enforcement bundle)
US DOT Safety Initiative	Exclusive access to our platform's advanced safety features being developed in conjunction with the US Department of Transportation (USDOT). (Included)
Curb Manager	New module that includes curb demand data, digitization of parking regulations, and the ability create and manage curb and parking regulations, including commercial loading zones (Upgrade to include Curb Manager License)

Populus Renewal Agreement

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

Prepared for: Scott Thompson (pthompson2@lexingtonky.gov)
Contact: Kyle Rowe (kyle.rowe@populus.ai)
Date: February 23, 2023

Customer	Lexington-Fayette Urban County Government
Effective Date	December 18, 2022
Renewal Term	1 year plus 1 optional year
Populus Mobility Manager License	**Mobility Manager** $9,500 *Discounted for continuing customer for cities with population > 300K* **Key platform features:** • **Data validation**, harmonization, anonymization, and secure storage for over 30 validated operators. Ability to ingest MDS and GBFS data with support for future versions. • **Live map** for real-time monitoring of shared mobility devices. • **Reporting** of key program metrics, with presentation-ready charts, graphs, and ArcGIS compatible geospatial files. • **Routes and heatmaps.** Advanced GPS trip trace/ route, trip (origin-destination,) and vehicle distribution analysis for any custom geographies. • **Advanced geographies.** Create, store, and easily analyze (in real time) geospatial layers (e.g,. neighborhoods, census geographies). **Smart Policies Tools:** • **Policies and Compliance.** Create and communicate shared mobility policies and fees, including no ride zones, priced and restricted parking, vehicle caps, and equity requirements. Detailed monitoring of data, and complete digital auditable trail to support • **Automated Invoicing and fees and fines.** Reporting for measuring and invoicing shared mobility fees and fines in compliance with city-created policies. • **Automated notifications and alerts** to track operator policy violations. • **Populus will directly invoice** each operating authority license holder monthly for per trip fees validated and invoiced in the Populus platform over the previous month, calculated as provided in Section 17D-13 in the Lexington-Fayette Urban County Government Code of Ordinances. • Populus will collect payment of per-trip fees from shared mobility

	providers on behalf of the LFUCG. 85% of new mobility revenue invoiced by Populus shall be transferred to the County. Populus shall retain 15% of new mobility revenue for digital parking validation and invoicing services. The 15% service fee shall come exclusively from LFUCG's portion of the per trip fees as calculated in section 17D-13 of the Code. Currently, LFUCG is entitled to receive a share of the total per-trip fees equal to the percent of trips involving a shared mobility vehicle that is ended (checked in or locked) outside the University of Kentucky's boundaries (trips ended outside the University of Kentucky's boundaries divided by the total number of trips in Lexington-Fayette County, multiplied by 100), a map of which has been provided to Populus, or 50% of per trip fees, whichever is greater. • Populus will provide a monthly billing summary and payment to LFUCG. The 15% service fee described above shall come exclusively from LFUCG's share of per trip fees and shall be outlined in the monthly billing summary provided to LFUCG. • Populus will provide monthly payments to the University of Kentucky for the share of fees the entity is entitled to receive under Section 17D-13 of the Code. Currently, the University of Kentucky is entitled to receive a share of the total per trip fees equal to the percentage of trips involving a shared mobility vehicle that is ended (checked in or locked) inside the University of Kentucky's boundaries (tripes ended inside the University of Kentucky's boundaries, divided by the total number of trips in Lexington-Fayette County, multiplied by 100), not to exceed 50% of the total amount of trip fees collected. **Customer support included:** • Populus resources (reports, webinars, and customer FAQs) • In-app Customer Success staff support • Unlimited entity-employed users

Terms of Use

Except as amended herein, the terms and conditions of the original Services Agreement will remain unchanged and will continue in full force and effect, including the original Terms and Conditions executed as part of the Services Agreement. Any modifications or 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.

This Agreement shall renew at the end of the Renewal Term and shall thereafter continue for successive annual periods until terminated by either party upon not less than ninety (90) days' written notice prior to the expiration of the then current renewal term.

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

Indemnification

Populus shall indemnify, defend and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen from or by Company's performance of, or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of Company or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG

_____

Signature of Populus Technologies, Inc.

Printed Name: _____

Title: _____

Date: _____

Customer Billing Contact Name: _____

Email: _____

_____

Signature of Lexington-Fayette Urban County

Printed Name: _____

Title: _____

Date: _____

Phone: _____

EXHIBIT A

Professional Services

In addition to product support, Populus can provide the following services at an additional fee to be mutually agreed upon, in writing, at the time they are requested. Professional Services offered by Populus may include but are not limited to the following examples:

Professional Services Examples	
Operator Data Feed Consulting	Populus will make best efforts to integrate with all operators; however, as the standards change, operators often need support remaining compliant with the GBFS and MDS data specifications ● Helping operators become GBFS or MDS Compliant ● Repairing operator data feeds
Data Entry	Populus has a user-friendly and intuitive interface to upload all of your policies and geographies or you can opt to have us do it for you. ● Manually creating or uploading City policies ● Uploading more than 5 geographies
Facilitation and Training	We provide robust onboarding training as well as access to our FAQ, help desk, and regular training when we release new features. If you want more personalized training or other data, we can help! ● Additional training for non-agency users ● Mobility Surveys
Data Analysis	Populus offers a variety of reports downloadable in CSV and GeoJSON formats. Additional custom reporting is not included.

2022 Professional Services Rates	
Project Manager or Customer Service Representative	$150 per hour
Technical and Engineering Support	$250 per hour