



Populus Renewal Agreement for Lexington-Fayette Urban County Government

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

ATTN: Scott Thompson
November 7th, 2024

Dear Scott,

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

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, the County will continue to have access to our new Smart Policies Toolkit, a set of advanced features that cities across the country are now leveraging to deploy smart mobility policies.


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

Sincerely,

A handwritten signature in black ink, appearing to read 'Regina Clewlow'.


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

Populus Unique Qualifications

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|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Complete geospatial analysis | <ul style="list-style-type: none"> ● User friendly module to upload unlimited geospatial files ● Instant processing of millions of data points ● Conduct equity analysis with access to U.S. Census Data on ethnicity and income |
| Compliance | <ul style="list-style-type: none"> ● Establish complex shared mobility policies and automate operator compliance monitoring ● Recurring compliance emails deliver daily, weekly, and/or monthly reports on operator compliance |
| Fees & Invoicing | <ul style="list-style-type: none"> ● Track and invoice operators for shared mobility program fees automatically including an auditable digital trail for each fee invoiced |
| Only USDOT-funded solution to build advanced safety planning features | <ul style="list-style-type: none"> ● Exclusive access to our advanced safety planning features |

Populus Renewal Agreement

The Services Agreement between Populus and Lexington-Fayette Urban County Government which was initially effective as of December 18, 2019 and renewed on December 18, 2022, is hereby renewed again on the terms set forth in this Renewal Agreement.

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| <div> <div> Lexington-Fayette Urban County Government Scott Thompson pthompson2@lexingtonky.gov </div> <div>  </div> </div> | |
| Effective Date | December 18, 2024 |
| License Term | 1 year + 1 optional year extension |
| Populus Mobility Manager Annual Subscription Fee Access for unlimited users included | \$9,500 <i>Discounted for continuing customer for cities with population > 300K</i> Key platform features: <ul style="list-style-type: none"> ● Data validation, harmonization, anonymization, and secure storage according to MDS and GBFS standards* ● Live map for real-time monitoring of shared mobility devices ● Reporting of key program metrics ● Routes and heatmaps. Advanced GPS trip trace/ route, trip (origin-destination,) and vehicle distribution analysis ● Advanced geographies. ● Policies and compliance. Create policies and access basic compliance monitoring Advanced Smart Mobility Policies Toolkit: <ul style="list-style-type: none"> ● Auditable Trail for Violations: Complete violations report download ● Fee Reporting: Reporting for measuring and invoicing shared mobility fees in compliance with city-created policies. ● Automated Invoicing: 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. ● Notifications: Daily, weekly, or monthly email notifications summarizing operator compliance. ● 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 |

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| | <p>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.</p> <ul style="list-style-type: none"> ● 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 trip fees collected. <p>Customer Support included:</p> <ul style="list-style-type: none"> ● Up to 10 hours of engineering and GIS support to manage operator data feeds and integrate complex geospatial files ● Initial dedicated onboarding session for all staff ● Populus resources, including reports, FAQs and webinars ● Recurring meetings with dedicated Customer Success Manager ● In-app Customer Success staff support |
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Prices are valid for 90 days after proposal is issued

Optional Add-On Fees

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|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Populus Consulting Services | <p>\$250 per hour of consulting work</p> <p>Additional consulting services may include:</p> <ul style="list-style-type: none"> ● Consulting on mobility pilot policies, particularly related to data-sharing and performance metrics. ● Custom reporting outside of our extensive pre-built reporting tools contained within the Populus Mobility Manager platform may be produced by our data scientists. ● Integration of data from Unverified Operators. |
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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 tönjury 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: _____

Signature of [City of XXXXX]

Printed Name: _____

Title: _____

Date: _____

Customer Billing Contact Name: _____

Email: _____

Phone: _____

Populus Platform and Services

Populus Mobility Manager Overview

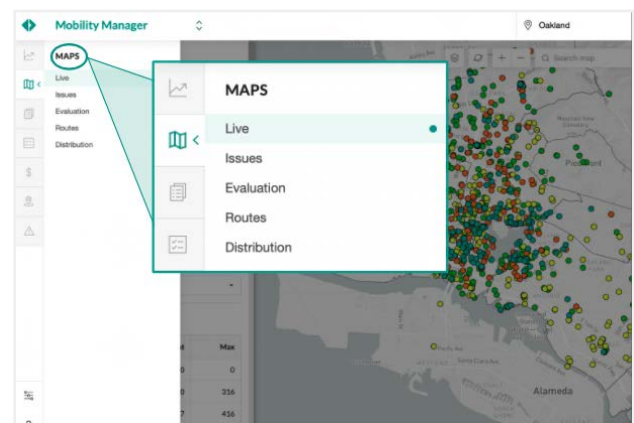


Mobility Manager empowers cities with data from shared fleets of bikes, scooters, mopeds, and cars to effectively manage new mobility programs. Populus will host the Platform and be responsible for all maintenance and security.

