

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “Agreement”) is made and entered into this ____ day of ____ 2026 (the “**Effective Date**”), by and between the Board of County Commissioners of Arapahoe County, a body politic of the State of Colorado, whose principal business address is 5334 S. Prince St., Littleton, Colorado 80120 (the “**County**”) and Pheenix USH LLC, a Delaware corporation, with a principal place of business at 382 NE 191st St., #88235, Miami, Florida 33179 d/b/a Spin (“**Licensee**”) (each a “**Party**” and together the “**Parties**”) in consideration of the promises and mutual covenants of the parties hereto, subject to the following terms and conditions:

Section 1. Purpose of Agreement. The Parties seek to provide safe and affordable multimodal transportation options to the County’s tenants, residents, and visitors, reduce traffic congestion, and maximize carbon-free mobility. Licensee is an operator of an electric scooter share program. The purpose of this Agreement is to provide for the operation of shared e-scooters on the public sidewalks, roads, streets, avenues, boulevards, and thoroughfares within the County (the “**Right of Way**”), with the approval of the County, as provided in Section 5, and provide micro-mobility transportation to the general public (the “**Service**”). Nothing herein shall be deemed as authorization for Licensee to deploy e-scooters on privately owned property or Right of Way belonging to any governmental authority other than the County.

Section 2. Term. This Agreement shall commence on the Effective Date and shall be effective until September 1, 2027. The Parties may elect to extend the Term of the Agreement and any such extension shall be set forth in writing.

Section 3. Grant of License. As of the Effective Date, the County hereby grants to Licensee a license to use and occupy the Right of Way, or portions of the Right of Way as defined herein, for the following purposes:

- (a) Operation of the Service under a branded, integrated platform. Operation shall include without limitation the provision of vehicles, maintenance, and all associated operations of these vehicles as more fully described in “Spin Operations and Maintenance Plan,” attached hereto and incorporated herein by this reference as **Exhibit A**.
- (b) Installation and Maintenance of vehicle docking and parking corrals and any infrastructure associated with the provision of the Service. Licensee shall be responsible for all proper permitting for any other use of the Right of Way not contemplated by the Agreement. For the avoidance of doubt, Licensee shall only conduct minor maintenance on e-scooters in the Right of Way if such maintenance is of a nature that is routine and does not decrease transportation safety or interfere with traffic operations including without limitation all multi modals forms of travel in the Right of Way, such as simple tightening of screws or bolts.
- (c) The County hereby grants to Licensee, its representatives, employees, consultants and contractors and users of Licensee, an exclusive license to access, travel, cross, and otherwise use the Right of Way for the operation of e-scooters and the minor maintenance of e-scooters and to perform the Services described in in this Agreement. The County grants to Licensee a non-exclusive license for ingress and egress over and across any and all County owned right-of-way, as is reasonably necessary to access the Licensee’s e-scooters for the purposes set forth in this Agreement.
- (d) Right of Way Area. This License shall not apply to all Right of Way within the County but shall be limited to specific unincorporated areas located within the County, as depicted in the red

shaded area and described in the Right of Way Map, attached hereto and incorporated herein by this reference as **Exhibit B**. The Parties agree that the Right of Way Map is intended to coincide with the Denver South Transportation Management Association boundaries.

(e) The License shall not constitute a conveyance of any interest in the Right of Way.

Licensee acknowledges and agrees that the exercise of the foregoing rights (the “License Rights”) shall be in accordance with, and subject to, the terms and conditions set forth in this Agreement. The Agreement does not authorize Licensee to enter upon, or make any use of, any public property other than the Right of Way as defined herein.

Section 4. Licensee’s Obligations. Licensee agrees to:

(a) Performance of the Service. Licensee shall perform the Service on the Right of Way consistent with applicable local and state law and in a professional and workmanlike manner in accordance with the prevailing industry standards applicable in Licensee's industry.

(b) Performance Report. Following the end of each calendar year, Licensee shall provide an annual report of Licensee’s operations pursuant to this Agreement. Licensee will provide additional quarterly summaries as described in **Exhibit A**.

