

LICENSE AGREEMENT

DENVER SHARED MICROMOBILITY SERVICES

This **LICENSE** (this “License”) is made and given, as of the date set forth on the City’s signature page below (the “Effective Date”), by the **CITY AND COUNTY OF DENVER**, a home rule city and municipal corporation (the “City”), to **Neutron Holdings, Inc. d/b/a Limebike** (“Lime”) with its principal place of business at 85 2nd Street, 1st Floor, San Francisco, CA 94105 (each individually a “Party” and together, the “Parties”).

RECITALS

- A.** Lime owns property it wishes to locate and offer for hire within the right-of way in the City and County Denver, State of Colorado, as more particularly described on **Exhibit 1** attached hereto (“Lime’s Property”).
- B.** The City and Lime now wish to provide for the use of the Property by End Users within the geographical boundaries of the City and County of Denver as part of a citywide micro-mobility program encouraging alternative forms of transportation as part of the Mayor’s Vision Zero campaign.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Lime and the City do hereby promise and agree as follows:

- 1. GRANT:** As of the Effective Date, the City hereby grants to Lime a non-exclusive license to use and occupy the right-of-way, or portions of the right-of-way, for the following purposes, and as further detailed in the Scope of Work, attached as **Exhibit 2** (the “Work”):
 - A.** Operation of shared micro-mobility services (including, at a minimum, scooters and bicycles/e-bicycles) under a branded, integrated platform. Operation includes the provision of vehicles, maintenance, and all associated operation of these vehicles.
 - B.** Installation and maintenance of vehicle docking stations and any infrastructure associated with provision of micro-mobility service. Lime will be responsible for all proper permitting for any infrastructure placed in the public right-of-way.

Lime acknowledges and agrees that the exercise of the foregoing rights (referred to herein collectively as the “License Rights”) shall be in accordance with, and subject to, the terms and conditions set forth in this License. This License does not authorize Lime to enter upon, or make any use of, any public property other than the right-of-way and for only those purposes identified as the License Rights.

- 2. CITY RETAINED RIGHTS:** The City retains the right to use, occupy, enjoy, grant other interests, and in all other ways govern and control the right-of-way and any City owned land. Notwithstanding the foregoing, the City, acting through its Managers of the Department of Transportation and Infrastructure and Parks and Recreation (the “Managers”) retains the

right, at the Managers' sole discretion, to require the Lime's Property to be removed from the right-of-way or any dedicated park and/or to relocate Lime's Property at Lime's sole cost and expense. The City retains the right to control, monitor, and establish procedures applicable to Lime's use of the right-of-way. This License and the License Rights shall be considered personal to the Lime named in this License and non-transferrable without the prior written consent of the Managers.

3. **COSTS:** Lime shall be responsible for all costs and expenses associated with License Rights. The City shall not be responsible for any costs or expenses associated with the License Rights.

4. **CONFIDENTIALITY:**

"Confidential Information" means all information or data disclosed in written or machine recognizable form and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a "Disclosing Party") or permit the other Party (the "Receiving Party") access to the Disclosing Party's Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, subcontractors, agents and consultants that need to know such information to fulfil the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfil the purposes of this Agreement.

Lime shall provide for the security of Confidential Information and information which may not be marked, but constitutes personally identifiable information, HIPAA, CJIS, or other federally or state regulated information in accordance with all applicable laws, or rules and regulations promulgated pursuant thereto.

Confidential Information that the Receiving Party can establish: (i) was lawfully in the Receiving Party's possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, subcontractors, agents and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.

Nothing in this Agreement shall in any way limit the ability of the City to comply with any

laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S. In the event of a request to the City for disclosure of confidential materials, the City shall promptly advise Lime of such request in order to give Lime the opportunity to object to the disclosure of any of its materials which it marked as proprietary or confidential. In the event of the filing of a lawsuit to compel disclosure, the City will tender all material to the court for judicial determination of the issue of disclosure and Lime agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. Pursuant to paragraph 7, below, Lime further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Lime's intervention to protect and assert its claim of privilege against disclosure under this section 5 including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs, and damages that the City may incur directly or may be ordered to pay by such court.

5. **BASIC TERMS & CONDITIONS:**

- A. **Term:** The Term of this License shall be five (5) years, starting on the Effective Date (the "Term").
- B. **Compliance with Laws:** Lime shall provide or obtain and maintain all notices, permits, licenses, consents, permissions, and approvals required by any governmental or quasi-governmental entity prior to commencing the Work or any activities in the right-of-way. Lime hereby acknowledges that any and all activity on or about the right-of-way shall require Lime to obtain in advance and comply with any and all permitting requirements for use of City right-of-way. Any required manifest, approval, license or permit shall be issued in Lime's name. Lime hereby acknowledges and agrees that it is bound by and shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and policies, and the terms and conditions set forth in the Plans and all other applicable plans, specifications, permits, permissions, consents, and approvals, including, without limitation, the Rules and Regulations for Encroachment Permits, in connection with the Work and any activity undertaken by or on behalf of Lime in the right-of-way or on any other City-owned property.
- C. **No Property Interest:** Nothing in this License creates or recognizes a property interest on the part of Lime in or to the right-of-way or other City-owned land.
- D. **Revocation or Termination:** The City, acting through its Managers, shall have the right to revoke or terminate the License Rights and this License in the event of a breach of the terms herein by Lime. The Managers shall give Lime a Notice of Revocation and Termination ("Notice"). If the reason for the Notice is for a curable violation of this License, upon receipt of such Notice, Lime shall have 45 days, or

such longer time as approved by the Managers, which such approval the Managers shall not unreasonably withhold, to cure the violation. If the reason for the Notice is not curable, Lime shall have 90 days to remove Lime Property and all its appurtenances from the right-of-way and restore the right-of-way as required herein.

- E. City Representative:** The Executive Directors or their designee(s) (the “City Representative”) shall be Lime’s contact for coordination of the Work of Lime under this License. Lime shall take all reasonable measures to keep the City Representative informed of the progress of the work and related activities, and any emergencies, in accordance with this License and to comply with the directions and requirements of the City Representative, including any order to suspend work or to cease and desist in any unauthorized activities. Except in the case of an emergency, at least 3 days prior to entering onto the right-of-way and performing any Work, Lime shall provide written notice to the City Representative with evidence that all necessary permits, permissions, and approvals have been obtained and the dates for the start and completion of any Work. All Work shall be performed in accordance with applicable City ordinances, rules and regulations, including but not limited to permits, permissions, and approvals, and to the reasonable satisfaction of the City Representative.

City Representative:

Stephen Rjio
Senior City Planner
Denver Department of Transportation and Infrastructure
720-913-0721
Stephen.Rjio@denvergov.org

- F. Lime and its Contractors:** All contractors, subcontractors, consultants, suppliers, laborers and agents retained to perform some portion of the Work or to undertake any activities on or about the right-of-way shall be regarded as being the “Lime” under this License, shall be subject to the terms and conditions of this License, and shall be identified (by name, address, telephone number, and email address) promptly upon a written request from the City Representative, and this contact list shall be updated as needed. At no time shall Lime, its officials, employees, contractors, subcontractors, consultants, suppliers, laborers or agents be regarded as working for the City in any capacity nor shall they be regarded in any manner as being employees or contractors of the City.
- G. Restoration:** Lime shall not damage, destroy or harm any improvements on or about the right-of-way or other City-owned land and shall promptly repair, replace or restore, to a condition similar to that which existed prior to the commencement of the Work, to the satisfaction of the City Representative, any improvements or other conditions damaged by Lime as the result or in relation to the Work performed (the “Restoration”).

- H. Utilities:** Lime shall be solely responsible for locating and taking appropriate measures to protect all overhead, above ground and underground utilities, including without limitation gas, electrical, sewer, water, telephone, and cable, during the Work on or about the right-of-way and any other City-owned land, if applicable. Lime shall arrange for the timely and complete location of all utilities in accordance with law; shall take all necessary precautions to avoid damage to, or injury from, such utilities; and shall be liable for all damages resulting from any contact with or destruction of such utilities. The City Representative will provide, upon request, any drawings or other documents it may have regarding the existence of such utilities in the right- of-way or other City-owned land, but the City expressly disclaims the reliability or accuracy of any such drawings or documents it may provide to Lime.
- I. Lime's Personal Property:** Lime shall take reasonable measures to secure its Personal Property (defined below) located on the right-of-way from public access or tampering and for the protection of public health and environment during the Work. The City assumes no liability for public misconduct, theft or vandalism. Upon the completion of any Work, Lime shall promptly remove from the right- of-way all equipment, vehicles (except Dockless Vehicles, as that term is defined in the Scope of Work), temporary structures, road base, excess soil and rocks, chemicals, signs, barriers, materials, supplies, construction debris, and waste brought on site or generated by Lime on site (“Personal Property”) and shall do so in compliance with federal, state and local regulatory requirements, standards, and guidelines. Alternatively, if Lime fails to remove any item of Personal Property as provided herein, the City may perform such removal and Lime shall promptly reimburse the City for all reasonable costs incurred.

6. INSURANCE:

- A. General Conditions:** Lime shall secure, on or before the Effective Date, the following insurance covering all Work and related activities under this License. Lime shall keep the required insurance coverage in force at all times during the term of this License, or any extension thereof, and for three (3) years after termination of this License. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-VIII” or better. Each policy shall contain a valid provision or endorsement stating “Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to the City. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.” If such written notice is unavailable from the insurer, Lime shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s). Additionally, Lime shall provide written notice of cancellation, non- renewal and any - reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the City must be notified by Lime. Lime shall be responsible for the payment of any deductible or self-insured

retention. The insurance coverages specified in this License are the minimum requirements, and these requirements do not lessen or limit the liability of Lime. Lime shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this License.

- B. Proof of Insurance:** Lime shall provide a copy of this License to its insurance agent or broker. Except as authorized by a permit previously issued to Lime, Lime may not commence Work under this License prior to placement of coverage. Lime certifies that the certificate of insurance attached as **Exhibit 3**, preferably an ACORD certificate, complies with all insurance requirements of this License.
- C. Additional Insureds:** For Commercial General Liability, Business Auto Liability, and Contractors Pollution Liability, Lime's insurer(s), and any subcontractors' insurer(s), shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- D. Waiver of Subrogation:** For all coverages, Lime's insurer shall waive subrogation rights against the City.
- E. Contractors and Consultants:** Lime shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by Lime and appropriate to their respective primary business risks considering the nature and scope of services provided.
- F. Workers' Compensation/Employer's Liability Insurance:** Lime shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of at least \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Lime expressly represents to the City, as a material representation upon which the City is relying upon in issuing this License, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this License, and that any such rejections previously effected, have been revoked as of the date the Lime signs this License.
- G. Commercial General Liability:** Lime shall maintain a Commercial General Liability insurance policy with limits of at least \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- H. Business Automobile Liability:** Lime shall maintain Business Automobile Liability with limits of at least \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing the work under this License. If transporting hazardous material or regulated substances, Contractor shall carry a

pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

I. Additional Provisions:

(1) For Commercial General Liability and Contractors Pollution Liability, the policies must provide the following: (a) that this License is an Insured Contract under the policy; (b) defense costs are outside the limits of liability; (c) a severability of interests or separation of insureds provision (no insured v. insured exclusion); and (d) a provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services required under this License were provided to the City, whichever is earlier.

(3) Lime shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At the Lime's own expense, where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, Lime shall procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

7. DEFENSE & INDEMNIFICATION:

A. Indemnification: Lime shall defend, indemnify, and hold harmless the City, its appointed and elected officials, employees and agents, against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from or relating to the exercise of this License, any work performed or activities undertaken, or financial liability incurred by Lime in relation to this License, and the occupancy or use of any portion of the right-of-way or any other City-owned property ("Claims"), unless and until such Claims have been specifically determined by the trier of fact to be due to the negligence or willful misconduct of the City. This indemnity and duty to defend shall be interpreted in the broadest possible manner to indemnify and protect the City for any acts or omissions of Lime, either passive or active.

B. Duty to Defend: Lime's duty to defend and indemnify City shall arise (i) at the time written notice of the Claim is first provided to City regardless of whether claimant has filed suit on the Claim; and (ii) even if City is the only party sued by claimant. The City shall promptly notify Lime of all Claims and/or lawsuits related to this License giving rise to Lime's duty to defend, even if the City is the only party named in such Claim or suit.

