

RESOLUTION 20-33

A RESOLUTION TO AUTHORIZE HYTCH PUBLIC-PRIVATE PARTERSHIP PILOT PROPSAL

WHEREAS, the City of Spring Hill desires to provide for the health, safety, and welfare of its citizens; and

WHEREAS, the City of Spring Hill, Board of Mayor and Alderman wishes to be proactive in transportation planning including innovative approaches for ride-sharing; and

WHEREAS, the City of Spring Hill Board of Mayor and Aldermen has been exploring various ways to promote ride-sharing to reduce vehicle trips along Interstate 65 during peak traffic flow; and

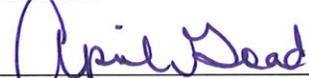
WHEREAS, the City wishes to reduce traffic congestion with the implementation of a ride-share incentive program as a congestion mitigation management strategy to reduce the number of single occupancy trips on U.S. 31 and Interstate 65, incentivizing carpooling, reducing single rider trips during peak traffic and reducing cost of transportation for commuters.

NOW, THEREFORE, BE IT RESOLVED, the City of Spring Hill Board of Mayor and Aldermen approves the Hytch Public-Private Partnership Pilot Program as provided in the Agreement attached hereto at a cost not to exceed \$25,000.00, as recommended by the Transportation Advisory Committee on January 21, 2020.

BE IT FURTHER RESOLVED THAT the Mayor is authorized to execute the Agreement attached hereto.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on this 16th day of March, 2020.

ATTEST:



April Goad, City Recorder



Rick Graham, Mayor

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

MEMORANDUM

TO: BOARD OF MAYOR AND ALDERMEN

FROM: ALDERMAN DAN ALLEN, TAC CHAIRMAN

SUBJECT: HYTCH PUBLIC-PRIVATE PARTNERSHIP PILOT PROPOSAL

DATE: 2/03/2020

CC: VICTOR LAY
CHUCK DOWNHAM
TOM WOLF
CHIP MOORE

The City of Spring Hill has been evaluating the possibility of using technology to reduce single user vehicle trips for approximately two (2) years. The current city budget includes an allocation for \$25,000 to be put towards a pilot program. The purpose of this memo is to describe a possible scenario for structuring the use of the program and create a framework for discussion with the Board of Mayor and Aldermen. This proposal was discussed and recommended to be forwarded to the Board of Mayor and Alderman at the January 2020 Transportation Advisory Committee meeting.

In addition to continued efforts to expand neighborhood sidewalk and traffic calming initiatives at the neighborhood level, utilizing technology to incentivize trips in certain corridors has the possibility of alleviating some of our congestion woes. After discussion with the CEO of Hytch, the program laid out below would make Spring Hill the first city to pilot corridor level incentives as a congestion management strategy. The following proposal shows how the Hytch program could be structured if approved by BOMA.

Initial Project Budget: \$25,000

Hytch Service Fee: \$6,250

Hytch Reward Transaction Fee (5%): \$937.50

Remaining Rewards Budget for Pilot: \$17,812.50

Recommended structure of Pilot Program:

Goal #1: Reduce the number of single occupancy trips on US 31. Count based on AADT taken from TDOT Station Number 000067 with 2018 count of 22,396. Measurable goal is 5% reduction of AADT.

Strategy #1: Incentivize commuting pattern to utilize Carters Creek Pike and Lewisburg Pike as parallel bypasses to US 31 during peak commute times by initial offering of 25 cents per mile for

multiple passenger trips. Time frame is 6:45 am to 8:45 am and 4:30 pm to 6:00 pm Monday through Friday, and 9 am to 9 pm Saturday and Sunday. **Suggested allocation of \$6,000 of reward funding.**

Goal #2: Incentivize carpooling to Cool Springs and Maryland Farms.

Strategy #2: Encourage sharing commutes with neighbors with similar destinations. Time frame is 6:00 am to 6:00 pm Monday through Friday, with a **suggested allocation of \$6,000 of reward funding.** Initial incentive offering of 25 cents per mile for multiple passenger trips to specified destinations within time frame allotted.

