

SECOND AMENDMENT TO SUBSCRIPTION AND SERVICES AGREEMENT BETWEEN VENTURA COUNTY TRANSPORTATION COMMISSION AND RIDECO US, INC

This Second Amendment (“**Amendment 2**”) to the Subscription and Services Agreement effective as of January 3, 2024 (“**Effective Date**”) entered into by and between **RideCo US, Inc.**, a Delaware corporation having its registered office at 10880 Wilshire Boulevard, Suite 1101, Los Angeles, CA 90024 (“**RideCo**”), and Ventura County Transportation Commission, having its registered office at 751 E. Daily Dr. STE. 420, Camarillo, CA 93010 (the “**Customer**”).

WHEREAS, RideCo and Customer entered into that certain Subscription and Services Agreement effective as of May 30, 2024 (“**Agreement**”); and

WHEREAS, RideCo and Customer wish to modify and amend the Agreement to add Individual Agency Apps, Individual Agency Training, Mandarin Language Translation for Rider Apps, Eligibility Management Portal, additional tablets for Valley Express and Thousand Oaks, additional vehicles for Simi Valley Microtransit, additional vehicles for Moorpark Microtransit and Productivity Boosters for all agencies not included in the original service contract; and

WHEREAS, RideCo and Customer wish to modify and amend the Agreement to increase the not to exceed amount from \$1,109,618.76 to \$1,952,406.00 to provide additional compensation to RideCo to perform the additional work for adding Individual Agency Apps, Individual Agency Training, Mandarin Language Translation for Rider Apps, additional tablets for Valley Express and Thousand Oaks, additional vehicles for Simi Valley Microtransit, additional vehicles for Moorpark Microtransit, Productivity Boosters for all agencies and providing for a 10% contingency for unforeseen costs; and

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. **Section 4 Fees is hereby amended to add a new not to exceed amount of \$1,890,092 for the completion of all work contemplated in the revised Project Terms and Initial Statement of Work.**

2. **Exhibit 1 is hereby amended as follows:**
 - ***Exhibit 1 to Schedule “A” Project Terms and Initial Statement of Work “Other Terms” is hereby amended to include the following with deletions in strikethrough and addition in underline:***
 - ~~One platform application will be developed to serve all agencies. One passenger application will be developed for each individual agency at a cost of \$3,000 per application per annum. All agencies will share the same licensee or “back end”, allowing passengers to book rides countywide within any application.~~
 - ~~RideCo will train all agencies in one week, including train the trainer. Additional training sessions, post launch, will be charged at a rate of \$2000 / day. There are no additional fees for the use of RideCo University, an online training resource that is available 24/7. RideCo will train all agencies in one week, including train-the-trainer. If requested, RideCo will train each individual agency in two days, including train-the-trainer, prior to agency launch, at the cost of \$4,000 per agency. Additional training sessions, pre or post launch, will be charged at a rate of \$2000 / day. There are no~~

additional fees for the use of RideCo University, an online training resource that is available 24/7.

- Provide Mandarin Translation for the public passenger applications.
- Customer will form a project team that will serve as RideCo’s point of contact and serve as the coordinating and decision-making body for all agencies.
- Fees will be charged starting with Operations Term, Year 1, regardless of what calendar year an agency decides to launch within the 5-year contract term.
- Operations terms fees are a fixed annual fee, invoiced monthly for up to the stated number of vehicles.
- All hardware and hardware components will include the manufacturer’s warranty period.
- RideCo cannot guarantee the same hardware units if purchased after 2024. Similar or equivalent models will be sourced, pricing may vary.
- RideCo will provide up to 3 hours of marketing consultation per agency during the first year of service. Additional support will be subject to a professional services fee.
- Professional services and on-site support (that are outside the scope of the services specified in this agreement) offered at a rate of \$120/hour in addition to pre-approved travel costs.
- All prices are in U.S. dollars and exclude taxes if applicable.
- All amounts are due thirty (30) days after the date of invoice. Interest shall accrue at the rate of twenty percent (20%) per annum on all charges remaining unpaid after due.

3. Exhibit 1 is hereby amended as follows:

- *Exhibit 1 to Schedule “A” Project Terms and Initial Statement of Work “Other Terms” is hereby amended to include the following table which provides pricing for the New Task of Mandarin Translation outlined in Section 2 above.*

COSTS FOR NEW TASKS	COST	QUANTITY	TOTAL
Mandarin Translation	\$2,600.00	1	\$ 2,600.00

4. - Exhibit 1 to Schedule “A” Project Terms and Initial Statement of Work “Agency Fees (implementation and operations term)” “Milestone Payment Schedule – Implementation Period” table is hereby amended and restated as follows:

Milestone Payment Schedule - Implementation Period												
No.	Milestone Name	Description of Milestone	Proposed by Date	Simi Valley Up to 12 vehicles	Thousand Oaks Up to 16 vehicles + 1 tablet	Moorpark Up to 1 vehicles	ECTA Up to 5 vehicles	Camarillo Up to 16 vehicles	Valley Express Up to 10 vehicles + 5 tablets	Gold Coast Transit Up to 26 vehicles	Simi Valley Micro Up to 4 vehicles	Eligibility Automated eligibility management portal
1	Kick off Meeting and Initial Project Plan created	Set working parameters and determine key milestones. Project Plan submitted	One (1) week from contract execution	\$ 4,362.38	\$ 5,816.51	\$ 363.53	\$ 1,817.66	\$ 5,816.51	\$ 3,635.32	\$ 9,451.83	\$ -	\$ -
2	Hardware Procured	Tablet and tablet mount ordered and paid for.	One (1) week from contract execution	\$ 5,816.51	\$ 7,755.35	\$ 484.71	\$ 2,423.55	\$ 7,755.35	\$ 4,847.09	\$ 12,602.44	\$ -	\$ -
3	Hardware Installed	Tablet and Tablet mount installed on vehicles	Three (3) weeks prior to soft launch	\$ 1,454.13	\$ 2,717.84	\$ 121.18	\$ 605.89	\$ 1,938.84	\$ 5,106.77	\$ 3,150.61	\$ 3,116.00	\$ -
4	Soft Launch and Training	Agency Stadd and drivers have completed training. Testing of platform with agency staff completed.	One (1) week prior to launch to passengers	\$ 1,454.13	\$ 1,938.84	\$ 121.18	\$ 605.89	\$ 1,938.84	\$ 1,211.77	\$ 3,150.61	\$ 4,000.00	\$ -
5	Final System Acceptance Issued	[e.g. deliverables achieved and/or items included in payment] 100% fleet passed acceptance testing; all other testing completed successfully and VCTC issues formal system acceptance.	Eight (8) - Twelve (12) weeks from contract execution	\$ 1,454.13	\$ 8,538.84	\$ 121.18	\$ 605.89	\$ 1,938.84	\$ 5,211.77	\$ 7,150.61	\$ 8,000.00	\$ 4,650.00
Total				\$ 14,541.28	\$ 26,767.38	\$ 1,211.78	\$ 6,058.88	\$ 19,388.38	\$ 20,012.72	\$ 35,506.10	\$ 15,116.00	\$ 4,650.00

5. Exhibit 1 to Schedule “A” Project Terms and Initial Statement of Work “Operations Term” table is hereby amended and restated as follows:

Operations Term																
No.	Item Name	Description of Achievement	Proposed by Date	Simi Valley	Thousand Oaks	Moorpark	ECTA	Camarillo	Valley Express	Gold Coast Transit	Simi Valley Micro	Moorpark Micro	Thousand Oaks	Valley Express	Eligibility Management	Productivity Boosters
				Up to 12 vehicles	Up to 16 vehicles	Up to 1 vehicles	Up to 5 vehicles	Up to 16 vehicles	Up to 10 vehicles	Up to 26 vehicles	+4 additional vehicles	+3 additional vehicles	+1 additional Tablets	+5 Additional Tablets	---	---
Y1	Operations Term: Year 1 Start	Conclusion of Implementation Period	Start of operations Year 1 (2024-25)	\$ -	\$ 53,386.23	\$ 3,149.14	\$ 18,745.70	\$ 50,386.23	\$ 34,491.39	\$ -	\$ 21,240.00	\$ 15,600.00	\$ 360.00	\$ 1,800.00	\$ 10,900.00	\$ 61,200.00
Y2	Operations Term: Year 2 Start	Conclusion of Year 1	Start of operations Year 2 (2025-26)	\$ 40,789.67	\$ 37,948.45	\$ 2,184.28	\$ 13,921.39	\$ 34,948.45	\$ 24,842.78	\$ 84,877.62	\$ 21,240.00	\$ 15,600.00	\$ 360.00	\$ 1,800.00	\$ 10,900.00	\$ 111,600.00
Y3	Operations Term: Year 3 Start	Conclusion of Year 2	Start of operations Year 3 (2026-27)	\$ 29,211.34	\$ 34,832.79	\$ 1,989.55	\$ 12,947.75	\$ 31,832.79	\$ 22,895.49	\$ 59,791.23	\$ 21,240.00	\$ 15,600.00	\$ 360.00	\$ 1,800.00	\$ 10,900.00	\$ 111,600.00
Y4	Operations Term: Year 4 Start	Conclusion of Year 3	Start of operations Year 4 (2027-28)	\$ 26,874.59	\$ 33,075.89	\$ 1,879.74	\$ 12,398.72	\$ 30,075.89	\$ 21,797.43	\$ 54,728.28	\$ 21,240.00	\$ 15,600.00	\$ 360.00	\$ 1,800.00	\$ 10,900.00	\$ 111,600.00
Y5	Operations Term: Year 5 Start	Conclusion of Year 4	Start of operations Year 5 (2028-29)	\$ 25,556.92	\$ 18,552.53	\$ 1,050.16	\$ 7,000.79	\$ 26,403.97	\$ 14,001.81	\$ 51,873.32	\$ 5,310.00	\$ 7,800.00	\$ 210.00	\$ 1,200.00	\$ 10,900.00	\$ 89,600.00
Total				\$ 122,432.52	\$ 177,795.89	\$ 10,252.87	\$ 65,014.35	\$ 173,647.33	\$ 118,028.90	\$ 251,270.45	\$ 90,270.00	\$ 70,200.00	\$ 1,650.00	\$ 8,400.00	\$ 54,500.00	\$ 485,600.00

2. **ENTIRE AGREEMENT.** This Amendment 2, together with the Agreement and Amndment 1, sets forth the entire agreement between the Parties with respect to the matters set forth herein and supersedes all prior and contemporaneous discussions or understandings between them relating thereto. Capitalized terms used in this Amendment 1 and not defined herein shall have the meanings set forth in the Agreement. Except as otherwise expressly modified as set forth herein, the Agreement and each and every provision thereof shall remain unmodified and in full force and effect. In the event of any inconsistency between the terms and conditions of this Amendment 2 and the Agreement and Amendment 1, the terms and conditions of this Amendment 2 shall prevail.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment 2 to the Agreement by their respective duly authorized officers to be effective as of the Amendment 2 Effective Date.

RideCo US Inc.

Ventura County Transportation Commission

Signature
I have authority to bind the Corporation.

Signature
I have authority to bind the Customer.

Name (typed or printed)

Name (typed or printed)

Title

Title

Date

Date

APPROVED AS TO FORM:

Steve Mattas, General Counsel