C. Payment of Expenses: Lime will defend any and all Claims brought against City to

the extent required by Sections 6(a) and (b) above, and will pay on behalf of City any reasonable expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

- D. Control of Defense:** Lime's defense and indemnification obligations are subject to City providing Lime with reasonable control over the defense and settlement of the Claim, including over incurring expenses related to defending such Claims such as, but not limited to, court costs, attorney fees, and fees otherwise incurred in defending and investigating such Claims. The City shall cooperate with Lime to the extent reasonably necessary to defend the Claim. The City shall have the right to approve major milestones in the defense of the Claim, which such approval the City shall not unreasonably withhold.
- E. Not Limited by Insurance Coverage:** Insurance coverage requirements specified in this License shall in no way lessen or limit the liability of Lime under the terms of this indemnification obligation. Lime shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- F. Survival:** This defense and indemnification obligation shall survive the expiration or revocation of this License.
- G. Claims Related to Work:** Lime shall be responsible for all compensation or restitution for injuries to persons or damage to or loss of property or other Claims belonging to persons arising from, or related to, any of the Work or other actions undertaken by or on behalf of Lime. The term "persons" shall include, without limitation, City officials, End Users, employees, volunteers, consultants, contractors, and agents.
- 8. SPECIAL CONDITIONS OF ACCESS & USE:** In addition to all other general terms and conditions set forth in this License, the following terms and conditions are established:
- A.** In the event that the Work shall require that portions of any bike or pedestrian trail (a "Trail") be closed for more than twenty-four (24) continuous hours, Lime shall prepare a detour plan which must be approved by the City Representative and the Denver City Traffic Engineer prior to Lime implementing the detour plan ("Traffic Control"). All Traffic Control measures, including barricades, signs, and flagging, are subject to changes required by the City Representative if the City Representative finds any of them to be inadequate.
- B.** If any Work impacts Parks and Recreation facilities, in addition to other permits, permissions and approvals, Lime shall obtain a Temporary Construction and Access Permit ("TCAP") from the City's Department of Parks and Recreation.

9. **GOVERNMENTAL APPROVALS AND CHARGES:** Lime shall obtain and maintain, at its sole cost, and comply with all permits or licenses (federal, state, or local) required for the Work to be performed under this License. Lime shall pay promptly all taxes, excises, license fees, and permit fees and charges of whatever nature applicable to the work and shall not permit any of said taxes, excises or license or permit fees to become delinquent or to fail to pay any penalties or fines assessed with respect to the Work. The City shall not be liable for the payment of fees, charges, taxes, late charges, penalties or fines of any nature related to the Work. Lime hereby indemnifies and saves harmless the City for the extent of any and all liability for fees, charges, taxes, late charges, penalties or fines resulting from Lime's failure to comply with this Paragraph 8. This indemnification obligation shall survive the revocation or termination of this License.
10. **LIENS & OTHER ENCUMBRANCES:** Lime shall not permit any mechanic's or materialman's liens or any other liens to be imposed upon any City-owned land due any worker for labor performed or materials or equipment furnished by any person or legal entity to or on behalf of Lime, either pursuant to C.R.S. § 38-26-107 or by any other authority, or due to any other claim with respect to the Work. Lime shall promptly pay when due all bills, debts and obligations incurred in connection with the work performed under this License and shall not permit the same to become delinquent. Lime shall not permit any lien, judgment, execution or adjudication of bankruptcy which will in any way impair the rights of the City to any City-owned land. Lime hereby indemnifies and saves harmless the City for the extent of any and all liability for payments, expenses, interests, and penalties resulting from Lime's failure to comply with this Paragraph 9. This indemnification obligation shall survive the revocation or termination of this License.
11. **NOTICES:** All notices required to be given to the City or Lime hereunder shall be in writing and delivered by email, personal delivery, commercial overnight courier, or certified mail, return receipt requested, to:

City: Executive Director/Manager
Department of Transportation and Infrastructure
201 West Colfax Ave., Dept. 608
Denver, Colorado 80202

Denver City Attorney City Attorney's Office
201 West Colfax Ave., Dept. 1207
Denver, Colorado 80202

Executive Director/Manager
Department of Parks and Recreation
201 West Colfax Ave, Dept. 601
Denver, CO 80202
Phone: (720) 913-1311

Lime: Cody Noblin
2200 East 76th Avenue, Suite C400

Denver, CO 80229
Phone: 303.356.9332
Email: cody.noblin@li.me

Eric Kocaja
Territory Manager
Phone: 206.391.4082
Email: eric.kocaja@li.me

Kristin Kaiser
Regional General Manager
North America Operations
Phone: (603) 508-1553
Email: kk@li.me

Attention: _____

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons to receive such notices. The effective date of service of any such notice shall be the date such notice is mailed or delivered to Lime or the City. Daily communications and coordination between the City Representative and the representative of Lime and its contractor may be telephone or email, if so allowed under this License and as agreed by these representatives.

12. **GOVERNMENTAL IMMUNITY**: Nothing in any other provision of this License shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the City may have under the Colorado Governmental Immunity Act (§24-10-101, C.R. S., et. seq.) or to any other defenses, immunities, or limitations of liability available to the City against third parties by law.
13. **NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of the work under this License, Lime agrees not to refuse to hire, nor to discharge, promote or demote, nor to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.
14. **REMEDIES AND VENUE**: In addition to revocation or termination of this License and the self-help provisions of this License, the City shall have all remedies available at law or in equity against Lime. Lime's exclusive remedy against the City shall be for specific performance and Lime does hereby waive all other remedies at law or in equity including damages. Venue for any action under this License shall be in the District Court for the City and County of Denver.
15. **AMENDMENT**: Except as otherwise expressly provided in this License, this License may be amended, modified, or changed, in whole or in part, only by written agreement executed

by the parties in the same manner as this License.

16. **NO ASSIGNMENT**: Lime shall not assign its rights or delegate its duties hereunder, with the exception of contracting and subcontracting as provided in this License, without the prior written consent of the Managers.
17. **SEVERABILITY**: If any term or provision of this License is held by a court of law (following all legal rights of appeal or the expiration of time therefore) to be illegal or unenforceable or in conflict with any law of the State of Colorado or the City Charter or City ordinance, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Access License did not contain the particular term or provision held to be invalid; provided, however, if the invalidated term or provision was a critical or material consideration of either Party in entering this License, the Parties shall work together, in good faith, to come up with an amendment to this License that substantially satisfies the previously intended consideration while being in compliance with Applicable Law and the judgment of the court.
18. **AUTHORITY TO EXECUTE**: The person signing for Lime warrants that he or she has the complete authority to sign on behalf of and bind Lime.
19. **APPROPRIATION**: All obligations of the City hereunder are subject to the prior appropriation of funds for such purposes by the Denver City Council and encumbrance thereof.
20. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: Lime consents to the use of electronic signatures by the City. This License, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of this License solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of this License in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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Contract Control Number: DOTI-202158011-00
Contractor Name: NEUTRON HOLDINGS, INC. dba Limebike

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202158011-00
NEUTRON HOLDINGS, INC. dba Limebike

By:  Eric Kocaja
354EEED797D8424...

Name: Eric Kocaja
(please print)

Title: General Manager, Midsouth Region
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT 1 – LIME’S PROPERTY

- (a) Dockless Vehicles, including Electric Bikes and Electric Scooters, bearing the logo of Lime and/or its affiliates, in form and substance similar to that displayed below; and
- (b) Related infrastructure such as parking infrastructure, each as more particularly described in the Scope of Work attached as Exhibit 2.



EXHIBIT 2 – SCOPE OF WORK

A. Definitions

1. “City” – The City means the City and County of Denver government.
2. “Class 1 Electrical Assisted Bicycle” – Class 1 Electrical Assisted Bicycle means an electrical assisted bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour.
3. “Class 2 Electrical Assisted Bicycle” - Class 2 Electrical Assisted Bicycle means an electrical assisted bicycle equipped with a motor that provides assistance regardless of whether the rider is pedaling but ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour.
4. “Corral” -- means a spot in the City right-of-way intended to mark a recommended parking location for Dockless Vehicles, created by Lime, and demarcated using painted pavement, or other reasonably non-invasive markers, such as thin PVC (or other plastic) posts, and which may be represented virtually in Lime’s APP.
5. “Denver” – Denver means the geographic region encompassed by the political boundaries of the City and County of Denver.
6. “Denver Micromobility Program” – City and County of Denver-licensed program for the operation of Micromobility Vehicles procured under the 2020 “REQUEST FOR QUALIFICATIONS SHARED MICROMOBILITY.”
7. “Department” – Department refers to the Department of Transportation & Infrastructure (DOTI).
8. “Deployed” means the Dockless Vehicles deployed during a particular Deployment.
9. “Deployment” means the initial daily deployment of Electric Scooters and/or Electric Bikes.
10. “Dockless Vehicle” – means an Electric Scooter, Class 1 or Class 2 Electrical Assisted Bicycle or other City-approved vehicle type that is part of a publicly-offered transportation system and does not require a fixed apparatus for its receipt or return.
11. “Docking Station” – A physical station that users return or check out shared micromobility devices; and may include powered and unpowered infrastructure.
12. “Electric Bikes” or “e-bikes” Class 1 Electric Bicycles and/or Class 2 Electric Bicycles.
13. “Electric Scooter” – Electric Scooter means a device that weighs less than one hundred pounds with handlebars that is powered by an electric motor and that has a maximum speed of twenty miles per hour on a paved level surface when powered solely by the electric motor. Electric Scooter does not include an electrical assisted bicycle, electrical personal assistive mobility device (EPAMD), motorcycle, or low- power scooter.
14. “End User” – End User means a person who signs up to patronize Lime’s Dockless Vehicles for operation within Denver.
15. “Enforcement Official” – Enforcement Official means a person employed by the City and charged by the Manager of DOTI with enforcing the ordinances contained in the Denver Revised Municipal Code (D.R.M.C.) and the Executive Director’s Rules. “Enforcement Official” shall include any Denver police officer.
16. “Executive Director” – Executive Director means the Executive Director of Denver Department of Transportation and Infrastructure.
17. “Executive Director’s Rules” – Executive Director’s Rules means these rules and procedures established by the Executive Director promulgated pursuant to Chapter 54, to provide additional guidance and clarity on the administration of transportation mobility systems and services.
18. “Good Working Order” is defined in Section H(3)
19. “Industry Standards” refer to a set of criteria within an industry relating to the standard functioning and carrying out of operations for docking stations, corrals, and Juice Bars, including but not limited to:

- a. End Users are able to park and retrieve Vehicles as intended.
 - b. Free of significant graffiti and/or vandalism that would materially impair the use of Docking Stations.
 - c. All advertising panels, and signs are visible and in good condition.
 - d. All Docking Stations or kiosks are properly functioning (if applicable) and in good condition.
 - e. All locking mechanisms are properly functioning.
20. “Initial Deployment” – Lime’s first deployment of vehicles for commercial purposes upon receiving an executed license for operation under this program.
 21. “Initial Maximum Electric Scooter Fleet Size” means 1,500 Electric Scooters.
 22. “Juice Bars” – A parking and charging system for certain Dockless Vehicles provided by SwiftMile.
 23. “License” means that certain License Agreement - Denver Shared Micromobility Services executed by and between the City and Lime, dated as of February, 2021, including this Scope of Work.
 24. “Lime Access” – Lime Access provides discounted fares to qualifying riders in the United States, and access to Lime scooters for people without smartphones or credit cards. To qualify, an individual must demonstrate participation in a local, state or federal public benefits program and satisfy Lime Access program requirements. Lime Access prices may vary by City. Lime Access members can use PayNearMe to pay in cash at any CVS or 711 store, and a text-to-unlock feature, removing the barrier of smartphone and credit card ownership.
 25. “Maximum Electric Scooter Fleet Size” means the Initial Maximum Electric Scooter Fleet Size plus any fleet size increases granted in accordance with this License.
 26. “Micromobility Vehicle” – Micromobility Vehicle means a human or electric-powered vehicle that is allowed to be operated in a bicycle lane as defined in D.R.M.C. 54-1(7).
 27. “Minimum Bike Fleet Mix Average” is defined in Section C.
 28. “Notice” – Notice means a written communication such as a letter, e-mail, citation or civil penalty, warning or announcement. Written notice issued by Lime should be addressed to the Executive Director, Denver Department of Transportation & Infrastructure via post mail at 201 W Colfax, Dept. 608, Denver, CO 80202 and/or via email at [Stephen.Rijo@denvergov.org]. Written notice issued by the City to Lime should be addressed to Lime Operations Manager at 2200 East 76th Ave, Suite C400, Denver, CO 80229 and via email at help-denver@li.me.
 29. “Opportunity Area” – Opportunity Area means select Denver Statistical Neighborhoods, made up of US Census Tracts, where a variety of indicators such as income, percentage minority groups, women led households, access to vehicles and other data points are aggregated to identify target investment locations. (see Appendix A for specific locations—this map is subject to adjustment by the Manager as conditions warrant).
 30. “Parking Area” – Parking Area means an area agreed upon by Lime and the Executive Director within the public right-of-way, typically delineated with traffic grade striping, paint or vertical elements, where Dockless Vehicles may be parked when not in active use.
 31. “Restricted Area” – Restricted Area means any part of the public right-of-way restricted by the Executive Director with at least 7 days advance written notice provided to Lime, for the placement or operation of Dockless Vehicles.
 32. “Scope of Work” means this Scope of Work, attached as Exhibit [2] to the License.
 33. “Subsidized End User Fee Schedule” is defined in Section O.
 34. “Term” shall have the meaning given to such Term in the License.
 35. “Vehicles” – means Dockless Vehicles.