Goal #3: Reduce employee single rider trips during peak traffic and reduce cost of transportation for employees.

Strategy #3: Encourage employees to use the app and share rides with an initial offering of 10 cents per mile for multiple passenger trips. Time frame is 5 am to 9 am and 3 pm to 7 pm Monday through Friday. Usage will be tracked by employee promo code, similar to the policies in place with the City of Brentwood and City of Franklin. **Suggested allocation of \$3,000 of reward funding.**

Remaining funds of approximately \$2,812.50 to be used for initial signup incentives and marketing.

Transportation Advisory Committee Recommendation: Recommended for approval at 1/21/2020 meeting



COMMUTERS TRUST

IMMEDIATE RELEASE

DATE: March 2nd, 2020

Hytch contact: press@hytch.me

City contact: info@commuterstrust.com

City of South Bend, Indiana, Launches Carpooling Incentive for Workers with Limited Transport Options

Tech partner Hytch Rewards, working with local employers, will pay carpooling commuters up to 50 cents per mile

NASHVILLE, TN – Hytch Rewards, a technology solution that incentivizes smarter mobility decisions, today announced it has been named an official tech partner for [Commuters Trust](#), an innovative transportation initiative of the City of South Bend, Indiana.

Commuters Trust was launched [late last year](#) under former mayor, now Democratic presidential candidate, Pete Buttigieg. The city had identified that a lack of reliable, affordable transportation is a primary barrier to finding and maintaining employment for approximately [10,000 South Bend residents](#). As a solution, the city is working with employers to help low-income and part-time workers with unreliable transportation options commute to and from their jobs.

“As we evolve our program, we were looking for a solution that could help us strengthen and build new carpool and shared ride networks in our community,” said Aaron Steiner, program director for Commuters Trust.

The award-winning Hytch mobile app will be used to verify shared rides in real time and distribute per-mile cash incentives to passengers and drivers. Any South Bend resident can download the app and coordinate with friends or co-workers to provide transportation for the program. Not only can they earn up to 50 cents per mile when carpooling with a program participant, because every qualified mile earns carbon offsets, drivers can also eliminate the carbon footprint for their daily commute.

Hytch launched its commute for cash rewards platform in the company’s home city of Nashville in early 2018, and is now being rolled out to other markets including Seattle and San Francisco. In those cities, Hytch partners with employers, brands and governments to reduce traffic congestion and emissions. However, in the smaller market of South Bend (population: 102,245), the primary application of this versatile technology developed by Hytch will be to coordinate a peer-to-peer shared ride alternatives for workers with limited public transportation options. For overnight and weekend workers in a city the size of South Bend, public transportation may not always be operating.

“The lack of dependable transportation – or no vehicle at all – makes it difficult for some people to consistently get to work on time, or forces them to turn down work opportunities when public transit options aren’t available,” said Steiner. “Our program solves a specific problem around access to employment. Ultimately, we think Hytch Rewards will become an important piece of the puzzle, to provide local workers more options to commute to work and reduce transportation as a barrier to employment.”

“This private-public partnership connects people to their workplace,” said Mark A. Cleveland, co-founder and CEO of Hytch. “By directly rewarding people for networking within their most familiar communities, we inspire carpooling at scale, avoid the fixed costs of mass transit and carve out the venture-capital-funded middleman. South Bend is showing other low-density and car-dependent cities, as well as rural areas, how to get it done at a very low cost.”

Major funding for the Commuters Trust program was provided by the City of South Bend winning a \$1,000,000 grant through the [Bloomberg Philanthropies Mayors Challenge](#). Hytch has now been selected through a competitive bid process to be the mobile app platform of choice for peer-to-peer car sharing as the city moves into Phase 2 of the three-year project.

“Workforce development is an issue for most communities in transition,” Cleveland added. “In this environment with less than 5 percent national unemployment, even if the skills gap is closed, the transportation gap can still be a barrier to success. That impacts families and entire communities. Workers who complete job training programs, become qualified and get hired still face the daily stress of getting to and from work.”