(c) Costs. Licensee shall be responsible for all costs and expenses associated with the Service. The County shall not be responsible for any costs or expenses associated with the Service. Unless otherwise provided herein, Licensee is solely responsible for paying any necessary licensing, permitting, or registration fees that may be necessary to comply with the County’s ordinances, or other laws.

(d) Emergency. Licensee shall provide the name and contact information of an individual (“Licensee Emergency Designee”) that the County may contact during and outside business hours in the event Licensee’s e-scooters are involved in an emergency situation. For purposes of this Agreement, “emergency situation” shall include without limitation e-scooters that affect the health, life, and safety of individuals on County-owned property, such situations include without limitation fires involving e-scooters and other crashes resulting in a disabled or damaged e-scooter. Licensee Emergency Designee shall respond within one (1) hour upon contact by the County.

Section 5. County’s Obligations.

(a) Assistance. However, in no event is the County to assume any active role or responsibility for the operations of the Service(s), which shall remain entirely with Licensee, nor shall the County be financially responsible for providing the Service(s).

(b) Exclusivity. During the Term of this Agreement, the County agrees that Licensee shall be the only licensed micro-mobility service with the right to use the Right of Way, as defined herein, within the unincorporated limits of the County. As used herein, the term “micro-mobility service” means an electric scooter share program, which includes without limitation, the provision, deployment, management, operation, maintenance, parking and other use of electric scooters. This License shall not preclude the use of privately-owned e-scooters or bicycles.

Section 6. Revocation or Termination. The County shall have the right to revoke or terminate the Agreement and the License Rights with fifteen (15) days’ notice to Licensee.

Section 7. Title to be retained by Licensee. Licensee shall retain title to and ownership of all Licensee e-scooters and other equipment referred to herein. In addition, as between the Parties, Licensee owns all rights, title, and interest in Licensee e-scooter, the Service, and Licensee's name, trademarks, tradenames, service marks and logos.

Section 8. Removal of E-Scooters.

(a) Licensee shall remove the e-scooters in the Right of Way that are permitted under this Agreement within thirty (30) days following the revocation or termination of this Agreement.

(b) In the event County-owned Right of Way is damaged or otherwise altered during the performance of this Agreement, Licensee shall be responsible for repairing and restoring the County-owned Right of Way to the existing condition prior to the Agreement.

Section 9. Maintenance.

(a) Licensee shall have the responsibility to maintain all e-scooters and other equipment/facilities. County shall not have any obligation with regards to the maintenance of e-scooters or equipment/facilities. Licensee shall be responsible for maintaining the e-scooters in good repair and in a manner that shall not interfere, other than nominally due to the presence of such e-scooters in the Right of Way, with the proper, safe and continuous use of the Right of Way by pedestrians and motorists. A full list of required maintenance procedures is listed in Exhibit A.

(b) Notwithstanding anything in the above provision, the Parties agree that the County shall have the unrestricted right to work within the Right of Way, including work performed by the County's contractors, agents and assigns. For the avoidance of doubt, for the purposes of this paragraph, all utilities and utility companies shall be within the definition of the County..

Section 10. Dangerous Conditions. The Licensee shall take all necessary precautions so as not to suffer or permit any dangerous conditions to pedestrians and/or motorists to be created, exist or continue. In the event County identifies a dangerous condition that exists due to Licensee's negligence or intentional misconduct in the operation of the e-scooters pursuant to this Agreement, or due to the use of Licensee's e-scooters generally, Licensee shall all reasonable steps under the circumstances and without delay to abate such dangerous condition.