B. Dockless Unit Deployment and Parking Requirements

1. For each day on which Lime deploys Dockless Vehicles, Lime shall deploy Dockless Vehicles in Opportunity

Areas in an amount equal to 30% of the total electric fleet that Lime deploys in Non-Opportunity Areas on that day, at the time of the daily initial Dockless Vehicle Deployment. A map of opportunity areas is shown in Appendix A. The required percentage and location of opportunity areas is subject to adjustment as mutually agreed upon by Lime and the Executive Director as conditions warrant. Dockless Vehicles must start to be Deployed to the Opportunity Area no later than 7:00 AM and be fully deployed no later than 9:00 am each day vehicles are Deployed.

2. Dockless Vehicles must be Deployed by Lime in a manner that allows clear passage in the right of way and does not impede ADA accessibility or the boarding or departure of public transit users.
3. Property owned by the Regional Transportation District (the "RTD") such as light rail stations are subject to rules set forth by the RTD.
4. Property and trails managed by Denver Parks and Recreation ("DPR") are subject to rules and regulations set forth by DPR.
5. Dockless Vehicles parked in the public right of way by Lime must adhere the following guidelines, including that they must:
 - a. not block the movements of pedestrians and always provide 5' clear width;
 - b. be parked against buildings (not impeding pedestrian access) or at least 1.5' from the back of curb/flowline;
 - c. Preserve pedestrian sight triangles at intersections, alleys, and driveways as well as access to bus/LRT operations at stops (ex. 96in x 60in clear at bus stops for ADA ramp deployment);
 - d. be upright when parked;
 - e. not impede access to utilities, or access from the street to the sidewalk;
 - f. leave at least 8 feet of clear walkway on sidewalks when parked on arterial streets where possible;
 - g. provide additional clear width in high pedestrian areas if required, as determined by DOTI; and
 - h. follow all Tier 1 Encroachment guidelines for placement and access.
6. As a condition of launch, Lime will be required to provide the Department with the parking education content designed for End Users, as well as an outreach plan for regularly reinforcing that information, and work with the Department when changes are necessary to improve parking compliance. Subsequent changes to this plan shall be approved by the Department, and such approval shall not be unreasonably withheld.
7. Lime's failure to adhere to deployment parking requirements, as documented by DOTI mechanisms including, but not limited to warnings, or notices may lead to disciplinary actions as described in Exhibit B hereto. With respect to subsections 2, 3, 4, 5, 6 of this Section B, Lime shall have two hours from the time it receives written notice of a violation from the City to remedy such violation. In the event that Lime remedies the issue prior to the end of such 2-hour period, the City shall not pursue disciplinary action against Lime and must not impose the penalties related to violations of this Section B as described on Exhibit B hereto. Such written notice shall include:
 - a. A photo of the Dockless Vehicle's QR Code;
 - b. the location of the vehicle;
 - c. a description of the parking issue; a
 - d. a photo that clearly demonstrates the violation; and
 - e. the name of the member of the City's staff who documented this information.
8. If the Department identifies a geographic concentration of End User-caused violations of this section, Lime shall make a reasonable effort to conduct targeted user education of parking rules in coordination with DOTI.

C. Vehicle Deployment Requirements

1. Lime may deploy the Initial Maximum Electric Scooter Fleet Size of 1,500 Electric Scooters upon Initial Deployment.
2. A minimum average of 20% of the daily maximum quantity of Deployed Electric Scooters during any given 7 day period shall be bikes or e-bikes to ensure residents and visitors have access to bikes (the “Minimum Bike Fleet Mix Average”); provided, however, that the actual percentage of bikes/e-bikes deployed and rentable may be higher than 20%. The Minimum Bike Fleet Mix Average shall be calculated exclusive of outages and/or service interruptions caused by factors outside of Lime’s control, including, but not limited to severe weather, civil unrest, and/or 3rd party service provider connectivity outages. Lime shall notify the City of any outages or service interruptions within 24-hours.
3. Lime shall conduct regular audits and relocate Dockless Vehicles based on changing demand at Lime’s reasonable discretion and shall work diligently to minimize overcrowding in its Deployment of Dockless Vehicles in highly-desirable areas (e.g. Union Station) or on single block faces.
4. Lime has developed the plan for maintaining, rehabbing, and replacing Dockless Vehicles and associated infrastructure attached hereto as Exhibit D which the City has reviewed and approved, prior to initial deployment of this program. Subsequent material changes to this plan shall be approved by the Department, which approval the Department shall not unreasonably withhold.
5. Lime shall make reasonable efforts to ensure that Dockless Vehicles do not materially impede the safety of and accessibility for pedestrians and those who use mobility devices such as wheelchairs.
6. Lime shall make vehicles and services available to all of Denver’s Neighborhoods but shall not be required to service the Denver International Airport and surrounding areas.
7. Lime’s deployed and rentable e-scooters shall not exceed the Maximum Electric Scooter Fleet Size at any one point in the day; provided, however, that Lime may exceed the Maximum Electric Scooter Fleet Size Limit only between the hours of 11:00 PM MDT and 7:00 AM MDT: (i) by no more than 15% of the Maximum Electric Scooter Fleet Size Limit for no more than 4 consecutive hours and solely in order to recover its fleet following extended periods of high demand, and in particular, after weekend demand spikes; (ii) where such excess is de minimis and temporary; and (iii) where such excess is outside of Lime’s reasonable control. Total vehicle fleet maximums may be increased based on conditions set forth in Exhibit B. Likewise, the City will not perform audits regarding vehicle deployment size between the hours of 11:00 PM MDT and 7:00 AM MDT to allow Lime to perform standard vehicle swapping and maintenance.

D. Use of Geofencing Technology

1. Lime shall utilize geofencing technology to limit Electric Scooter propulsion and prevent users from completing a ride:
 - a. Within the 16th Street Pedestrian and Transit Mall right-of-way from Broadway to Wynkoop and building face to building face.
 - b. At Denver Union Station (hardscape area behind the curb to the building face of Denver Union Station between 16th St. and 18th St.) (“Union Station Plaza”)
 - c. At Coors Field (Blake St. between 20th St. and 22nd St., and 17th St. between Blake St. and Market St.). This requirement is only in effect two hours prior to and one hour after scheduled Colorado Rockies home games, including post-season playoff games, or the World Series.
2. Lime shall be required to establish additional geofenced restricted areas upon seven (7) days’ written notice from the Department.
3. Lime will be required to include an in-app explanation of geofencing to users agreed upon by the City and Lime

that includes both area designations and implications of entering a restricted area.

E. Vehicle Safety Requirements

1. Lime's Electric Scooters shall not exceed a speed of 15 mph on a paved level surface when powered solely by the electric motor. Limitations on top speed will be re-evaluated on a quarterly basis by the Department. The Department reserves the right to revise the top speed based on collision and injury data, but will work in good faith with Lime to understand the impacts that changing the top speed would have upon the program.
2. Lime's Electric Bikes must comply with the definitions of Class 1 and/or Class 2 Electrical Assisted Bicycles as defined in "Definitions" section of this Scope of Work.
3. Vehicles shall have visible language notifying the End User that:
 - a. Users must ride vehicles legally in the same manner as a personal bike.
 - b. End Users must park vehicles so that they do not materially obstruct the footpath for pedestrians (including those in wheelchairs or with strollers).
 - c. It is unlawful for electric vehicles to be operated within the 16th Street Mall right of way, between Broadway and Wynkoop.
 - d. It is unlawful for electric vehicles to be operated within the Union Station Plaza .
 - e. There is additional information and training available in the Lime app and on Lime's website
4. Every Vehicle must:
 - a. Have a lamp on the front that emits a white light visible from a distance of at least five hundred (500) feet to the front when in use during dusk to dawn.
 - b. Have a red reflector of a type approved by the Department, that is visible for six hundred (600) feet to the rear when directly in front of lawful lower beams of headlamps on a motor Vehicle, or a tail light that emits a white or red light when in use during dusk to dawn.
 - c. Have reflective material of sufficient size and reflectivity to be visible from both sides for six hundred (600) feet when directly in front of lawful lower beams or headlamps on a motor Vehicle or, in lieu of such reflective material, have a lighted lamp visible from both sides from a distance of at least five hundred (500) feet when in use during dusk to dawn.
 - d. Have a unique identification number in a font size no smaller than 48pt, and a QR code to be implemented within 30 days of launching the program.
 - e. Dockless Vehicles may be equipped with lights or reflectors in addition to those required in this section.
5. Lime shall quickly identify and address safety and maintenance issues and shall provide a mechanism for customers to notify Lime that there is a safety or maintenance concern with a Dockless Vehicle.
6. Lime shall have the capability to remotely disable Vehicles that are reported or believed to be inoperable, until the Vehicles are removed, repaired and placed back into public service.
7. As a condition of launch, Lime shall provide the Department with the rider education content designed for End Users, as well as an outreach plan for regularly reinforcing that information, and work with the Department when changes are necessary to improve safety outcomes.
8. Lime shall use commercially reasonable efforts to deploy its newest Dockless Vehicle models and associated technology when commercially available to ensure Denver is a premiere experience for users.

F. Bicycle Requirements

1. Pedal powered, or electric-assist vehicles are defined by the Colorado Revised Statutes Title 42-1-102. Lime may utilize the types of bicycles they feel are appropriate for the system provided that they meet current federal or state statutes for safety and design. Examples of such standards include, but are not strictly limited to:

- a. C.F.R. § 1512
- b. 15 U.S.C. § 2085
- c. ISO Standard 43.150

G. Vehicle Parking Infrastructure

1. Lime may propose a variety of docking strategies and Corral designs, and proposed infrastructure shall meet the following requirements:
 - a. Corrals shall be clearly marked and designed so that Vehicles are contained within the Corral footprint in an orderly fashion and not blocking the public right-of-way.
 - b. Corrals may include a panel with information about the system, including usage instructions.
2. Lime shall be responsible for all proper permitting, including permitting costs, and maintenance for any infrastructure placed in the public right-of-way, if applicable. DOTI will make efforts to limit permit costs, including, but not limited to, grouping costs of like structures.
3. Lime shall use commercially reasonable efforts to install 100 Corrals within 6 months of Initial Deployment and may expand to 375 Corrals thereafter. Within 30 days of Initial Deployment, Lime will submit 200 proposed Corral locations to City staff. City staff will serve as an arbiter between Lime and the other selected operator and approve the location of Docking Stations and/or Corrals for each operator, as applicable. Lime may request to increase the number of Corrals, which expansion may be permitted by the Department as conditions warrant.
4. Lime will install 4 Juice Bar charging stations in the heavily trafficked locations to decrease traffic and pollution (See Exhibit C for specifications).
5. All Corrals shall be physically marked to show riders an actual physical location out-of-app when Lime's mobile app encourages riders to end their trips in preferred parking locations. Lime will use commercially reasonable efforts to work with its Juice Bar vendor to ensure that Juice Bars have dynamic signage with instructions on how to use the system, information about how to enroll in Lime Access, customer service contact information, and Denver community events.
6. Juice Bars shall include a visible logo of the City and County of Denver of a size no smaller than 6 inches by 6 inches. The Department will provide Lime with the approved logo.
7. In addition to physical signage, the Corrals shall also be marked with a "P" in the rider app.
8. The Department shall select up to 10 locations of Lime parking infrastructure to be coordinated with existing or planned city multimodal infrastructure. These locations are included in and not additive of Lime's total commitment for infrastructure outlined in this section.
9. Lime shall coordinate with the Department on integration of vehicles with non-Lime charging infrastructure.

H. Vehicle Service Requirements

1. Lime shall be solely responsible for maintaining and operating the Vehicles at its own cost.
2. Lime shall ensure that all Vehicles are mechanically compliant and safe in a manner that is consistent with industry standards, have batteries that are regularly charged (if applicable), are rebalanced where needed, and that trash, debris, and graffiti are removed from Vehicles and any associated infrastructure.
3. Lime shall be responsible for conducting routine inspections and maintenance to ensure their Vehicles are in Good Working Order and deployed for End Users to ride.
 - a. The City and Lime anticipate that 90% of all rentable Dockless Vehicles in the City right-of-way will be in Good Working Order.
 - b. For purposes of this Scope of Work, the term "Good Working Order" means:
 - i. for all Dockless Vehicles:
 1. The drivetrain is smooth and properly lubricated.