About Hytch Rewards

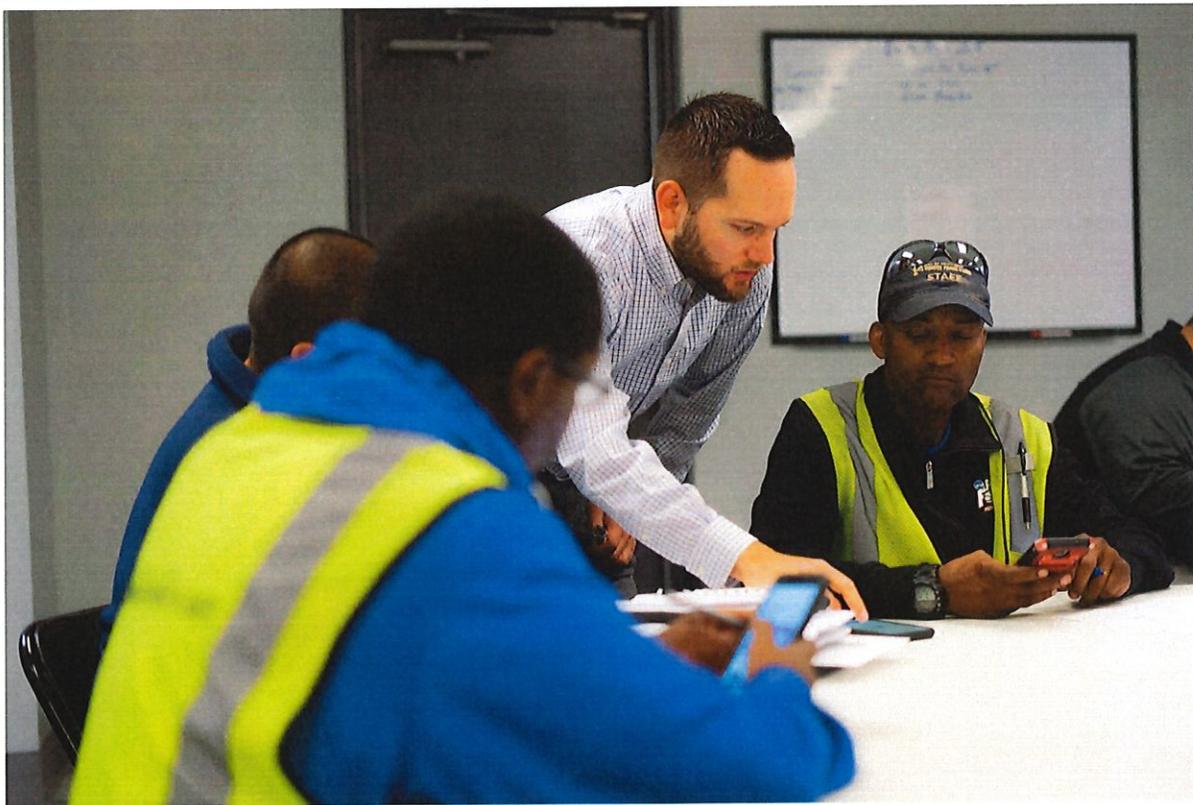
Hytch Rewards is a mobility incentive platform that gives users access to cash rewards and [carbon zero transportation](#) in sponsored areas. Employers and communities use Hytch to connect people to job opportunities and critical services, engage employees in corporate social responsibility initiatives, and promote the habits of sharing a ride, walking, biking or using mass transit. Headquartered in Nashville, Tennessee, Hytch was recognized as the Nashville Technology Council’s Emerging Company of the Year, and has received the Tennessee Governor’s Environmental Stewardship Award, the Tennessee Department of Environment and Conservation’s Sustainable Transportation Award, and the Nashville Entrepreneur Center’s NEXT Award as Social Enterprise and Sustainability Startup of the Year. To learn more, visit www.hytch.me or email press@hytch.me for media inquiries.

