

**EXHIBIT A**  
**RATES AND SERVICES ADDENDUM**

This Rates and Services Addendum ("Addendum") supplements the Master Services Agreement between BEEFREE, LLC ("BEEFREE") and KEY BISCAYNE COMMUNITY FOUNDATION, INC. ("CLIENT"), made and entered into on November 30, 2016 (the "Agreement"). This Addendum is subordinate to, and fully incorporates the terms and conditions of the Agreement, unless expressly stated otherwise herein.

In consideration of the promises and covenants contained herein, and for good and valuable consideration, BEEFREE and CLIENT (collectively, the "Parties"), intending to be legally bound, hereby agree as follows:

1. **Term.** The term of the Services set forth under this Addendum shall commence on December 15, 2016, and shall remain in full force and effect until December 14, 2017 (the "Term"), unless terminated sooner pursuant to the terms of the Agreement.
2. **Services.** This Addendum is limited in scope to the following services (the "Services"), which BEEFREE agrees to provide to CLIENT at the rates specified herein (the "Rates"):
  - a. BEEFREE will provide three (3) "Freebee" vehicles dedicated to CLIENT (the "Vehicles") for the duration of the Term.
  - b. BEEFREE will operate two (2) of the Vehicles within CLIENT's designated service area at all times during CLIENT's operating hours (weather and conditions permitting), with the only exception being when a driver takes their thirty (30) minute lunch. At this time, one (1) vehicle will be in operation and BEEFREE will try to limit this to downtime in service.
  - c. BEEFREE will operate an additional vehicle, totaling three (3) of vehicles, within CLIENT's designated service area at times of peak volume; BEEFREE and the CLIENT will review data reports to determine times of peak volume and come to agreement whether or not an additional driver is necessary with 30 day notice. CLIENT will cover additional driver cost during that time.
  - d. Prior to the beginning of the Term, BEEFREE will deliver to CLIENT two (2) fast chargers for charging the Vehicles.
  - e. Prior to the beginning of the Term, BEEFREE will add CLIENT as an additional insured on BEEFREE's automobile insurance policy (of at least \$1 million), and on BEEFREE's general liability policy (of at least \$3 million). CLIENT will remain as an additional insured on said policies throughout the Term.
  - f. BEEFREE will assist CLIENT in developing a marketing plan to encourage ridership on the Vehicles during the Term.
  - g. Beginning with the second month of the Term and continuing for each month of the Term thereafter, BEEFREE will provide CLIENT with a monthly report showing data and analytics related to ridership in the Vehicles for the preceding month(s). BEEFREE will provide these reports within ten (10) business days of the last day of each month, unless another time frame is agreed to between the Parties.
3. **Rates.** As consideration for the Services listed above, CLIENT shall pay BEEFREE at the following Rates:
  - a. The total payment for the Services to be provided under this Addendum shall be **ONE HUNDRED AND NINETY THREE THOUSAND DOLLARS (\$193,000.00)** with the ability to decrease total payment as stipulated under 5(f) of the rates and services addendum.
4. **Payment Terms.** CLIENT agrees to pay the Rates as follows:

MMW

- a. A one time, first payment of **\$96,500.00** to BEEFREE upon execution of this Addendum;
- b. Regular monthly payment will begin on June 15, 2016 as stipulated in the Master Services Agreement under number 3.

**5. Additional Terms.**

- a. CLIENT's operating hours, as contemplated in Section 2.b. above, shall not exceed twelve (12) hours per day, seven (7) days per week. Specific hours of operation will be established in a writing acquiesced to by the Parties prior to the beginning of the Term, and may be modified by subsequent agreements of the Parties as ridership data becomes available throughout the Term.
- b. CLIENT shall be responsible for installation and maintenance of the fast chargers and any costs associated therewith at all times after acceptance of the delivery described in Section 2.c. above.
- c. BEEFREE will operate the Vehicles in CLIENT's designated service area as delineated in the attached map.
- d. BEEFREE will develop a system to accommodate telephone-based ride requests for prospective passengers who are unable to utilize BEEFREE's "Ride Freebee" Mobile Application.
- e. CLIENT will provide three (3) covered and secured parking spaces for the Vehicles for the duration of the Term at no cost to BEEFREE.
- f. Should local law allow for BEEFREE to sell advertising space on the Vehicles at any time during the Term, and provided BEEFREE is able to sell such advertising space, all advertising shall be subject to CLIENT's approval prior to placement on the Vehicles. Any advertising revenues generated from the sale of such advertising on the Vehicles shall be divided equally between BEEFREE and the CLIENT. Additionally, CLIENT shall be permitted to allocate its share of such revenue towards subsidizing the Rates it has agreed to pay hereunder.

**IN WITNESS WHEREOF**, the Parties have caused this Addendum to be executed by their duly authorized representatives, effective as of the date last written below.

**BEEFREE, LLC**

By: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

**KEY BISCAYNE COMMUNITY  
FOUNDATION, INC.**

By: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)