2. Tires are properly inflated and free of material defects.
 3. Steering is straight and true.
 4. Brakes are fully functional.
 5. Both front and rear lights are fully functional during use.
 6. Advertisements, stickers, and labels are in good condition and replaced as needed; needed; provided however, that Section H(3)(c) shall not apply in the event of damaged stickers and/or labels.
 7. All on-device electronic equipment is properly functioning such as RFID readers, GPS, locking mechanisms, alarms, etc.
 8. the battery and motor are in working order.
 - ii. for Electric Bikes, in addition to the requirements listed above for all Dockless Vehicles:
 1. The saddle is properly functioning.
 2. If the Electric Bicycles have shifters, the shifters are properly functioning and allow End Users to easily change gears.
 3. The fenders, basket, and bell are attached and functioning as intended.
 - c. In the event that the City reports that a Dockless Vehicle it is not in Good Working Order via the Lime's in-app issue reporting mechanism, Lime must remotely disable the vehicle's ability to be rented and mark the vehicle for retrieval in its backend system. Such written notice shall include:
 - i. A photo of the Dockless Vehicle's Identification number and/or QR Code;
 - ii. the location of the vehicle;
 - iii. a description of the issue contributing to the Dockless Vehicle failing to meet the requirements to be in Good Working Order, and a photo or brief video demonstrating the issue; and
 - iv. the name of the member of the City's staff who documented this information.
 - d. Lime's failure to remotely disable the vehicle and retrieve it for repair as described immediately above shall amount to a violation of this Agreement and Lime may be subject to the penalties described on Exhibit B, subsection (d).
4. All Docking Stations, Corrals, and Juice Bars shall be kept and maintained at or above Industry Standards by Lime:
 - a. Lime shall remedy any issues within 24-hours of discovery where possible. The City must be notified of any material issues with Corrals and/or Juice Bars that cannot be resolved within 24-hours.
 5. The City will provide Lime with GIS layers indicating where the Vehicles can and cannot be operated and parked, as well as where reduced speeds will be required.
 6. Lime shall maintain an accurate and up-to-date inventory of all equipment.
 7. Lime shall have a customer service phone number, website, and smart phone application customer interface that are available (24) twenty-four hours a day, (7) seven days a week for customers to report safety concerns, complaints or ask questions and a customer service voice service available to respond to customers.
 - a. The customer service center shall be capable of accepting calls that are rerouted from existing City customer services centers.
 - b. The customer service contact information must be visible on each deployed Vehicle.
 - c. Lime staff should be available who speak fluently in Spanish.
 - d. Email and/or phone, text/SMS response times should not exceed 24 hours.
 - e. Lime will be responsible for creating, producing, and distributing any collateral needed to fulfill membership.
 8. Lime shall comply with all applicable local, state and federal workplace safety and wage requirements.

9. Lime shall provide City program staff with direct contact information for Lime staff responsible for rebalancing Dockless Vehicles.
10. Lime shall be responsible for implementing and submitting to the Department a maintenance, cleaning, repair and waste management plan for approval prior to Initial Deployment. This plan shall address ongoing maintenance of Vehicles, routine cleaning and repair as well as a strategy for responsible disposal of Vehicles that are no longer capable of service.
11. Lime shall employ an electronic payment system, or use vendors who employ an electronic payment system, that is compliant with the Payment Card Industry Data Security Standards (PCI DSS).
12. Lime must provide the Department with a current point of contact (name, email address, physical address and phone number) for all law enforcement inquiries prior to launching of Vehicles. If the point of contact changes at any time during the Term of this License, Lime is required to update the Department of the new process or point of contact information within five (5) business days.
13. Lime shall cooperate with law enforcement inquiries within a reasonable amount of time where permitted by law. Cooperation with law enforcement includes responding to general informational inquiries concerning company processes for interacting with law enforcement such as subpoena and warrant service and returns, contacts for impounded Vehicles, responsible parties within Lime's organization, etc.

I. Docking Station Installation, Relocation, Removal and Reconfiguration

1. Lime shall be responsible for any installation of Docking Stations, including initial installation, repair, relocation, removal, reconfiguration, and electrical connections.
2. The City reserves the right to require a Docking Station be repaired, relocated, removed, or reconfigured by Lime at the reasonable request of the City and with at least 30 days advance written notice to Lime.
3. Lime shall be responsible for conducting siting, permitting, and licensing of all physical infrastructure, including Docking Stations, racks, or pavement markings.

J. End User Survey

1. Lime shall coordinate with the City on surveying efforts
2. Lime shall conduct an annual survey of members that tracks satisfaction with the program, areas for improvement, mode substitution, and metrics related to brand and sponsor awareness.
3. This survey will cover select socio-economic characteristics, reasons for joining, and mobility behavior.
4. All survey data collected shall be made available to the Department /City & County of Denver and its partners without restriction and shall be anonymized and aggregated.
5. Lime shall produce an annual report detailing survey results and other metrics related to citywide goals including route data line segments with start and end points clipped and/or otherwise aggregated and anonymized to protect End User data/Personally Identifiable Information ("PII") (in GIS or similar formats).

K. Website, Mobile App and Interoperability

1. Lime shall maintain a website and/or a mobile app for the program. At a minimum, the website/app will include information about how the system works, payment options and costs, map of device locations/stations, real-time availability of Vehicles, and contact information for customer service.
2. The system shall provide data via an Application Program Interface ("API") utilizing the General Bikeshare Feed Specification (GBFS) and Mobility Data Specification (MDS).
3. Any mobile app must be available for phones operating iOS and Android operating systems.
4. Lime is encouraged to coordinate with RTD for ride-planning and/or service payment purposes.

L. Privacy, Data Reporting and Sharing

1. Lime has implemented its Privacy Notice (available at <https://www.li.me/privacy>) that safeguards End Users' information.
2. Raw data supplied by Lime shall be kept confidentially between the City or its proxy and Lime to the extent permitted by law. However, summaries, program utilization data, and trend data may be made public. Notwithstanding the foregoing, such confidentially kept information may be required to be disclosed in a judicial or administrative proceeding, or by law or regulation, including but not limited to the Colorado Open Records Act, § 24-72-201 et seq., C.R.S. ("CORA").
3. As of the date hereof, the City has engaged a third-party data aggregation and processing vendor, Ride Report, to receive MDS and GBFS data as the Executive Director's designated proxy. Lime shall provide Ride Report, on behalf of the City, with applicable information for its entire fleet in Denver through a documented web-based application programming interface (API). Lime is directly responsible for providing the API key to Ride Report and shall not refer them to another subsidiary or parent company representative for API access. The API shall deliver data according to the most current Executive Director-authorized specifications, such as the Mobility Data Specification Provider API. Additional APIs may be added in the future with mutual agreement between Lime and the Department. The City may request some optional fields in MDS in order to track compliance with the requirements in this License, which Lime shall not unreasonably deny. Additional endpoints may need to be created to track compliance with equity requirements defined in Sections M(1)-(2) of this Scope of Work and Lime shall create such endpoints if reasonably feasible, or shall work with the City and the 3rd party designee of the Executive Director to otherwise provide a report containing relevant performance statistics for the equity program described in Sections M(1)-(2) of this Agreement, in form and substance reasonably acceptable to each of the City and Lime. Lime agrees to work with the City in good faith to define and adopt a means for measuring equity program performance within 90 days from the Effective Date of the License. Implementation of changes to the required fields, as formalized through the [MDS GitHub Repository](#), will be required within 90 business days of being provided formal notice by the City, with a limit of only one (1) annual update requested by the City. All data must be shared/stored in a manner that protects individual End User privacy as specified in the Data Sharing Terms. In the event that the City elects to receive MDS data directly in lieu of, or in addition to via Ride Report, then the City and Lime shall agree to mutually agreeable data sharing terms and once such an agreement has been reached, Lime shall provide the API key directly to the City.
4. Lime shall provide Ride Report with an API that meets the requirements of the GBFS (<https://github.com/NABSA/gbfs>), which the City shall keep confidential and shall not share with third parties. Lime may not change the API URL without notifying the Department with at least 30 days' prior written notice. Lime will provide GBFS data to third party transit aggregators; provided, however, that any such third party must enter into a written agreement with Lime on terms acceptable to Lime in its sole discretion.
5. The City may require Lime to provide MDS and GBFS data to DRCOG and/or a third-party vendor that will be used for coordinated planning and analysis in the Denver region with partners mentioned above; provided, however, that any such third party must enter into an agreement with Lime on terms acceptable to Lime in its sole discretion.
6. Lime shall not require but may request that End Users grant location services to use Lime's Vehicles, while the application is not in use. Other private data belonging to the End User, including but not limited to contacts, photos and files, shall not be required to be shared in order to use Lime's Vehicle; provided, however, that such restriction shall not apply data reasonably necessary to establish and authenticate an End User account, related to payment, required to consummate a transaction, and/or necessary for an End User to participate in certain

programs or promotional opportunities, or as otherwise required by this License.

7. Lime shall not require End Users to share their private data with 3rd parties in order to use Lime's Vehicle where prohibited by Lime's Privacy Notice or by law.
8. Lime may allow End Users to opt-in (not opt-out) to providing access to their contacts, photos, files, other private data and 3rd-party data sharing only with clear notice to the End User.
9. Lime shall provide all End Users with advance notice of updates to its terms of service; including but not limited to the Privacy Policy, terms and conditions of use, and the End User License Agreement (EULA) published on Lime's website and app.

10. Reporting

- a. Utilizing an online dashboard, Lime shall provide the below datasets either through their live Dashboard, MDS and/or GBS feeds or a monthly report, as specified below, that includes the following:
 - i. Utilization rates (dashboard);
 - ii. Lime shall report each of the following to the City where practicable:
 1. Total downloads of web application, active End Users, and repeat End Users (monthly report); and
 2. Trips originating or ending in Opportunity Areas (MDS, GBFS Feeds, or monthly report).
 - iii. Lime shall report each of the following to the City on a quarterly basis:
 1. Total trips by day of week, time of day including trips per Vehicle (dashboard);
 2. Origins, destinations depicted in graphical and table format by month (dashboard);
 3. Average trip distance (dashboard);
 4. Average trip speed (dashboard);
 5. Trips originating or ending in Opportunity Areas (MDS, GBFS Feeds, or monthly report);
 6. Summarized incidents of theft and vandalism (monthly report);
 7. Vehicle maintenance and disposal reports (monthly report);
 8. Complaint history report including the number of complaints, the nature of the complaints, the type of vehicle involved in the complaints (monthly reports);
 9. Number of End Users participating in free, subsidized, or discount programs, by program type (if applicable) (monthly reports);
 10. Collision history report in a format agreed upon by Lime and the Executive Director (monthly reports); and
 11. Payment methods (monthly reports).

11. An audit of micromobility service's data feed by the Executive Director's designated proxy for compliance with the Mobility Data Specification (MDS) Provider Application Program Interface (API) shall be conducted as a condition of launch.

M. Free/Subsidized Usage for Denver Residents

1. Lime Mile High Program
 - a. Lime shall provide unlimited, free 30-minute bike and scooter rides for participants qualifying for Lime Access.
 - b. Lime shall provide a rate of up to \$1.00 for a 30-minute bike/e-bike ride for any ride beginning in an Opportunity Area as defined by Exhibit A.
 - c. Lime shall provide a discounted rate \$1.00 to unlock and \$0.15/minute for any scooter ride beginning

in an Opportunity Area as defined by Exhibit A.

2. Lime Access Program
 - a. Lime shall use best efforts to enroll no fewer than 2,640 Denver residents in Lime Access program no later than one two years after Initial Deployment.
 - b. Lime shall offer a cash payment option for those eligible for Lime Access
3. Other Programs
 - a. Lime shall use commercially reasonable efforts to distribute no fewer than 5,280 free Lime Prime passes for Denver residents participating in an alternative mode commute incentive program such as RTD's EcoPass program or other mutually agreed program by Lime and the Department.
 - b. Lime shall endeavor to distribute up to 2,640 pedal bikes to people struggling with homelessness, teens, and those who need access to permanent transportation throughout the duration of the program
 - c. Lime shall endeavor to implement a program for on-demand delivery of adaptive seated scooters for daily rental no later than one year after Initial Deployment.
 - d. Any material adjustments to an End User's eligibility for the Lime Access program throughout the Term of this License must be approved by the Department, which approval the Department shall not unreasonably withhold. Free/subsidized program offerings shall be reviewed by Lime and the Department on an annual basis and any changes must be approved by the Department.

N. Program Financing

1. Lime is expected to be self-sufficient in operating the micromobility program and shall be responsible for raising the necessary funds to operate the system through End User fees and ancillary revenue.