About Commuters Trust

Commuters Trust is a public-private collaboration led by the City of South Bend, Indiana that provides local employees with more options to get to and from work. Access to reliable transportation is frequently cited as a top barrier to accessing and keeping a job in the South Bend region. Commuters Trust brings together local employers, transportation providers, and innovative mobility technology to solve this problem. Commuters Trust is supported by the Bloomberg Philanthropies Mayors Challenge. For information, visit www.commutertrust.com or email info@commutertrust.com.

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IMAGE PROPERTIES (All photos courtesy of Commuters Trust):



Caption: "Commuters Trust team members assist participants enrolling in the program."

MASTER SERVICES AGREEMENT

This Master Services Agreement (“**Agreement**”) governs the use of the Hytch Platform and is entered into by and between Hytch, LLC, a Tennessee company with its principal office located at 6339 Charlotte Pike #2015, Nashville, TN 37209 (“**Hytch**” or “**Company**”), and City of Spring Hill (“**CSH**” or “**Client**”), with its principal office located at 199 Town Center Parkway, Spring Hill, TN 37174 (individually each a “**Party**” and collectively the “**Parties**”). This Agreement, including Exhibits, shall be effective upon signature at the last date signed below.

1. Glossary of Terms:

- a. **Hytch Platform** (“**Platform**”) means the intellectual property, content, data management, know how, architectural and graphical design elements and software developed, owned or managed by Hytch.
- b. **User** means an individual who downloads the Hytch app eligible to participate in the Platform.
- c. **Reward** refers to earned incentives that a User is eligible to receive using the Platform.
- d. **Rule** means any one or more (“**Rules**”) as a set of configurations of variable mobility criteria used to define the Rewards a User might qualify for, or which might initiate a marketing message, which Rule can be tied to a geographic location (treated as a “**Super Rule**”).
- e. **Client** means any Party providing payment for the Hytch Platform and services.
- f. **Service Fee** refers to an amount of money due from Client to the Company for services agreed upon.
- g. **Group Code** refers to the code provided by the Client to associate a User to the Client’s network or place(s) of employment or target market.
- h. **Program** means the collective effort of Client and Company to motivate and track User participation through Client funded rewards and Client directed marketing to employees as identified by Client, with all the resources of the Platform provided.

2. Term and Termination:

- a. **Term.** This Agreement shall be for a six month “pilot” which is generally a period that begins from the “**Launch Date**” (typically tied to the date rule testing is complete and rewards are available to Users) and it shall renew only upon the written agreement of the parties not to exceed a total term of three (3) consecutive years.
- b. **Termination.** This Agreement shall terminate **without cause** upon expiration of the Term unless otherwise extended by the parties as specified herein or by written thirty (30) day notice from one party to the other party. This Agreement may also be terminated **with cause** prior to expiration of the Term at any time by either Party upon written notice of the other Party’s material breach of the Agreement, provided such breach is not cured within thirty (30) days from the date of receipt of written notice of the breach. Sections 5, 6, 7 and 8 survive termination for any reason.
- c. **Refunds.** Absent a material default of Company, no refunds of the Client payment or Service Fee(s) will be provided for any reason.

3. Terms of Service and Privacy Policy: All User information Hytch collects through or in connection with this Agreement is subject to Hytch Terms of Service (www.hytch.me/terms-of-service) and Privacy Policy (<http://www.hytch.me/privacy>). By downloading, installing, using and providing information to or through Hytch Platform, Client and Users consent to all actions taken by Hytch with respect to information in compliance with the Privacy Policy. Hytch shall be permitted to use any data or other information gathered in connection with this Agreement for any business purposes related to Hytch performance of this Agreement. Hytch shall not distribute, sell, release or otherwise disclose personal information of a Client or User, except to the extent that Client has and can use personal information of Users to confirm qualification and direct Rewards.

4. Marketing: Hytch will assist Client in marketing and promoting the services, results and technology related to or described in this Agreement, and as reasonably requested by Client, include Client’s name and/or logo with respect thereto, provided that notwithstanding the foregoing, Hytch will not issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement, or otherwise use the other Client’s trademarks, service marks, trade names, logos, copyrights, symbols or brand names, in each case, without the prior written consent of the Client, in each instance subject to any limitations imposed by Client. Client may market and promote the services, results and technology related to or described in this Agreement to the extent it deems appropriate, in its sole discretion, except that it will not issue or release any

announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or otherwise use the other Company's trademarks, service marks, trade names, logos, copyrights, symbols or brand names, in each case, without the prior consent of the Company.