Section 11. Notices. Each notice required or permitted to be given under this Agreement by any Party to the other shall be given in writing and delivered to the address specified below by one of the following methods: (a) by hand delivery for which receipt is acknowledged in writing, (b) by a nationally recognized overnight courier marked for overnight delivery, or (c) by United States registered or certified mail, return receipt requested, postage prepaid. Notices shall be deemed given when received (or receipt refused) in the case of hand delivery, one (1) business day after the Notice is deposited with a courier service for delivery on the following business day in the case of overnight service, and the first date of attempted delivery in the case of registered or certified mail. Either Party may change its address(es) for notice purposes with written notice to the other Party. The Parties' address(es) for notice purposes are as follows:

As to the Licensee:

C T Corporation System
Registered Agent of Pheenix USH LLC
7700 E. Arapahoe Rd., Ste. 220

Centennial, CO 80112

With a copy to:

Phoenix USH LLC
8382 NE 191st St., #88235
Miami, Florida 33179
Attn: Legal Department

As to the County:

Arapahoe County
Attn: Director Public Works and Development
6924 S. Lima St.
Centennial, CO 80112

With a copy to:

Arapahoe County
Attn: County Attorney
5334 S. Prince St.
Littleton, CO 80120

Section 12. General Indemnification. Licensee shall defend, indemnify, and hold harmless, the County and any of its agencies, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from the negligence or intentional misconduct of Licensee or Licensee's employees, agents, contractors, or customers of Licensee of any breach of this Agreement by Licensee. Such indemnification shall include without limitation any claims by employees of Licensee that may get injured on County-owned property while deploying, collecting, or maintaining Licensee's equipment, infrastructure, and e-scooters. Licensee shall be released from its obligations under this section if the loss or damage was caused by the willful misconduct or negligence of the County or County's employees, agents, or contractors.

Section 13. Limitation of Liability. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY, LICENSEE SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES ARISING FROM LOSS OF USE, LOSS OF DATA, LOST PROFITS, BUSINESS INTERRUPTION, OR COSTS OF PROCURING SUBSTITUTE SOFTWARE OR SERVICES) ARISING OUT OF OR RELATING TO A BREACH OF THIS AGREEMENT, PROVIDED, HOWEVER, IN NO EVENT SHALL SUCH LIMITATION AFFECT ANY RECOVERY UNDER THE INSURANCE REQUIRED TO BE MAINTAINED BY LICENSEE PURSUANT TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM CONTRACT, INDEMNIFICATION, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER LICENSEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES AGREE THAT THIS SECTION REPRESENTS A REASONABLE ALLOCATION OF RISK

AND THAT LICENSEE WOULD NOT PROCEED IN THE ABSENCE OF SUCH ALLOCATION.

Section 14. Insurance. Licensee shall procure and maintain, and shall require its Contractors to procure and maintain, in effect throughout the duration of this Agreement, insurance coverage not less than the types and amounts specified below. Licensee shall ensure that the County is named as additional insured.

(a) Commercial General Liability Insurance on a primary and noncontributory basis, insuring Licensee and naming the County as an additional insured, covering, without limitation, any liability for bodily injury, personal injury, including death, and property damage arising out of Licensee's operations, acts, omissions, assumed liabilities or use of the property, with coverage of not less than One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) general aggregate.

(b) Workers' Compensation Insurance in amounts required by applicable law.

(c) Automobile Liability Insurance covering hire and non-owned vehicles with limits of not less than two million dollars (\$2,000,000) combined single limit per occurrence.

(d) Umbrella/Excess Coverage Insurance: Licensee, in addition to General Commercial Liability, shall maintain excess liability insurance or "umbrella insurance," in the amount of One Million Dollars (\$1,000,000) per occurrence and in the aggregate.

(e) Licensee shall deliver to the County, prior to deployment of e-scooters, properly completed certificates of insurance or other evidence that the required insurance is in full force and effect, in a form acceptable to the County. The receipt or acceptance of a certificate of insurance that does not incorporate the required terms and coverage shall not constitute a waiver by the County of the insurance requirements contained in this Agreement.

(f) The Commercial General Liability Insurance and Automobile Liability Insurance required to be purchased and maintained by Licensee under this Agreement will contain waiver of subrogation provision to the County.

