

Confidential Information under this Agreement shall be construed as the grant of any right, title or interest, by license or otherwise, in or to the Confidential Information. The remedy at law for breach or threatened breach of this V shall be inadequate, and in addition to any other remedy available, the non-breaching party shall be entitled to seek injunctive relief. In the event that Customer receives a request for Service Provider's Confidential Information, including this Agreement and the terms and conditions contained herein, under the Freedom of Information Act ("FOIA") or any similar law, Customer agrees to provide Service Provider timely notice of such a request and to assist Service Provider in seeking to protect its Confidential Information under any applicable exemption for trade secrets, to the extent possible under Applicable Law.

Exclusions. The Receiving Party shall have no obligation as set forth herein with respect to any Confidential Information disclosed to it which: (i) the Receiving Party can demonstrate was already known to it at the time of its receipt hereunder; (ii) is or becomes generally available to the public other than by means of breach of these Terms and Conditions or any other agreement any party may have with the Disclosing Party; (iii) is independently obtained from a third party (other than any authorized recipient) whose disclosure to the Receiving Party does not violate a duty of confidentiality and does not require further restrictions on such disclosure; or (iv) is independently developed by or on behalf of the Receiving Party without use of, reference to or reliance on any Confidential Information of the Disclosing Party, and such independent development can be reasonably evidenced by the Receiving Party. In addition, the Receiving Party may make disclosure of Confidential Information in a judicial, legislative, or administrative investigation or proceeding or to a government or other regulatory agency; provided that, to the extent permitted by, and practicable under, the circumstances, the Receiving Party shall provide to Disclosing Party prior written notice of the intended disclosure to enable the Disclosing Party the reasonable opportunity to contest or limit such disclosure or, if prior written notice is not permitted or practicable under the circumstances, prompt notice of such disclosure.

VI. Notices

All notices must be sent by certified mail or overnight courier to the address specified for each party and deemed given three (3) business days after sending.

If intended for Service Provider, to:

Via Transportation, Inc.
160 Varick Street, Floor 4
New York, New York 10003

If intended for Customer, to:

City of Valdosta
216 E Central Ave
Valdosta, GA 31601

VII. Applicable Law

The laws of the State of Georgia will govern this Agreement without regard to the principles of conflicts of laws.