O. End User Fees

1. Lime will be the recipient of all End User fees, including subscription and usage fee revenue.
2. Lime and the City shall agree upon a schedule of End User fees for Lime Access and for Opportunity Zones that includes proposed pricing, fee structure, membership options, and End User restrictions ("Subsidized End User Fee Schedule"), prior to implementation of said fees and restrictions. Prior written approval from the City shall be required prior to Lime making any changes to the Subsidized End User Fee Schedule.
3. Lime shall provide the City a schedule of End User fees that includes proposed pricing, fee structure, membership options, and End User restrictions ("End User Fee Schedule"), prior to program launch, and notify the City of any material changes to the End User Fee Schedule.
4. Lime may introduce additional membership options, discounts, and promotions that do not conflict with the Subsidized End User Fee Schedule. The City reserves rights to reject fees that conflict with the End User Fee Schedule or the values of the program.

P. Title Sponsorship

1. Lime may solicit and procure a title sponsor, approved in writing by the City, which written approval shall not be unreasonably withheld, to help fund operations, maintenance, and expansion of the program. The City has the right to refuse a company or organization if they are incongruent with City values.

Q. Ancillary Revenue

1. Lime may pursue ancillary revenue, including (but not limited to):
 - a. Sale of advertising on Docking Stations and Vehicles.
 - b. Additional sponsorships for Docking Stations and Vehicles.
 - c. Partnership agreements.

2. Any ancillary revenue shall not conflict with existing City agreements, laws, or regulations and shall not violate any other components of this Scope of Work.

R. Impounds

1. The City shall provide a designated contact at Lime with advance notice of 2 hours prior to impounding the Dockless Vehicle and shall not impound the Dockless Vehicle if Lime remedies the issue within 2 hours from receiving notice from the City.
2. In the event that the City impounds one or more of Lime's Dockless Vehicles, within 2 hours from the time at which the Dockless Vehicle(s) was impounded:
 - a. the City shall provide Lime with:
 - i. a timestamped, geotagged photo that clearly demonstrates the alleged violation (a mere photo of the vehicle without that does not clearly demonstrate the violation will render the impound void);
 - ii. a written description of the violation and corresponding citation to applicable City code or the applicable provision of this License; and
 - iii. a photo of the Dockless Vehicle Unit's QR code.
 - b. Lime may appeal a Dockless Vehicle impound made by the City in a meeting with the Executive Director or their designee where Lime presents its case as to why the impound should be void. Any impound made by the City shall be void in the event that the information in Section R(2)(a) above is not provided to Lime, provided to Lime but is incomplete, and/or is not provided in a timely manner.
3. Section R (2) above shall not apply to Dockless Vehicles that the City moves within, or removes from, the right-of-way during severe emergency conditions where the failure to move or remove Dockless Vehicles would likely result in bodily harm to citizens. In such a case, the City shall make such a determination in good faith, notify Lime that it has moved or removed Dockless Vehicles as soon as reasonably possible and inform Lime of the storage location of the Dockless Vehicles (if applicable), bear all costs associated with moving or removing Dockless Vehicles, and move or remove the Dockless Vehicle without imposing a fine, charge, penalty or other fee to Lime.
4. Notwithstanding Section 4.5(I) of the License Agreement, the City shall use reasonable measures to prohibit private companies or individuals from impounding, towing, or otherwise removing Dockless Vehicles from the City right-of-way and/or private property.

S. Other

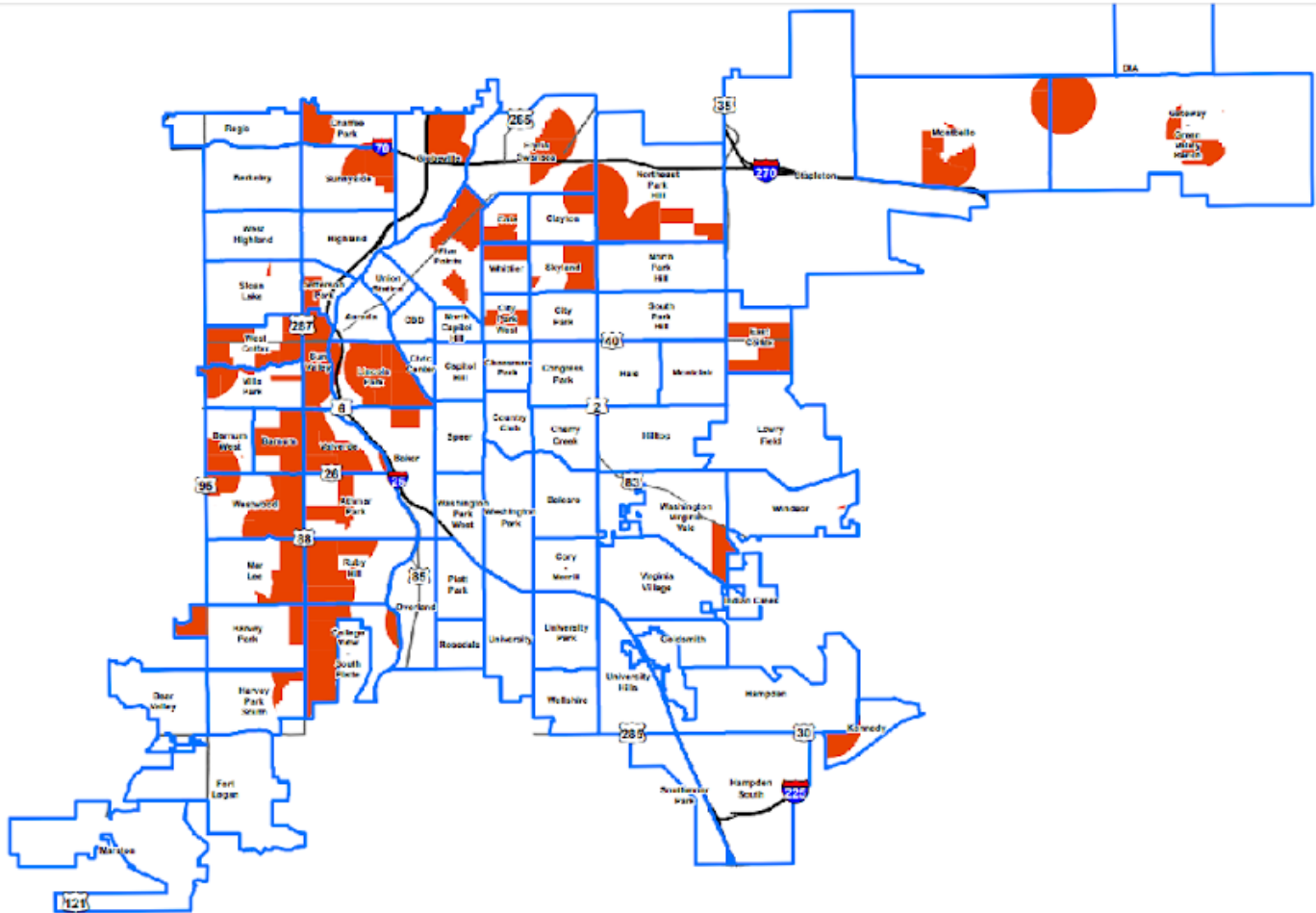
1. Lime shall provide the Department with a sales tax license issued by the City & County of Denver Department of Excise and Licenses prior to Initial Deployment.
2. Lime shall provide a free helmet to Lime Access members-upon request within 20 business days of the request.
3. No later than thirty (30) calendar days after the Effective Date of this License, Lime shall file an operational plan with the Department. Operational plans shall include, at a minimum:
 - a. Hours and days of operation, and any limitations thereon.
 - b. Communication methods for educating End Users about safe operations and proper parking.
 - c. Procedures for ensuring that the vehicle fleet is safe for use and well-maintained.
 - d. Procedures for responding to extreme weather events and special events.
 - e. Procedures for responding to complaints.
4. Lime shall not advertise or publish the Department's or the City's participation in or endorsement of the program in Lime's marketing or promotional materials without the prior written consent of the Department or the City,

respectively.

5. Lime shall provide the Department with 5 unlimited-use administrative passes or with sufficient numbers of individual no cost rides to enable Dockless Vehicle condition monitoring by Department staff, in each case unless prohibited by applicable law.
6. Lime must notify the Department of any change of vehicle type no less than seven (7) business days prior to deployment.
7. Lime shall participate in regular meetings with Department staff during the Term of this License at a frequency of the Department's reasonable request and with advance notice of at least 24 hours.
8. The City shall not offer terms materially more favorable to Lyft during the Term of this License. Additionally, if the City enters into any agreement or agreements with another or other micromobility service provider(s) during the Term of this License, the City may, upon Lime's request, provide an executed copy of any such contract to Lime within 2 business days of Lime's request.

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EXHIBIT A – PROGRAM OPPORTUNITY AREA MAP



Neighborhood Boundaries

Dockless Vehicle Opportunity Areas



City and County of Denver Disclaimer: The City and County of Denver shall not be liable for damages of any kind arising out of the use of this information. THE INFORMATION IS PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE FITNESS FOR A PARTICULAR USE. NOT FOR ENGINEERING PURPOSES.



EXHIBIT B – MAXIMUM FLEET SIZE CALCULATION

This exhibit may be changed upon mutual agreement of the Department and Lime. The City shall apply all of the performance and operating metrics, conditions, and any associated penalties within this Exhibit B equally and identically to all Licensed Operators to whom the City awarded a license pursuant to the RFQ.

A. Performance-Based Maximum Fleet Size Increases

1. Lime may deploy no more than 1,500 Electric Scooters upon Initial Deployment.
2. Lime shall deploy bikes and/or e-bikes in a quantity no less than 20% of the daily average, made-available-for-rent, Electric Scooter deployment.
3. Lime may increase the daily maximum quantity of vehicles under the following conditions:
 - a. Following Initial Deployment, Lime may increase total maximum Electric Scooter fleet size by 25% if Lime demonstrates an average utilization rate of greater than 3.5 trips/vehicle/day for each month over a preceding consecutive three (3) month period beginning at Initial Deployment. Trips per vehicle per day will be calculated by taking the total number of monthly trips and dividing it by the monthly sum of the daily fleet caps to get a number that reflects the average trips per vehicle for that month (for example: $200,000 \text{ Start Trips} / 46,500 (1500 \text{ Fleet Cap} \times 31 \text{ Days}) = 4.30 \text{ Trips Per Vehicle}$). Days with significant weather or other significant events may be excluded from the monthly trips per vehicle per day calculations with mutual and reasonable agreement between The City and Lime. Lime shall not increase fleet sizes under this section more than four times per calendar year. Increases may not take place in consecutive months.
 - b. Bike/E-bike Deployment rates must always be maintained at a minimum of 20% of the Maximum Electric Scooter Fleet Deployments as specified in Section C(2) of This Scope of Work.
4. In the event that (i) Lime submits a request to increase the total maximum number of Lime E-Scooters (where the total maximum number of Lime E-Scooters would be 3,662 or fewer Lime E-Scooters following the increase), (ii) a material safety or material parking issue exists at the time when Lime requests such increase, and (iii) Lime fails to remedy such issue within a time period mutually agreed upon by the City and Lime, then The City reserves the right to deny Lime's request to increase the total maximum number of Lime E-Scooters. The City shall not unreasonably deny Lime's requests to increase the total maximum number of Lime E-Scooters.
5. The City has the right to deny a request to increase the total maximum number of Lime E-Scooters beyond 3,662 total scooters at their discretion. Lime and the City will meet after the first year of the program to evaluate the process to increase the fleet.