(g) Licensee shall provide the County with prompt written notice of any cancellation, termination, material change, or lapse of insurance required to be carried by Licensee under this Agreement. Regardless of any approval by the County, it is the responsibility of Licensee to ensure that the required insurance coverage is procured and maintained in effect at all times. In the event Licensee fails to ensure that the required insurance is procured and maintained in effect, or that the County is named as an additional insured as required, the County may order that the installation of the improvements immediately stop and, upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

Section 15. Independent Contractor. Licensee and its Contractors are independent contractors and are not the County's agents. Licensee and its Contractors have no authority to take any action or execute any documents on behalf of the County except as specifically provided for in this Agreement.

Section 16. Governing Law. This Agreement shall be construed and governed in accordance with the law of the County of Arapahoe, State of Colorado. The Parties submit exclusively to the jurisdiction of the courts of the State of Colorado, County of Arapahoe, and waive venue objections thereto. The Parties agree that production of this License Agreement to a Court of competent

jurisdiction shall be sufficient and conclusive evidence to preclude any other court from exercising jurisdiction of any dispute arising out of, or that could arise out of, this License Agreement. Service of process shall be in accordance with Colorado Rules of Civil Procedure Rule 4. The Parties agree to receive service of process at the addresses provided above in Section 11.

Section 17. Default and Remedies. If Licensee shall be in default or breach of any provision of this Agreement, the County may terminate this Agreement, suspend the County's performance and invoke any other legal or equitable remedy after giving Licensee written notice of such default or breach with reasonable specificity to the County and description of the circumstances of such default or breach and ten (10) days to correct such default or breach; provided, however, in the event that Licensee begins performing this obligation to correct such default or breach within ten (10) days after County notifies Licensee of this failure, but it will reasonably take more than ten (10) days to complete performing the obligation, then Licensee will have a reasonable amount of additional time to complete performing the obligation. Notwithstanding the foregoing, Licensee's obligation with regards to indemnification as provided in Section 10 of this Agreement shall survive the expiration or termination of this Agreement with regards to any claims arising during such time as this Agreement was in effect.

Section 18. Waiver. No consent or waiver, express or implied, by any Party to this Agreement or any breach or default by any other Party in the performance of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance of the same or any other obligations hereunder. Failure on the part of any Party to complain of any act or failure to act or to declare any of the other Parties in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights under this Agreement. The Parties reserve the right to waive any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing and shall be deemed to constitute a waiver only as to the matter waived and the Parties reserve the right to exercise any and all of their rights and remedies under this Agreement irrespective of any waiver granted.

Section 19. Governmental Immunity. The County is a governmental entity under the Colorado state law and nothing in this Agreement shall be deemed or construed as a waiver by the County of any of the immunities, rights, defenses or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

Section 20. Entire Agreement; Modification. This Agreement constitutes the full and complete understanding and agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior understandings or agreements whether oral or in writing. This Agreement may not be amended except by an instrument in writing signed by all the Parties hereto.

Section 21. Headings; Construction of Agreement. The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Section 22. Severability of Provisions. Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the Parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that

the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the Parties.

Section 23. Assignment. Licensee may contract for the providing of Services but may not assign or transfer any part or all of their obligations or interests under this Agreement without the County's prior written approval. Licensee shall notify the County, in writing, at least (30) days prior to any proposed assignment or transfer and shall provide with that notice, the proposed assignee's or transferee's written acceptance of the terms and conditions of this Agreement. Licensee shall not be released from its obligations under this Agreement unless and until such time as it is released, in writing, by the County.

Section 24. Conflicts of Interest. Licensee certifies that no officer or employee of the County has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of the County, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Licensee or its contractors under this Agreement.

Section 25. No Partnership. It is expressly understood that the Parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no Party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other in performance of this Agreement.

Section 26. Cooperation. The Parties shall cooperate in the implementation and performance of the acts, undertakings and obligations as set forth in this Agreement.

Section 27. Binding Effect. This Agreement shall be binding upon the Parties hereto and upon their assigns, transferees and successors in interest.

