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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, 2020 (signed on July 2, 2021), is hereby renewed on the terms set forth in this Addendum.

Populus Services Agreement

Prepared for: Scott Thompson - Lexington-Fayette Urban County Government
Contact: Jonathan Lachance (jonathan.lachance@populus.ai)
Date: 9/24/2021

Customer	**Lexington-Fayette Urban County Government (LFUCG)**
Effective Date	**December 18, 2021**
License Term	**1 Year**
Populus Mobility Manager License	**$8,000/Year + 15%** of fees validated and invoiced through the Populus platform.

- Populus will 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 LFUCG. As payment for the collection of per trip fees, Populus will collect a 15% service fee on 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 will be 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 (trips 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 per trip fees collected.

Key platform features:
- Data validation, harmonization, anonymization, and secure storage for mobility operator data
- Ability to ingest MDS and GBFS data with support for future versions
- Live map for real-time monitoring of shared mobility devices
- Creation and storage of geospatial layers (e.g., neighborhoods, census geographies)
- Trip (origin-destination), vehicle distribution, and parking analysis
- Route (GPS trip trace) analysis
- Aggregated data and GeoJSON file exports and downloads
- Unlimited entity-employed users
- Unlimited verified operators*

Advanced policy and compliance features:
- Ability to create and communicate shared mobility policies and fees, including no-ride zones, restricted parking, vehicle caps, and equity requirements
- Data analysis for policy compliance and reporting
- Ability to enforce operator compliance and generate invoices

Customer support included:
- Onboarding session
- Access to Populus resources, incl. reports, webinars, and customer FAQs
- In-app Customer Success staff support

*See Operator Data Sharing Requirements

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.

Populus shall indemnify, hold harmless, and defend the LFUCG, its representatives, employees, and elected and appointed officials from and against all liability, claims, damages, suits, losses, and expenses of any kind, including reasonable attorney's fees and costs for appeal, associated or arising out of breach of contract or gross negligence in the collection of per trip fees or payment of per trip fees to LFUCG or the University of Kentucky. This provision shall survive expiration or termination of this agreement and shall not be limited in any way by the Populus SaaS Terms of Service, including, but not limited to any limitations on warranties or liability as provided in Sections 7, 9 and 10 thereof. Section 10 of the Populus SaaS Terms of Service shall not apply to claims or suits by LFUCG associated with or arising out of breach of contract in the collection of per trip fees or payment of per trip fees to LFUCG or the University of Kentucky.

If this agreement is terminated Populus shall tender all per trip fees held by it to LFUCG, if any, within seven (7) days of termination, along with any information deemed necessary by LFUCG to properly distribute payment to the University of Kentucky.

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The parties hereby designate the University of Kentucky as a third party beneficiary to the portion of this agreement regarding the invoicing, payment, and distribution of per trip fees by Populus, and shall have the right to enforce said provisions of this Agreement against Populus.

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.

Signature of Populus Technologies, Inc.

Printed Name: _Regina Clewlow_

Title: _CEO_

Date: _December 18, 2021_

Customer Billing Contact Name: _____

Email: _____

Signature of Lexington-Fayette Urban County Government

Printed Name: _____

Title: _____

Date: _____

Phone: _____

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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.