Live Map

Our live map view allows you to view shared mobility devices, including their real-time status, location, and parked duration. Populus was the leading platform to define the most recent MDS Vehicles Endpoint, which is the new format that describes the real-time status of vehicles located in your public-right-of-way.

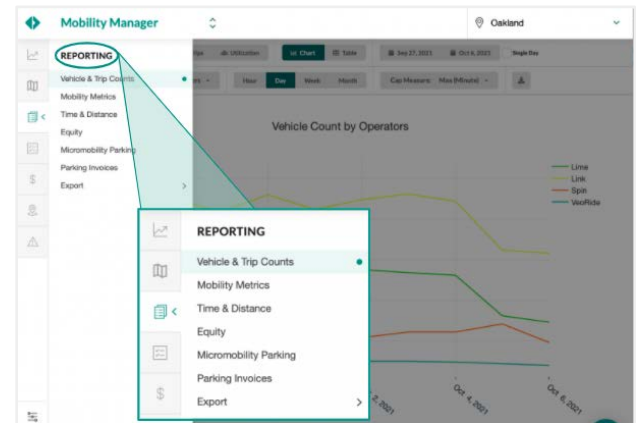
- **Monitor** vehicle distribution, idle times, and battery levels
- **Track** complaints and incidents, and resolution
- **Filter** by vehicle type, operator, and idle times
- **Assess** real-time compliance with vehicle caps and other requirements



Reporting

Improve visibility and collaboration with all relevant stakeholders.

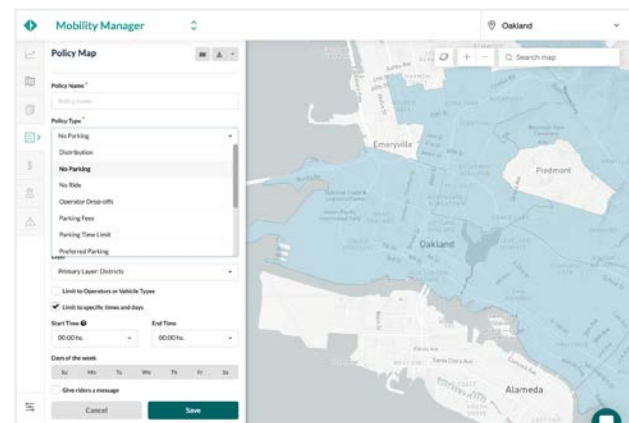
- **Presentation-ready reports** on vehicle, trip counts, compliance, and more
- **Download files** in .csv, ArcGIS compatible shapefiles, and PNG image for easy reporting
- **Receive daily, weekly, or monthly reports** with key program metrics



Policies

Populus was the first platform to provide cities with the ability to create and enforce new mobility policies on our platform. We are currently the only platform that provides the full MDS Policy API to operators (not in beta).

- **Create new policies** easily through the Populus platform, including:
 - ◆ Vehicle caps
 - ◆ Parking
 - ◆ Per trip fees
 - ◆ Slow ride/no ride
 - ◆ Equity requirements
- **Communicate policies** to operators via the MDS Policy API or dashboards



Fees and Invoicing

Populus' fees solution helps you easily **track and invoice** operators for shared mobility program fees. Uniquely available through Populus, you can automatically invoice operators, not just calculate their fees.