5. Data Usage:

- a. Client acknowledges that when downloading, installing, or using Company software, Company may use automatic means (including, cookies and web beacons) to collect information about use of the software. Client and Users also may be required to provide certain information as a condition to downloading, installing, or using the software or certain features or functionality, and the associated applications and platforms may provide Users opportunities to share information with others.
- b. Certain data is shared by Clients to identify groups associated with the Client. When a User enters a Group Code or "Employee Code" it is confirmed against Client supplied data, but this should also be periodically reviewed by Client. Client must timely update Company on active or inactive status of group members. Company assumes no liability for Rewards paid to any User when active on the list.

6. License to Intellectual Property:

- a. Except for a limited license necessary for Client to perform its obligations hereunder, Client shall not have, acquire or claim any right, title or interest in and to Company software, including, but not limited to the Hytch dashboard, mobile app, and Rewards systems, trademarks, service marks, logo and trade names worldwide (collectively, the "Intellectual Property" and "IP"). Client shall use the Intellectual Property only as provided and shall not alter the Intellectual Property in any way, or act or permit action in any way that would impair Company's (or any licensor, affiliate or agent of Company) Intellectual Property. Client acknowledges that Client's use of the Intellectual Property shall not create in Client or any other person any right, title or interest in Intellectual Property.
- b. Company hereby grants Client a limited, non-exclusive, worldwide, royalty-free, non-transferable license to use the Platform in accordance with this Agreement. Client agrees that if this Agreement is terminated, Client may not use the Platform to develop a similar software solution or service directly or indirectly through a third party and will not reverse engineer Company IP, nor cooperate with any third party to engineer, improve or create a product or service competitive to the Company.
- c. Company shall retain the rights and derivatives to all User Data.

- 7. Shared Learnings:** The Parties agree that both Parties may obtain learnings from the Program. Subject to the Restrictions set forth in this Agreement, any results received from the Program and related learnings may be used by either Party, to the extent such use would not disclose the Confidential Information or violate the Intellectual Property rights of a Party. To the extent practicable, the Parties will work together to derive and share learnings related to the prospects. Parties understand and agree that nothing in this Agreement is intended to grant either Party any rights to the pre-existing Intellectual Property of the other Party, except for the limited licenses stated herein (if any)

- 8. Confidentiality:** The Parties agree that this Agreement, and the exchange of information under this Agreement, will be treated as follows:

- a. "Confidential Information" includes information that a party may disclose to the other Party, either orally, in writing, electronically, or in some other form that includes, but is not limited to, terms and conditions of this Agreement, trade secrets, know-how, software programs, schematics, and other technology-related information; customer lists, financial information, and sales, marketing and business plan information that is marked "proprietary" or "confidential" or which the other party knows, has reason to know or should know is considered proprietary or confidential information whether or not it is marked or designated by such party as "proprietary" or "confidential" at the time of disclosure. This Agreement imposes no obligation upon the receiving Party to the extent receiving Party can demonstrate and document that the Confidential Information was rightfully: (i) known by the Receiving Party prior to its receipt from the Disclosing Party; (ii) obtained from a third party without any obligation of confidentiality; (iii) in the public domain; or (iv) independently developed by or for the Receiving Party.
- b. Each Party agrees that it will: (i) not disclose to any third party any Confidential Information except as expressly permitted in this Agreement; (ii) not use any Confidential Information except as necessary

to perform its obligations under this Agreement; and (iii) take all necessary measures to maintain the confidentiality of all Confidential Information in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance. Notwithstanding the foregoing, each Party may, after providing reasonable written notice to the other Party (if legally permitted), disclose Confidential Information to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law, provided that such Party uses reasonable efforts to request confidential treatment or a protective order before such disclosure; or on a “need-to-know” basis under an obligation of confidentiality to its legal counsel and accountants.