B. Compliance-Based Fleet Size Decreases

1. The City will not perform Fleet Size audits between the hours of 11:00 PM MDT and 7:00 AM MDT to allow Lime to perform standard vehicle swapping and maintenance.
2. The Department will impose targeted, in-person outreach activities and/or maximum Electric Scooter fleet size reductions under the following conditions:
 - a. Demonstrating wanton disregard for the Maximum Electric Scooter Fleet Size, such as materially over-Deploying Electric Scooters intentionally during periods of peak demand
 - i. First occurrence - 10% reduction for 30 days
 - ii. Second occurrence within 180-day period – 25% reduction for 30 days
 - iii. Third occurrence within 365-day period – suspension of this License for 30 days
 - b. Violations of Operator deployment requirements set forth in Section B. “Dockless Unit Deployment and

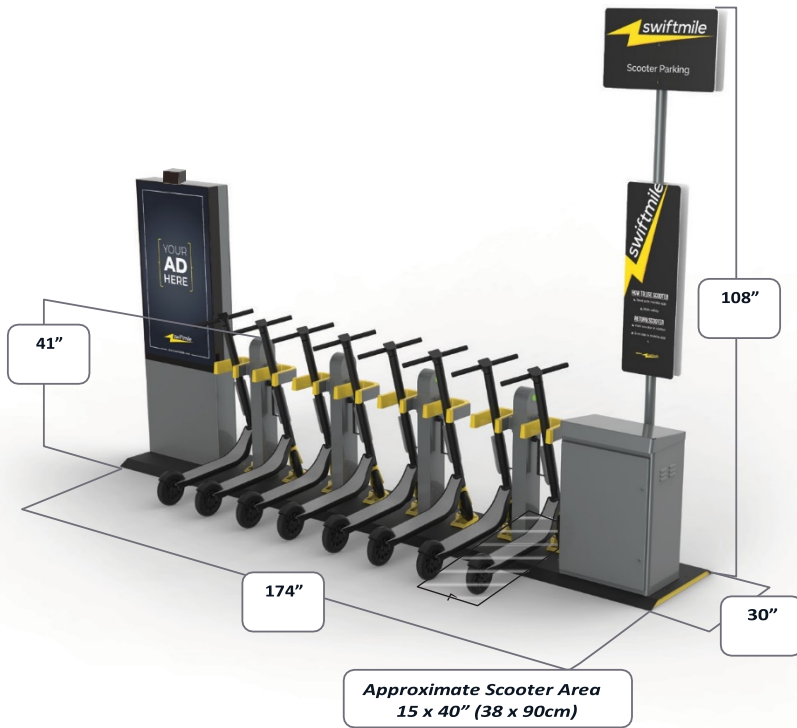
Parking Requirements” of this Scope of Work (as determined and documented by Department staff during an in-person inspection)

- i. Three (3) Department-documented occurrences within 30-day period – Operator shall conduct ten (10) hours of targeted, in-person outreach in the area(s) where the violation(s) occurred. The subject of the outreach shall be proper riding and parking behavior for End Users and must take place within 30-days of receiving notification of violation from the Department.
 - ii. 10 Department-documented occurrences within a 90-day period – 10% reduction for 30 days
 - iii. 25 Department-documented occurrences within a 180-day period – suspension of this License for 30 days
 - c. Violations of requirements set forth in Section H (3). “Vehicle Service Requirements” of this Scope of Work that result in a materially unsafe rentable vehicle, including non-functioning braking/steering mechanism, or structural damage (as determined and documented by Department staff during an in-person inspection)
 - i. Three (3) Department-documented occurrences within 30-day period – Operator shall conduct ten (10) hours of targeted, in-person outreach in the areas where the violations occurred. The subject of the outreach shall be proper riding and parking behavior for End Users and must take place within 30-days of receiving notification of violation from the Department.
 - ii. 10 Department-documented occurrences within a 90-day period – 10% reduction for 30 days
 - iii. 25 Department-documented occurrences within a 180-day period – suspension of this License for 30 days
 - d. Willful non-compliance with the requirements set forth in Section L. “Privacy, Data Reporting and Sharing.”
 - i. First occurrence - 10% reduction for 30 days
 - ii. Second occurrence – 25% reduction for 30 days
 - iii. Third occurrence – suspension of this License for 30 days
 - e. Notwithstanding the foregoing, any Vehicle or Docking Station that is: (i) responsible for an alleged occurrence or violation as outlined herein and (ii) is in such condition as a result of tampering or vandalism shall be excluded from the above assigned penalties and shall not be deemed an occurrence leading to any violation.
3. The Department will notify Lime, in writing, of any violations outlined above.
4. Fleet reductions under this Section B shall not be made from Opportunity Areas.
5. Lime shall have a right to appeal any fleet size reduction imposed pursuant to this Exhibit B within 60 days of receiving written notice from the City of such fleet size reduction or fine. The City shall review the appeal in good faith and provide a written response to Lime’s appeal stating the reasons for imposing or not imposing the initial penalty. If Lime disagrees with the City’s determination and believes in good faith that the City has not made a reasonable or fair determination, following this review, Lime may further appeal the City’s determination to a neutral third party hearing officer and there shall be a hearing to determine the final outcome regarding the ultimate outcome for the penalty.

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EXHIBIT C – JUICE BAR SPECS

DIMENSIONS



Falcon system with 8 e-scooters

*Falcon X Digital Display
(static display also available)*

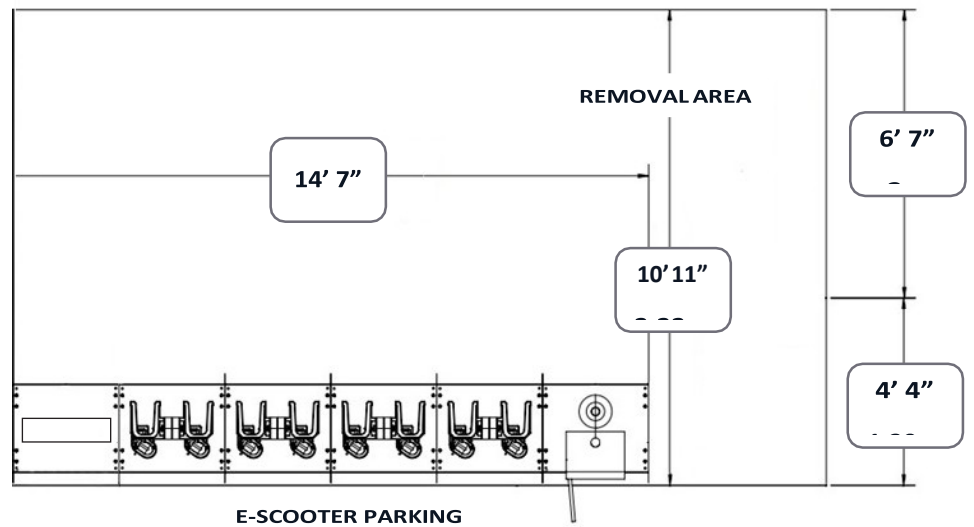
FOOTPRINT

IDEAL SPACE REQUIREMENTS

Width: 14' 7"

Length: 10' 11"

These dimensions provide sufficient space for parking



SPECIFICATIONS

CELLULAR/NETWORKS			
North American Variant I		Americas Variant	
LTE Cat 1	1900 (B2)/AWS 1700 (B4)/850 (B5)/700 (B12)/700 (B13) MHz	HSPA/UMTS	850 (V)/1900 (II) MHz
HSPA/UMTS	850 (V)/1900 (II) MHz	GSM/GPRS	900/1800 MHz
Americas, EU, APAC Variant		Global Variant	
HSPA/UMTS	850 (V)/1900 (II)/2100 (I) MHz	GSM/GPRS	850/900/1800/1900 MHz
GSM/GPRS	850/900/1800/1900 MHz		
DATA SUPPORT			
Swiftmile Telematics Cloud API			
ELECTRICAL			
Operating Voltage	24 VDC (system voltage) 0 - 60 VDC (charge head output)		
Power Consumption DC	Typical < 5 Watts (no vehicle charging, GPS and radio active) Typical < 252 Watts peak (2 vehicles charging) Typical < 1008 Watts peak (8 vehicles charging)		
AC Line/Pure (Charging Station Only)	90 - 305VAC --> 115VAC/7Amps, 230VAC/3.3Amps, 227VAC/2.9Amps, 47-63Hz		
ENVIRONMENTAL			
Temperature	-30° to +60°C (connected to primary power) -5° to +56°C (operating on storage battery) -20° to +25°C ≤ 4 months (long term storage)		
Humidity	95% RH @ 50°C non-condensing		
SAMSUNG LED DISPLAY			
Dimensions (L x W x H)	73.2 x 17.8 x 208 cm (28.8 x 7 x 82 in.)		
Screen Specifications	55" LED Display - 2500/3000 nits rating 1920px x 1080px = 16:9 aspect ratio LED = 1200 x 675mm = 16:9 ratio Anti graffiti screens		
Power Consumption	120 vac, 60hz, 7 amps 220 vac, 50hz 4 amps One-plug to wall for station and ad unit Customized cable routing to station		
Materials	Aluminum with stainless steel hardware, galvanized steel baseplate PC / Media player storage Locking access doors AVA (Anonymized Video Analytics) Camera- compliant with Quividi and AdMobilize		
PHYSICAL/DESIGN			
Dimensions (L x W x H)	442 x x 274 cm (174 x 30 x 108 in.) no vehicles, 8 slips 368 x 76 x 274 cm (145 x 30 x 108 in.) no vehicles, 6 slips 295 x 76 x 274 cm (116 x 30 x 108 in.) no vehicles, 4 slips		
Width w/Scooters (est.)	124 cm (49 in.) approx. width when vehicle is parked		
Height *	78 cm (28.75 in.) top of base plate to bottom of corral 193 cm (76 in.) top of LED display to bottom of corral 104 cm (41 in.) overall parking module 274 cm (108 in.) overall electronics box with sign 365 cm (144 in.) overall solar mounting pole		
Charging Bay Width	12 cm (4.72 in.) average		
Charging Bay Depth	22.5 cm (8.87 in.) average		
Wheel Block Width	7.5cm (for Ø 22.5 cm max. wheel)		
Weight *	58 kg (128 lbs) electronics box assembly w/ base plate 41.5 kg (91.25 lbs) parking module assembly w/base plate 108 kg (238 lbs) LED display enclosure and screen w/base plate		
Charge Connector	Ø8.00mm OD x Ø1.6mm Center Pin (barrel connector)		

*Parameter varies based on configuration

EXHIBIT D – LIME'S VEHICLE & INFRASTRUCTURE MAINTENANCE PLAN

Lime has Standard Operating Procedures (SOPs) for every task to provide detailed steps for our Operations Team to ensure timely and consistent execution. Through our internal Operations App we maintain logs of all activities related to each vehicle. Charts below outline SLA details. Following pages explain SLA actions in further detail.

Task	Schedule	Documentation
Deployment		
30% of total vehicle fleet will be deployed to opportunity areas	Beginning at 7am at latest, finished by 9am	Data available at any time via Insights Dashboard
Regular auditing and relocating vehicles based on changing demand	Ongoing Measurement	Data of vehicle location available at any time via Insights Dashboard; Summary data available upon request
Parking compliance	Ongoing Measurement	Operations Team and Juicer deployment tasks and confirmation photos stored in Lime's Operations database; Complaint history provided monthly to City
Vehicles deployed only within Denver	Ongoing Measurement	Data of vehicle location available at any time via Insights Dashboard; Summary data available to City upon request
20% or greater of total fleet will be e-bikes	Ongoing Measurement	Fleet count data available at any time via Insights Dashboard
Maintenance		
Routine inspection (including Vehicle Service)	Every 45 trips or fewer	Maintenance activities are recorded in Lime's Operations database. Monthly maintenance records will be provided to the City
90% of all rentable dockless vehicles in the City right of way will be in working order	Ongoing measurement	Internal data, available at any time via GBFS feed
Inspection of corrals (including Vehicle Service)	Weekly	Assigned tasks for our Operations Specialists are recorded in our Operations database
Accurate and up-to-date inventory	Ongoing Measurement	Vehicle count available at any time via Insights Dashboard; Vehicle and parts inventory recorded in our Operations database
Parking violations documented by City will be remedied within 2 hours of written notice	Ongoing Measurement	Data of vehicle location available at any time via Insights Dashboard. Will respond to written notice.
Cleaning		
Cleaning and disinfection	As needed and upon return to warehouse	Completed tasks by Operations Specialists are recorded in our Lime admin database

Deep cleaning including removal of graffiti, etc.	As needed and upon return to warehouse	Maintenance activities are recorded in our Operations database. Monthly maintenance records will be provided to the City.
Operations		
Speed reduction to 3 mph in requested areas (scooters)	Ongoing Measurement	Engineering documentation; in-person demonstration available upon request
Speed limited to 15mph (scooters)	Ongoing Measurement	Engineering documentation; in-person demonstration available upon request
No motor propulsion in requested no operation areas (scooters/bikes)	Ongoing Measurement	Engineering documentation; in-person demonstration available upon request
In-app messaging around geofenced areas	Ongoing Measurement	Braze communications database records; screenshots of messaging
Charging		
Deployment of vehicles +90% charged (scooters/bikes)	Ongoing Measurement	Level of vehicle charge available to City via Insights Dashboard; vehicle records stored in our Operations database
Retrieval of vehicles -15% charged (scooters)	As needed	Operations Team and Juicer deployment tasks and confirmation photos stored in Lime's Operations database. Retrieval task data stored in Lime's Operations database.
Swapping of batteries on vehicles -15% charged (bikes)	As needed	Operations Team and LP battery swap tasks stored in Lime's Operations database.
Repair		
Preventative maintenance	Every 45 trips or fewer	Maintenance activities are recorded in our Operations database. Monthly maintenance records will be provided to the City.
Reactive maintenance	As needed	Maintenance activities are recorded in our Operations database. Monthly maintenance records will be provided to the City.
Issues with docking stations, corrals and/or other parking areas remedied within 24 hours of discovery when possible	Ongoing Measurement	Complaint history provided monthly to the City. Prompt reply to written notice from City.
Waste Management		
Waste stream audit	Annually	Audit report by request; recycling and disposal manifests

Describe minimum frequency that equipment will be inspected.