- Our **leading invoicing and fees** feature allows you to automatically invoice operators through our platform
- Our platform includes an **auditable digital trail** for each fee invoiced through our platform

Invoicing

Total Fees: \$3,818.33

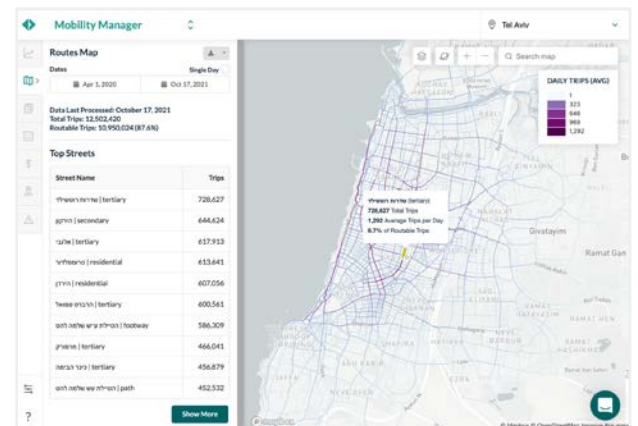
| Operator | Trip Counts | Trip Fees | Vehicle Counts | Vehicle Fees | Parking Fees | Total |
|---------------|-------------|---------------|----------------|-------------------|-----------------|-------------------|
| [Operator] | 0 | \$0.00 | 3,772 | \$641.24 | \$63.00 | \$704.24 |
| [Operator] | 0 | \$0.00 | 10 | \$1.70 | \$0.00 | \$1.70 |
| [Operator] | 0 | \$0.00 | 4,574 | \$692.58 | \$106.10 | \$798.68 |
| [Operator] | 0 | \$0.00 | 5,375 | \$913.75 | \$180.90 | \$1,103.65 |
| [Operator] | 0 | \$0.00 | 4,603 | \$782.51 | \$31.00 | \$813.51 |
| [Operator] | 0 | \$0.00 | 496 | \$117.30 | \$288.25 | \$375.55 |
| Totals | 0 | \$0.00 | 18,524 | \$3,149.68 | \$649.25 | \$3,818.33 |

| Policy Name | Status |
|----------------------------------|--------|
| E-Scooter Meter Zone Parking Fee | ✓ |
| Per Vehicle Fee | ✓ |

Routes and Heatmaps

Leverage data for transportation planning with our advanced routes and heatmap views.

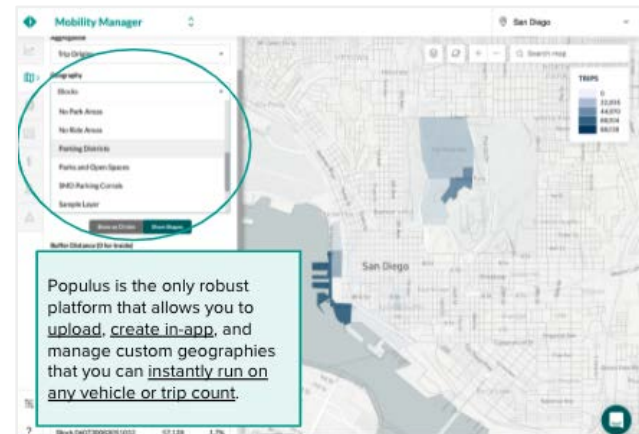
- **Analyze millions of trips in seconds** with our routes map, without any limitations on the time frame for analysis
- **Plan for micromobility** by comparing trip demand with bike master plans



Complete Geographies

With Populus, you'll have the most robust, complete geospatial analytics that the industry has to offer. While some platforms limit how much time or geographic scale that you can analyze directly within a web app, the Populus platform can process millions of data points, using any custom geography that your team needs.

- **Populus is the system of choice** for transportation planners
- **In addition to simple hex grid** trip or vehicle analysis, our platform can process millions of trips in seconds for **any custom geospatial layer**
- **Upload any geospatial file** directly into our platform to process millions of trip and vehicle data points in seconds
- Our customer success team and **GIS specialists on staff** can also support your onboarding



Data Validation

Populus is the only SaaS platform that is a Steering Committee Member of the OMF working group that defines the Mobility Data Specification (MDS) standards that operators and platforms utilize for mobility management. Our industry-leading data validation provides you with the following:

- The first platform to integrate new modes, including shared mopeds and cars.
- Coordination with operators to ensure their data feeds are functional on a day-to-day basis so you have the data you need to manage your program.
- Data validation reports provide you with a summary of which version of MDS operators deliver, and flag key issues in their data-sharing compliance when they arise.

311 Integration

- Understand **where reported 311 issues are** dispersed throughout your community
- **Filter by resolution time, and view both open and closed tickets** to see how quickly issues have been addressed.