Section 28. Representations. The Parties certify that they have the power and authority to execute and deliver this Agreement and to perform this Agreement in accordance with its terms.

Section 29. OFAC. The County represents and warrants that neither it nor any of its employees are a person or entity with whom U.S. entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order or other governmental action.

Section 30. Anti-Bribery/Corruption. The Parties agree that: (i) Each Party shall comply and ensure that its employees, representatives, subcontractors and agents comply with and perform all their obligations under this Agreement in accordance with the U.S. Foreign Corrupt Practices Act, UK Bribery Act 2010, and applicable local law; (ii) Each Party agrees to maintain in place throughout the term of this Agreement policies and procedures to ensure compliance with the U.S. Foreign Corrupt Practices Act, UK Bribery Act 2010, and applicable local law; (iii) If any Party learns of or has reason to know of any payment, offer or agreement relating to this Agreement that is contemplated or that has occurred and that represents or could represent a violation of the U.S. Foreign Corrupt Practices Act, UK Bribery Act 2010, and applicable local law, it shall immediately so advise the Company in writing; (iv) Each Party shall be permitted to take reasonable steps to avoid, mitigate or investigate any actual or potential violation of the U.S. Foreign Corrupt Practices Act, UK Bribery Act 2010, and applicable local law. Each Party agrees to cooperate with the other as it exercises its rights under this Section; (v) Each Party may disclose this Agreement and any information that it obtains hereunder to any government agency or regulatory authority, or other

persons that it reasonably determines, have a need for such information in connection with the U.S. Foreign Corrupt Practices Act, UK Bribery Act 2010, and applicable local law; (vi) Each Party shall promptly notify the other upon learning or forming a reasonable belief that it, directly or through any agent or service provider, made or received any payment, offer or agreement in connection with this Agreement that is punishable under the U.S. Foreign Corrupt Practices Act, UK Bribery Act 2010, and applicable local law; and (vii) Each Party shall ensure that all persons associated with it or performing services or providing goods in connection with this Agreement comply with this Section.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first indicated above.

**BOARD OF COUNTY COMMISSIONERS
FOR ARAPAHOE COUNTY**

Leslie Summey, Chairperson
Board of County Commissioners

PHEENIX USH, LLC

John Lankford, Senior Director of Government Partnerships
Pheenix USH, LLC

Exhibit A

Licensee Operations and Maintenance Plan

Micromobility Services Program Goals

Measuring Success

Arapahoe County (the “County”) will evaluate the success of the pilot program through the lens of their own perspectives and priorities but agree that the following measures are important for both Parties: Ridership Numbers, Safety/Lack of Conflict, Aesthetics/Lack of Clutter, and Community Support, as defined below. Further outlined in this Operations and Maintenance Plan are the strategies and efforts to uphold these measures.

Objectives and Goals.

- **Ridership Numbers**: The tracking of ridership data to include trips, mileage, starting and ending locations, distance, and other ridership metrics described in the Operations Plan.
- **Safety/Lack of Conflict**: Safety incidents related to 2 people, or a person and an object, that are reported to Licensee or County. The occurrence of an event will immediately trigger a meeting and program assessment by Licensee and the County.
- **Aesthetics/Lack of Clutter**: Complaints related to unappealing aesthetics or clutter that degrades the area that are reported to Licensee or the County. Licensee’s placement plan, ground operations, and user education will ensure that positive aesthetics and a lack of clutter will be accomplished.
- **Community Support**: Outreach to inform and educate the community about the pilot program, as well as feedback received from the community (good or bad) about the program. Licensee’s user education and safety plans will address community support and outreach.

Operations Plan

Placement Plan

Licensee will work with the County to determine where to deploy the e-scooters. Licensee's ground operations team will place e-scooters in a neat fashion at designated parking locations agreed upon by Licensee and the County. Licensee will ensure that e-scooters are not obstructing pedestrian or motor vehicle traffic. Licensee and County staff members will conduct regular sweeps of the program area to ensure that e-scooters are relocated daily and properly rebalanced to the designated parking locations.