We perform both preventative and reactive inspections of our vehicles. Our process starts with a full inspection by a Lime trained and certified mechanic every 45 trips or fewer. Inspection includes a full 65-point evaluation: screws, brakes, handlebars, grips, battery damage or wear, lights, cleanliness, a test ride, and more. Any vehicle overdue for an inspection is flagged for immediate retrieval. In addition, Operations Specialists are equipped with a mobile toolset and complete a routine visual inspection each time the vehicle is touched (rebalancing, reparking, etc.).

In order to ensure the maximum safety of our riders, we also inspect vehicles upon the following triggers and, if any issues are identified, the vehicle is returned to our warehouse for repair: deployment, rebalancing, battery swap or charging, customer service reports and automatic diagnostic reporting.

Importantly, any vehicle flagged for inspection or repair is placed in “maintenance mode.” The local Operations Team is notified, and the vehicle cannot be rented until it has been inspected.

Repairs: If an issue is identified, the vehicle is brought back to the warehouse for further analysis and repair. Only our highly trained and specialized mechanics work on our vehicles. Every vehicle must pass through five individual quality control checkpoints by a Mechanic Lead, who has been put through additional in-house training to identify quality issues, before being redeployed.

Corral Maintenance: Each corral will be inspected when our Operations Team visits the corral at least weekly to ensure signage and markings are in good condition and the corral is free of trash or other debris.

Describe minimum frequency program staff will conduct preventative maintenance.

Whenever an Operations Specialist touches a vehicle (rebalancing, reparking, etc.), they carry out a routine visual inspection of the machine to detect any damage. In addition, so that all our vehicles are inspected at the same frequency, our Operations system flags for retrieval any vehicle that has not received a preventative maintenance inspection in the last 45 trips.

Describe plans to keep track of equipment and mitigate the risk of damage, loss, theft, and vandalism.

Generally, significant vandalism and theft are not an issue for Lime in Denver. To prevent vandalism, our scooters have puncture-resistant foam-filled tires, tamper-resistant screws, enclosed wiring, and our batteries are housed behind protective rubber matting. To prevent theft, the front wheel of each scooter (and rear wheel of the e-bike) locks when the vehicle is not in use. In addition, each vehicle has on-board GPS which allows us to locate vehicles, and our proprietary hardware and software make the vehicles useless if stolen.

We consistently track our vehicle repair data to see if any area is showing higher than normal vandalization trends. If need be, we deploy fewer vehicles to the area and we launch a Retrieval Task Force. The Retrieval Task Force patrols and rebalances scooters in the identified areas to prevent and immediately address vandalized vehicles.

Describe how the Proposer will ensure all City-owned shared micromobility equipment is maintained in a way that maximizes its useful life.

Lime does not require use of the City’s bike racks or other infrastructure. Instead, Lime will invest in the construction of parking corrals and other infrastructure around the City. Our vehicles are self-locking, so there is no need to tether the vehicles to the City’s bike racks or other infrastructure. Our parking corrals and self-locking functions prevent damage to the City’s infrastructure and ensure the bike racks are available for private vehicles.

As described in the SLA chart above, Lime staff will inspect the parking corrals at least weekly and maintain those facilities.

Describe how the Proposer will ensure Vehicles and any associated infrastructure will be kept clean, including free of debris, trash, leaves, litter, and graffiti.

Every day, our Operations Specialists are in the field, inspecting and cleaning our vehicles and infrastructure, removing trash, dirt, and vandalism. Every van is stocked with cleaning supplies, including denatured alcohol, disinfecting wipes, trash bags, broom, dustpan, etc. to address cleanliness issues in the field. Whenever a vehicle returns to the warehouse, it is wiped down and any damage or vandalism repaired. If our customer service team receives a report of an unclean or vandalized vehicle or corral, our Operations Specialists will respond promptly.

In addition to enhancing our cleaning protocols, we have also reached out to our riders, providing them with additional tips they can take to protect themselves, including wearing gloves as a precaution and washing their hands before and after riding.

As described in the SLA chart above, Lime staff will inspect the parking corrals at least every week and maintain those facilities.

Describe how the Proposer intends to meet demand at high-traffic shared micromobility locations and how they intend to meet rebalancing needs.

Our proprietary Hotspot Optimizer is a predictive algorithm that accounts for historical demand for each hour of each day. We use this data to identify the best places to deploy vehicles to meet local needs. Based on our existing service in Denver, our Optimizer has an extensive data set to accurately anticipate the needs of City riders.

The Optimizer also takes into account regulatory requirements like our commitment to deploy 30% of vehicles in Opportunity Areas. Based on the Optimizer data, our Operations System generates automatic dispatches (as described below) to deploy vehicles in those areas until at least the minimum number of vehicles are deployed to meet the 30% threshold.

To avoid overcrowding and ensure that each vehicle is distributed to the proper location, all equity requirements are met, and the vehicle is parked well, Juicers and Operations Specialists use dedicated apps to guide their tasks (both deployment and rebalancing). The Juicer and Operations apps provide information about the hotspot and the number of vehicles that are permitted. Once the maximum number of vehicles has been reached, the location disappears from the app and prevents further deployment to avoid overcrowding.

To confirm that deployment has been done correctly, the Lime staff or Juicer takes a photo of the vehicles, which is reviewed by the Operations Manager. Those who are found to not comply with deployment instructions are provided with additional training or face potential removal.

Rebalancing: Rebalancing ensures people can find vehicles when and where they need them, addresses misparked vehicles, and clears overcrowding that can block the right-of-way.

We set routine deployment and rebalancing schedules for the Operations Team based on the analysis of historical data by the Hotspot Optimizer and knowledge about the events and other in-market changes that may affect usage. We also have real-time dashboards that track the position and usage status of every vehicle, so we can dispatch team members to rebalance vehicles immediately, and track trends to plan for fleet deployment in the future. To avoid overcrowding in particular locations we divide up the City into “geohashes” – a geocoding system – corresponding to 150 meters. If a particular geohash has too many vehicles, we intervene and rebalance the vehicles to less vehicle-dense areas.

Rebalancing is done by Operations Specialists and Juicers, who can view vehicles awaiting collection on their mobile app. Utilizing Juicers, we quickly scale to offer additional rewards for rebalancing at peak periods.

Lime adjusts its rebalancing operations throughout the week to account for variations in demand. For example, in Denver, demand for vehicles is highest Friday through Sunday due to the large number of recreational activities and event centers

located throughout the City. The Operations Team closely tracks all events and rebalances vehicles to nearby transit stops before the event begins and rebalances vehicles to appropriate exit areas of the event for halftime and event close. Our rebalancing strategy facilitates multimodal trips by interconnecting the RTD transit system with Denver's largest entertainment venues, like Empower Field at Mile High, Coors Field, Pepsi Center, Denver Coliseum, Ogden Theatre, Filmore Auditorium, National Western Complex and many others.

To minimize congestion as well as our carbon footprint, we combine Operations Specialist and Juicer tasks to reduce trips and we have installed telematic equipment in all of Lime's vehicles to track and reduce Vehicle Miles Traveled. The telematics plug into the engine diagnostic port (OBD2 port) and provide a live feed of miles traveled. We use a robust fleet management service, EMKAY, and are able to track VMT, idle time, mpg, gps locations/routes, fuel costs, etc. broken down by vehicle and/or fuel efficiency.

Additionally, Lime is committed to working with the City and RTD in the event of expected and unexpected transit service interruptions to accommodate increased capacity. Solutions may include robust community engagement and real-time notifications, active rebalancing and use of staff valets, and new corral or valet station placement.

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Maintenance, Quality Controls, Inspection & Repair

We do both proactive and reactive maintenance on our vehicles. Our process starts with a full inspection at the warehouse by a Lime trained and certified mechanic. The following are all inspection triggers:

- **Preventative Maintenance:** In order to ensure the maximum safety of our riders, vehicles are inspected on a regular rotation. If a vehicle has not had an inspection in 45 trips, it is flagged for immediate retrieval for service.
- **Rebalancing:** Our Operations Team inspects each vehicle that is being rebalanced from one location to another.
- **Deployment:** Vehicles collected by our team are inspected and any maintenance is performed before morning deployment.
- **Customer Service Reports:** Any issue reported to our Customer Service line by riders or Juicers is flagged for retrieval and inspection.
- **In-app Rider Reports:** vehicles that are poorly rated for three rides in a row or vehicles marked in the app as damaged are immediately flagged for retrieval and repair.
- **Self-Reporting:** Our vehicles automatically notify the Operations Team for inspection upon certain events that can signal faulty, damaged, or vandalized vehicles. Each issue has a specific error code that Operations Team members are trained to recognize. Issues can include, losing GPS signal, Low battery (less than 20%), successive failed unlocks, etc. Upon an automatic notification or error code, an Operations Team member is dispatched to address the issue.

Maintenance Mode: Any vehicle flagged for inspection or repair is automatically placed in “maintenance mode.” The local Operations Team is notified, and the vehicle cannot be rented until it has been inspected.

Maintenance & Repair

All vehicles that are brought back to the warehouse go through a three-step maintenance protocol:

1. Entry diagnosis
2. Repair and reconditioning of used spare parts
3. QC/Redeployment

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Vehicle Arrival

Upon retrieval, the Operations Specialists transport the vehicle back to the warehouse. They unload the vehicles and place them in the “triage zone” for our mechanics to address.

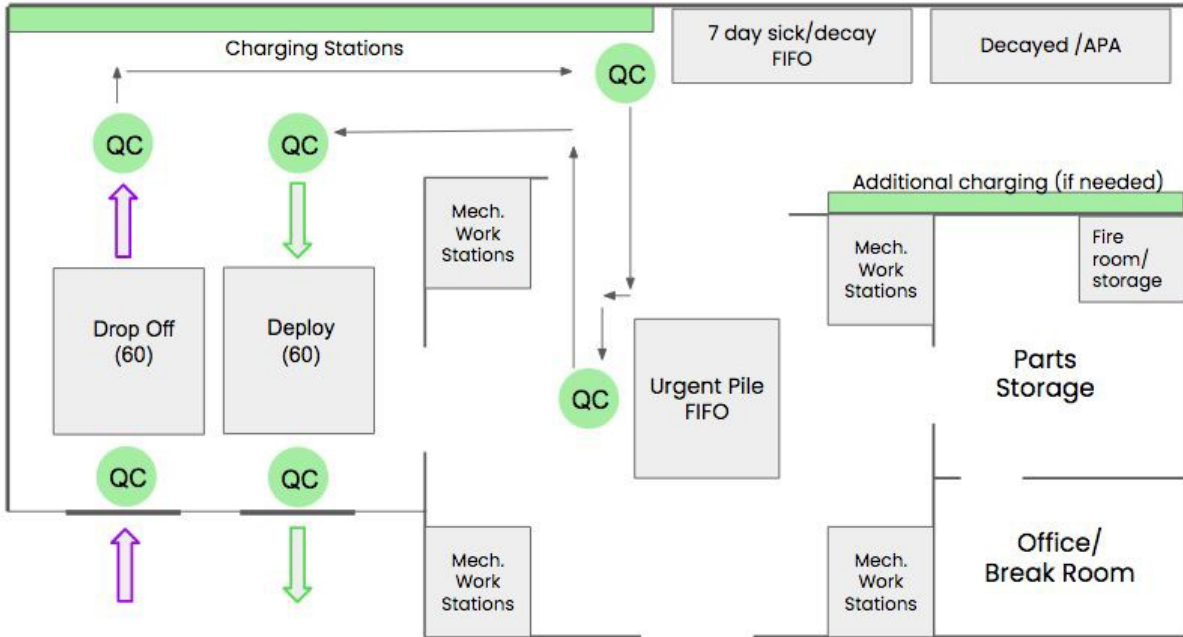


Figure 1: Warehouse Workflow

Step 1: After they are retrieved, vehicles are unloaded from our vans and placed in the “triage zone”. Our Mechanic shift lead does a full inspection of the vehicle prior to placing the vehicle in the “repair queue” using the diagnostic functions in the operations app. Vehicles inspections include a full evaluation: screws, brakes, handlebars, grips, battery damage or wear, lights, cleanliness, test ride, and more. The inspection is done in accordance with our Standard Operating Procedures (SOP) in the operations app.