9. Representations; Warranties; Liability: EXCEPT FOR THE EXPRESS WARRANTIES MADE OR REFERENCED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, AND EACH PARTY HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, RESULTS, OR THE SUITABILITY, ADEQUACY, OR COMPLETENESS OF THE PROGRAM. EXCEPT IN CONNECTION WITH A PARTY’S INDEMNIFICATION OBLIGATIONS, A BREACH OF CONFIDENTIALITY, OR VIOLATION OF DATA PRIVACY OR SECURITY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER: (A) FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) FOR MONEY DAMAGES IN EXCESS OF THE FEES PAID UNDER THIS AGREEMENT.

10. Indemnity:

- a. Client agrees to defend, indemnify and hold Company and its affiliates, and all of their respective officers, directors, subcontractors, agents, and employees, harmless from and against any and all claims, liabilities, actions, judgments, costs, and expenses and reasonable attorneys’ fees (collectively “Claims”) arising out or related to: (i) any breach or alleged breach of its obligations or representations and warranties hereunder; (ii) any intentional misconduct or violation of law by Client or any of its officers, directors, members, managers, subcontractors, agents, employees, or representatives, including without limitation any laws relating to sales, data privacy, data security, marketing, telemarketing, or advertising; or (iii) any claim arising out of or related to Company having provided Client access to the data of any User or related to any other third party affiliated with Client, where Client is representing, marketing or in any way processing, downloading or transferring related data.
- b. Company agrees to defend, indemnify and hold Client and its affiliates, and all of their respective officers, directors, subcontractors, agents, and employees, harmless from and against any and all claims, liabilities, actions, judgments, costs, and expenses and reasonable attorneys’ fees (collectively “Claims”) arising out or related to: (i) any breach or alleged breach of its obligations or representations and warranties hereunder; (ii) any intentional misconduct or violation of law by Company or any of its officers, directors, members, managers, subcontractors, agents, employees, or representatives, including without limitation any laws relating to sales, data privacy, data security, marketing, telemarketing, or advertising.
- c. The indemnification obligations set forth above are contingent on the Parties giving each other prompt written notice of any such claims, damages, liabilities, costs or expenses, and the opportunity to assume complete control of the defense, but failure to give such notice shall not relieve a Party of its obligations to the extent that such failure did not cause such Party to suffer material prejudice. A Party may not settle or compromise any claim made without its prior written consent of the other Party, which consent may not be unreasonably withheld. Each Party will not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the released Party a release from all liability with respect to the claim.

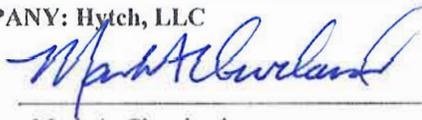
11. Miscellaneous:

- a. **Payment Terms.** Due to the small business nature of Company and the obligation to fund Reward payments to participating Users at the direction of Client, supporting Client approved Rules, all invoices

- are due and payable at signing or upon invoice, with payment terms of net 30 days. Failure to timely pay invoices to renew Reward budgets is likely to interrupt the User experience.
- b. **Notices.** All notices under this Agreement must be in writing and addressed to the other Party at the address above.
- c. **Assignment.** No Party may assign all or any part of this Agreement without written consent of the other.
- d. **Force Majeure.** No Party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.
- e. **No Waiver.** Neither Party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.
- f. **No Agency.** This Agreement does not create any agency, partnership or joint venture between Parties.
- g. **No Third-Party Beneficiaries.** This Agreement does not confer any benefits on any third Party unless it expressly states that it does.
- h. **Counterparts.** The Parties may execute this Agreement in counterparts, each of which will be deemed to be an original, but all of which together will constitute one Agreement.
- i. **Amendments.** Any amendment must be in writing, signed by both Parties, and expressly state that it is amending this Agreement.
- j. **Entire Agreement.** This Agreement sets out all terms agreed between the Parties and supersedes all previous or contemporaneous Agreements between the Parties relating to its subject matter.
- k. **Severability.** If any term (or part of a term) of this Agreement is invalid, illegal or unenforceable, the rest of the Agreement will continue in force unaffected.
- l. **Governing Law.** This Agreement is governed by Tennessee law, excluding Tennessee's choice of law rules. ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY RELATED HYTCH, LLC PLATFORM WILL BE LITIGATED EXCLUSIVELY IN THE CIRCUIT COURT OF MAURY COUNTY, TENNESSEE, AND THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THIS COURT.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by authorized representatives on the dates first indicated above.