User Education

Licensee believes that the most effective, consistent, and efficient method of providing important notices and educating users is through Licensee's app. Any Licensee user may utilize the app, helping to ensure important information is seen and acknowledged.

New Licensee users will receive informational pop-ups when they use Licensee's app to take a ride for the first time. The pop-ups will require the new users to affirmatively dismiss the pop-ups in order to proceed. The informational pop-ups will include: a) reminders about applicable micromobility laws; and b) instructions on how to ride and park responsibly.

Safety

In addition to in-app education, Licensee team members will conduct in-person safety events to help reduce the potential for a safety incident. Safety events will include engaging individuals in-person and spreading information on proper parking and riding techniques.

Tune-ups are performed on the spot by the ground operations team during safety inspections. Repairs, if needed, are performed at a warehouse by certified mechanics.

Every Licensee e-scooter is inspected for safety, with a recorded inspection history. E-scooters reported by the public as unusable are remotely disabled and marked for safety inspection. All repairs are done by certified mechanics. Safety inspections are performed by the ground operations team, who are trained by certified mechanics. Ground operations staff inspect:

- Handlebars
- Brakes
- Brake levers
- Grips
- Lights
- Reflectors
- Tires
- Bells
- Wheels

- Fenders
- Signage
- Cables
- Stems
- Baseboards

All e-scooters are inspected against the above checklist, at a minimum, for:

- Cleanliness;
- Damage;
- Secureness; and
- Safe and reliable operation.

Geofencing + Special Events

Prior to launch, Licensee will work with the County to identify and implement appropriate geofencing that includes any necessary Slow Ride Zones, No Ride Zones and No Park Zones. Licensee will work with the County and to implement appropriate geofencing around special events and at the County's request. Licensee requests 72-hour notice for special geofencing requests.

Customer Support

Licensee provides easy mechanisms through which users and the public can contact them to ask questions, report Licensee vehicles that are damaged or obstructing the public right of way or seek any other assistance. Licensee's app has a "Help" button on the user interface. The "Help" buttons enable users to report any issues via live chat, email (support@Licensee.pm), and phone (1-888-249-9698). Licensee e-scooters also display Licensee's phone number, via which the public will be able to easily report relocation requests.

Ground Operations

Licensee's ground operations staff are hired locally and help ensure the safety, accessibility, and responsible placement of Licensee vehicles. Staffing hours will be continuously adjusted to meet program demand. The ground operations staff perform two primary functions:

- Roving (daily)
- Inspect and tune-up e-scooters.
- Visually survey the streets and remove obstructing e-scooters.
- Rebalancing (daily)
- Ensure there is sufficient supply of e-scooters at each parking location.

Placement of E-scooters

- E-scooters will be neatly placed by Licensee staff at designated parking locations.
- E-scooters will be rebalanced each business day to the designated parking locations to ensure adequate supply.

- E-scooters will be neatly placed such that they do not obstruct the public's right of way.

Relocation Requests

Licensee users and the general public can report e-scooters 24/7 via phone, email, the website, or the app.

- Licensee will dispatch a ground operations member within three hours between the hours of 8am-6pm Monday through Friday, with submission of supporting evidence, to address e-scooters reported as obstructing the public right of way.
- Requests received after normal business hours and/or on holidays will be handled as soon as practicable the following day. Requests received on the weekends will be resolved by the following Monday by 9am.

Reporting

Licensee will provide quarterly reports to the County with aggregate usage data including:

- Number of users in the system
- Number of e-scooter trips generated for the month
- Trip totals by time of day and day of week
- Total number of customer service inquiries
- Estimated automobile trips and mileage displaced by Licensee e-scooter trips
- Total number, time, and location of safety incidents and any injuries sustained or other persons, objects or vehicles involved
- Latitude/longitude and heat maps of e-scooter trip start and trip end locations
- Average and total e-scooter trip length and trip time

EXHIBIT B
Right of Way Map