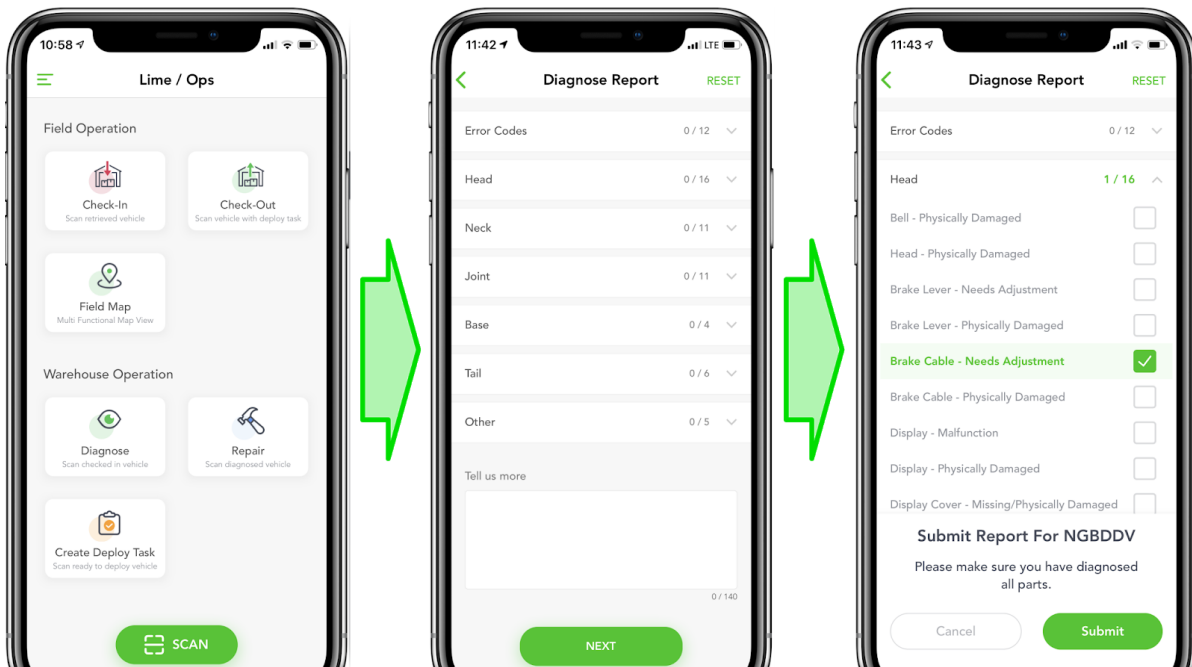


Figure 2: Initial diagnostic evaluation flow

Step 2: Each mechanic takes one vehicle at a time starting from the repair queue with the vehicle that has been in the queue the longest, also known as FIFO Method (first in, first out). By utilizing the FIFO method, we are able to ensure that every vehicle is handled in a timely manner and no vehicle is overlooked. Once they move the vehicle back to their mechanic station, they will complete another diagnostic on the vehicle.

Step 3: After diagnostics, our mechanics will proceed to repair the vehicle. Every mechanic station is equipped with the necessary tools and parts to complete every kind of repair on a vehicle. In addition, the shift lead audits the repairs and provides guidance to our mechanics if any is needed.

Step 4: After the vehicle has been repaired, the Shift Lead will do an additional quality control check to ensure that the repairs have been done correctly and that the vehicle meets our quality and safety standards before being moved to a charging station. Below is an example of our Quality Assurance checklist used to verify that repairs have been completed correctly.

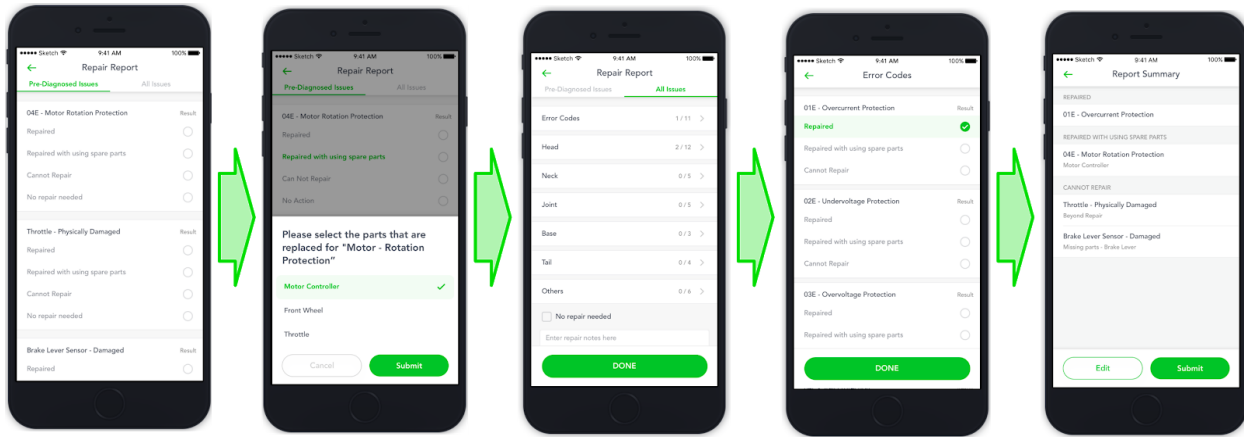


Figure 3: Quality control diagnostic flow



Section	REPAIR/TRIAGE	CHARGE/DEPLOY
Dashboard:	<ul style="list-style-type: none"> <input type="checkbox"/> Cracked Cover/Screen/Missing Cover. <input type="checkbox"/> No information displayed. <input type="checkbox"/> Error Codes other than 2E , inconsistent error history 	<ul style="list-style-type: none"> <input type="checkbox"/> Functional. <input type="checkbox"/> Clear display & cover secure. <input type="checkbox"/> No Error Codes
Lock:	<ul style="list-style-type: none"> <input type="checkbox"/> Scooter Fails to Unlock. 	<ul style="list-style-type: none"> <input type="checkbox"/> Scooter Locks, Unlocks & Online.
Brakes:	<ul style="list-style-type: none"> <input type="checkbox"/> Lever is touching handle-grip when pulled - Tighten. <input type="checkbox"/> Brake wire exposed/cut/split. <input type="checkbox"/> Scooter doesn't stop when brake is applied. <input type="checkbox"/> Brake Lever wobble 	<ul style="list-style-type: none"> <input type="checkbox"/> Brake is applied when lever is parallel to the handgrip. (two finger gap) <input type="checkbox"/> Brake lever is easy to squeeze. <input type="checkbox"/> Lever has minimal wobble.
Throttle:	<ul style="list-style-type: none"> <input type="checkbox"/> Throttle sticks (doesn't return to neutral position). <input type="checkbox"/> Throttle is cracked or loose. 	<ul style="list-style-type: none"> <input type="checkbox"/> Throttle returns back to neutral after pressing. <input type="checkbox"/> Throttle has smooth operation throughout.
Misc Cable:	<ul style="list-style-type: none"> <input type="checkbox"/> Headlight not working or intermittent 	<ul style="list-style-type: none"> <input type="checkbox"/> Headlight on
Upright Stem:	<ul style="list-style-type: none"> <input type="checkbox"/> Movement between stem and base (Loose Collar). 	<ul style="list-style-type: none"> <input type="checkbox"/> Stem is securely attached to base. <input type="checkbox"/> Steering is easy and smooth without resistance & excessive noise.
CCU:	<ul style="list-style-type: none"> <input type="checkbox"/> Severely cracked. <input type="checkbox"/> Speaker dysfunctional. 	<ul style="list-style-type: none"> <input type="checkbox"/> Sounds when rung or unlocked, without major visible damage.
Fork Assembly:	<ul style="list-style-type: none"> <input type="checkbox"/> Plastic guards cracked or broken. <input type="checkbox"/> Wheel facing incorrect direction, bent or wheel loose up/down, bushing movement more than 10mm 	<ul style="list-style-type: none"> <input type="checkbox"/> Guards intact. <input type="checkbox"/> Wheel straight when handlebars straight. <input type="checkbox"/> Wheel has no vertical loose movement (spring loose)
Kickstand:	<ul style="list-style-type: none"> <input type="checkbox"/> Loose or Missing <input type="checkbox"/> Scooter unstable when placed on kickstand. 	<ul style="list-style-type: none"> <input type="checkbox"/> Operational and Tight. <input type="checkbox"/> Scooter stands stable upright on the kickstand.
Kickboard:	<ul style="list-style-type: none"> <input type="checkbox"/> Vandalised. <input type="checkbox"/> Bent/broken/cracks (check behind fork for 	<ul style="list-style-type: none"> <input type="checkbox"/> Clean of graffiti. <input type="checkbox"/> Grip-Tape has comfortable grip.

Figure 4: Shift lead QA inspection checklist

Step 5: After charging, the Shift Lead inspects each vehicle prior to moving to the “deployment zone”. This provides an additional quality check for every vehicle that leaves the charging station.

Deploying Vehicles

The Operations Specialist then checks out the vehicles stationed in the deployment zone. Before loading into a van, the Operations Specialist will perform a fifth and final quality check prior to deployment. After the final check, the vehicles are redeployed into the fleet.

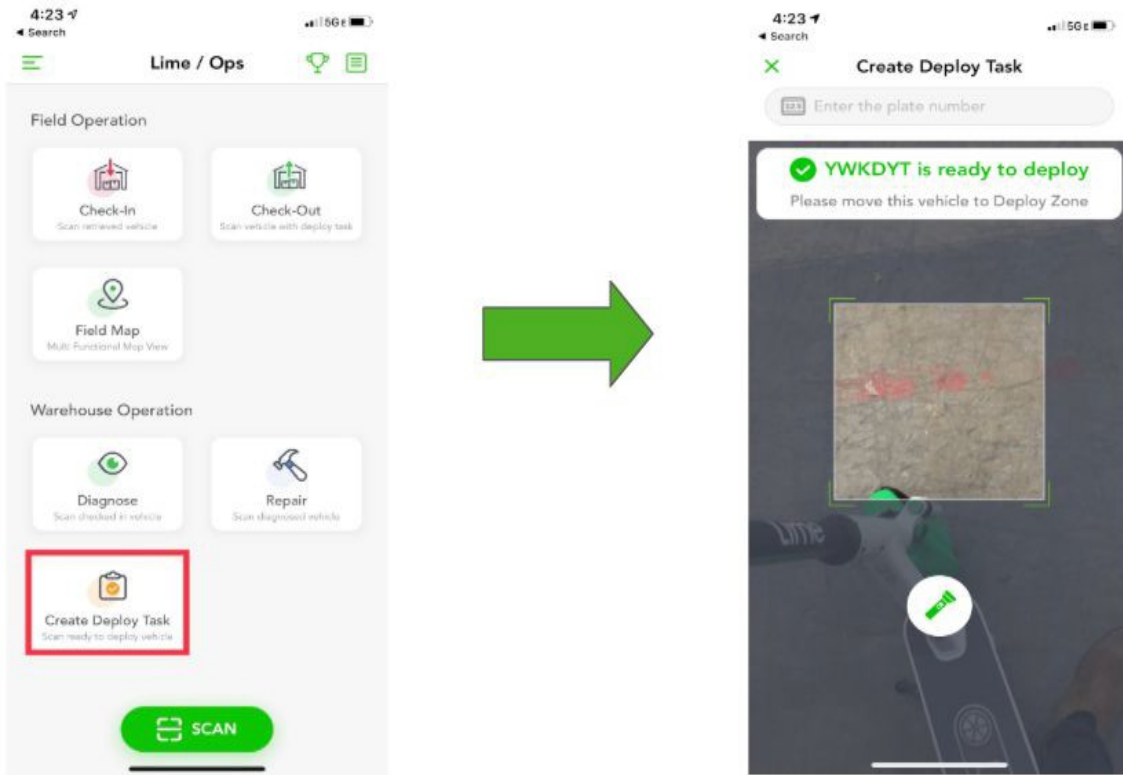


Figure 5: Final QA check & deployment flow

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EXHIBIT 3 - INSURANCE ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. San Francisco CA Office 425 Market Street Suite 2800 San Francisco CA 94105 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Neutron Holdings, Inc. DBA Lime 85 Second Street, 1st Floor San Francisco CA 94105 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Company		22667
	INSURER B: Liberty Mutual Fire Ins Co		23035
	INSURER C: Lloyd's Syndicate No. 1969		AA1120106
	INSURER D: The First Liberty Insurance Corporation		33588
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570085485391 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CSDIG2000005 SIR applies per policy terms & conditions	05/01/2020	05/01/2021	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	
							Products-Comp/Op Occ	\$1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-661-067212-020	05/01/2020	05/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			CSDIG2000006 SIR applies per policy terms & conditions	05/01/2020	05/01/2021	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	wc6661067212030	12/31/2020	12/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No : 570085485391

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City and County of Denver 201 W. Colfax Ave. Denver CO 80202 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>