COMPANY: Hytch, LLC

By: 
 Name: Mark A. Cleveland
 Title: CEO and Co-Founder
 Date: 4/18/2020

CLIENT: City of Spring Hill

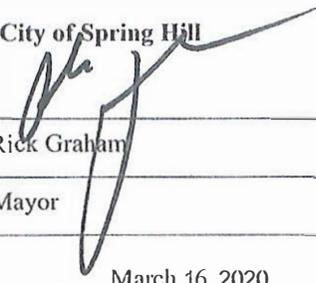
By: 
 Name: Rick Graham
 Title: Mayor
 Date: March 16, 2020

Exhibit A: Assumptions, Services Fees and Policy

1. Overview.

- a. Hytch Reward App lets Users record zero emissions miles and earn cash rewards for sharing a ride, whether by carpool, rideshare service or use of public transit in states that Company is authorized to conduct business. Company will disburse the Rewards to Users as defined by the Rules stated below which may be amended from time to time by Client.
- b. The Parties will assess progress on a regular basis. In the event either Party becomes aware of any issues related to the Program, it will notify the other Party of such issue and the Parties shall each make commercially reasonable efforts to attempt to resolve the issue.
- c. Some Users may receive bonus incentives from other parties.

2. Service Fees.

- a. Platform access fee for software and support is \$750 per month for the first twenty-four (24) months.
 - i. As an incentive, a discount of 33% is offered to \$500 per month per Schedule C.
- b. Initial Employee Account Set Up and Facility Rule Set Up is \$4,000 due at signing, which includes the activation and implementation of up to ten (10) unique Rules plus a separate testing account.
 - i. Clients are billed separately at a rate of \$200 per hour for consulting time, modeling or other special and additional service requested. Consulting time for services beyond those described herein will be pre-approved by Client.

3. Zero Balance Limits.

- a. All Rules will suspend if the Reward fund achieves a \$0.00 Balance.
- b. Payment of the initial Rewards budget of \$20,000 is due on signing, net thirty-day terms (30)
- c. Subsequent Rewards budget renewals are billed in minimum increments of \$5,000 and are assessed a Transaction Fee of 5% applied to Initial Reward Budget (fee waived by mutual consent for Pilot) and Subsequent Rewards as a fully earned fee. Invoice terms are due, net thirty-days (30) and payment must be received in Company office and funds clear prior to allocation of Reward points.

4. Limitations on Use of Rewards Payment (“Rules”)

- a. This section is provided as guidance and may be further defined or refined in a Project Plan which will outline phased implementation plans and become an additional Exhibit when signed.
- b. This section is expected to be augmented if the total number of Rules is more substantial or detailed than ten (10) allocated as defined herein, and thus may also be captured in a separate spreadsheet.
- c. After launch, this section may be modified by written instruction from Client to adjust rewards.
- d. Company will pay Users of the Hytch Reward App from funds provided by the Client as follows:

RULE CONFIGURATION	DAY/TIME OF THE WEEK	MODE	PER MILE REWARD	NUMBER OF PASSENGERS	MINIMUM or MAX DISTANCE	GOAL	NOTES
Host Bonus	NA	Carpool	\$.02	>2	20 miles	1-3	Phase 1
Corridor Rule: US 31	Monday to Fri 6:45 – 8:45 am 4:30 – 6:00 pm	Carpool	\$.05	>2	Exact Miles	1	Phase 1
City Site Origination	Seven Days/TBD	Carpool	\$.10	>2	20 miles	2	Phase 1 (5 sites)
City Site Destination	Seven Days/TBD	Carpool	\$.10	>2	20 miles	2	Phase 1 (5 sites)
Driver Status Bonus	Seven Days/TBD	Carpool	\$.03	>2	20 miles	1-3	Phase 1
Three Participant Bonus	NA	Carpool	\$.01	>3	20 miles	1-3	Phase 1
Origination Rules for Neighborhoods	Monday to Fri 6:00 – 8:45 am	Carpool	\$.05	>2	Geofences	1-3	Phase 2
Destination Rules for Neighborhoods	Monday to Fri 6:45 – 8:45 am	Carpool	\$.05	>2	Geofences	1-3	Phase 2
Corridor Rules: 1) Carters Creek Pike 2) Lewisburg Pike	Monday to Fri 6:45 – 8:45 am 4:30 – 6:00 pm	Carpool	\$.25	>2	Exact Miles	1	Phase 3

ASSUMPTIONS: This is primarily an infrastructure service agreement. Client uses its resources and influence to get the message out to citizens of Spring Hill and assists in media communications. Client leads and directs all employee and staff communication, marketing materials production for messaging to employees and will drive user onboarding activities, communication and contests. Client provides Hytch with participant ID, First Name & Last Name, department and other data as required to establish qualifying profile data for participants, determined in the Project Plan. Client agrees to be a reference account in exchange for the up-front discounts extended. The Program start date is April 20, 2020, to tie promotions into the 50th Anniversary of Earth Day and anticipating the bulk of the set-up work will be done in time to allow for testing. If Client presents or features Hytch as a case study at any national mobility or sustainability conference, writes a white paper (co-author or mutually approved), submits written endorsement and/or makes material contribution to marketing, Hytch will offer credit for 5 free rules per applicable marketing event.

Exhibit B: Payment Authorization

Client Billing Details: City of Spring Hill

Address: 199 Town Center Parkway
Spring Hill, TN 37174

Contact Name: Victory Lay, City Administrator or his designee

Email: vlay@springhilltn.org

Phone: (931) 486-2252 ext. 215

Client Purchase Order: _____

Client Initial Invoice Payment: \$25,000

Terms, Net 30 days from invoice date

Method of Payment:

ACH Deposit: Company routing information:

1. Acct #: 188019007
2. ABA #: 064101398

Wire Transfer: Company routing information:

1. Acct #: 188019007
2. ABA #: 084000026

Payment by check mailed to company office at address above or available for pick up by courier.

Exhibit C: Service Fee Summary and Guidance**Monthly Subscription Service Fee Options**

Monthly Fee for access and platform use:	\$750
Incentive#1 for accelerated payment of the pilot: 44% discount	\$500 x 6 = \$3,000

One Time Charges and **Optional Services

Initial Employee Code Set Up (includes Tester/Champion Platform)	\$4,000 (50% discount for Pilot)
Facility Rule Set Up (applies per location with max of 10 Rules each)	\$1,000 (1 included at no charge)
** On Site Activation (to each location, per day, plus TM&E)	\$800
** Custom Survey design and implementation, with reporting	\$2,000
** Super Rule (unique geographic design)	\$500 (50% discount if City wants to set up Public works, fire dept, planning locations uniquely, for up to 5 locations)
** New Rules: each rule in excess of 10 per Facility or Super Rule	\$100

Guidance on Rewards Budget and * Related Policy**

Recommended First Year Rewards Budget:	\$40,000
Initial Reward Funding Required:	\$20,000

*** Minimum invoice for reward account "recharge" \$5,000

*** Minimum budget per campaign \$500

INITIAL SERVICES SELECTED: Client Initial. _____ Date: _____

Platform Subscription

6 months at \$500 paid up front	\$3,000
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One Time Charges and Optional Services

Initial Employee Code Set Up	\$2,000
Facility Rule Set Up for primary City Office and city limits	\$1,000 (waived for Pilot)

Rewards Budget and Related Fees

Initial Rewards Budget Deposit	\$20,000
Transaction Fee of 5% applied to Initial Reward Budget	\$1,000 (waived for Pilot)

TOTAL DUE UPON SIGNING: \$25,000