

**CERTIFICATION OF CLERK**

I, Brenda K. Wolf, the duly appointed, qualified, and City Clerk of Manhattan, Kansas, do hereby certify that the foregoing Agreement was duly adopted at a meeting of the City of Manhattan, Kansas, held on the 3<sup>rd</sup> day of August, 2021, and that said Agreement is the original thereof, electronic only, record on file in my office.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the City of Manhattan, Kansas, this 4<sup>th</sup> day of August, 2021.



*Brenda K. Wolf*

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Brenda K. Wolf, CMC, City Clerk

## MICRO MOBILITY MANAGEMENT CONTRACT

This Micro-Mobility Management Agreement (this “Agreement”), effective as of August 3, 2021 (the “Effective Date”), is entered into by and between Superpedestrian, Inc., a Delaware corporation (“OPERATOR”) and the CITY of Manhattan, Kansas (“CITY”).

Whereas, OPERATOR operates e-scooter sharing programs that utilize a dockless or docked micro-mobility share system that enables GPS, cellphone connectivity, and self-locking technology to allow the e-scooter devices to be locked and unlocked by users with an app and tracked (collectively, the “E-Mobility Services”); and

Whereas, OPERATOR is considered a “micromobility network company” and OPERATOR’S e-scooter devices are considered “micromobility devices” for the purposes of CITY’s Code of Ordinances Sec. 31-181.

Whereas, for purposes of this Agreement, an “electric-assisted scooter” (“e-scooter”) is a self-propelled vehicle that has at least two wheels in contact with the ground, an electric motor, handlebars, a brake and a deck that is designed to be stood upon when riding.

Whereas, OPERATOR has entered into, or will enter into, an exclusive agreement with Kansas State University to provide the Services to the University.

Whereas, CITY now wishes to engage OPERATOR, and OPERATOR has agreed to provide the Services to the CITY on the CITY’s rights-of-way (“ROW”) on the terms and conditions set forth herein.

Whereas, CITY also wishes to engage OPERATOR, and OPERATOR has agreed to provide the Services to the CITY on CITY parks, recreation, and open space areas on the terms and conditions set forth herein.

Now, therefore, in consideration of the mutual covenants and representations set forth in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and agreed, CITY and OPERATOR hereby agree as follows:

1. Term of Agreement. This Agreement is effective as of the Effective Date, and unless terminated earlier in accordance herewith, will continue for a period of 36 months from the date which OPERATOR implements the E-Mobility Services. OPERATOR is required to obtain all applicable licenses from City relating to e-scooters and pay all applicable licensing and administrative fees.
2. Compliance with Law and Policy. OPERATOR agrees to provide the Services in accordance with all CITY policies, regulations, rules, and practices and with all applicable municipal, state, and federal laws, including but not limited to fire codes. CITY may terminate this Agreement at any time if CITY determines, at its sole discretion, that any of its provisions, or any activities of OPERATOR contemplated hereunder constitutes a violation of any applicable laws, rules, regulations or bylaws and CITY shall not be subject to liability for said termination.

OPERATOR will use commercially reasonable efforts to educate end users of all applicable CITY policies, rules, and practices, including:

- 2.1. E-scooters will not be allowed to operate on any sidewalks, plazas, parking garages, or parking lots in areas zoned as C-3 or C-4.
  - 2.2. E-scooters when operated on sidewalks outside of C-3 or C-4 zones will not be allowed to operate at a speed above 15 mph.
  - 2.3. E-scooters shall be parked on street side curbing, where not otherwise prohibited, in racks approved by the city, or designated areas approved by the city, for parking e-scooters.
  - 2.4. E-scooters shall not be parked in areas that have been designated by the parties as e-scooter no parking zones.
  - 2.5. E-scooters operated or parked in parks, recreation, or open space areas shall comply with City Code Sec. 23-89.
3. Fees. OPERATOR shall pay CITY \$0.25 per trip per e-scooter. OPERATOR shall pay the CITY on the 15<sup>th</sup> of following month of every trip. Any adjustment to this rate must be done by mutual written agreement with CITY.
4. Insurance. OPERATOR must procure and maintain, at OPERATOR's expense, during the period of Agreement, the insurance described herein. Insurance must be with a company or companies qualified to do business in Kansas, as acceptable to CITY, and written on the standard approved certification forms. **All liability insurance policies will name CITY as additional insured on a primary and non-contributory basis with respect to claims, demands, suits, judgments, costs, charges, and expenses arising out of, or in connection with, any loss, damage, or injury resulting from the negligence or other fault of OPERATOR, its agents, representatives, employees, contractors, invitees, and customers.** All policies will include a **waiver of subrogation** in favor of the CITY and provide a 30 day notice of cancellation or non-renewal to the CITY. OPERATOR must furnish certificates of insurance to CITY in the following minimum limits upon execution of this Agreement:
- 4.1. Comprehensive General Liability Insurance. OPERATOR shall maintain comprehensive general liability insurance with limits not less than \$5 million for each occurrence involving bodily injury and property damage, a general aggregate of \$5 million, and products-completed operation aggregate of \$5 million. Such coverage must include premises operations broad form property damage, completed operations, independent contractors, and contractual and products liability.
  - 4.2. Worker's Compensation Insurance. OPERATOR shall maintain worker's compensation insurance as required by Kansas law.
5. Indemnification. OPERATOR shall defend, indemnify, and hold harmless CITY and any of its officials, officers, employees, and agents from and against any and all claims, damages, liability, losses, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the performance under this Agreement, caused in whole or in part by OPERATOR, OPERATOR's employees, agents, contractors, subcontractors, or others for whom OPERATOR is legally liable, regardless of whether or not

caused in part by any act or omission of CITY, its officials, officers, employees, and agents. Under no circumstance shall CITY be liable to users of OPERATOR's property, including, without limitation the e-scooters. OPERATOR's contracts with its contractors and subcontractors shall require such persons or entities to defend, indemnify, and hold harmless CITY and any of its officials, officers, employees or agents to the same extent that OPERATOR is required by this Section to defend, indemnify, and hold harmless CITY and any of its officials, officers, employees or agents.

6. Condition of approved areas of operation. CITY makes its ROW and parks, recreation, and open space areas available to OPERATOR in an "AS IS" condition. CITY makes no representations or warranties concerning the condition of its ROW or parks, recreation, and open space areas or its suitability for use by OPERATOR or OPERATOR's customers, and CITY assumes no duty to warn either OPERATOR or OPERATOR's customers concerning conditions that exist now or may arise in the future.
7. Damage to E-scooters or Other OPERATOR Property. CITY assumes no liability for loss or damage to the e-scooters or any other OPERATOR property. OPERATOR agrees that CITY is not responsible for providing security at any location where the e-scooters are stored or located, and OPERATOR hereby waives any and all claims against CITY in the event OPERATOR's e-scooters or other property are lost or damaged.
8. User Release. OPERATOR agrees to require, as a condition of use of the e-scooters, each user to execute a release of all claims against CITY in a form approved by CITY.
9. License.
  - 9.1. Use License. As of the Effective Date, CITY grants to OPERATOR a revocable license to use agreed upon specifically designated areas of CITY ROW and agreed upon specifically designated CITY parks, recreation, and open space areas, as determined by CITY, to operate the Electric-Assisted Scooter Sharing System. CITY further grants to OPERATOR and its end users of the e-scooters a royalty-free, fully-paid license to secure, lock and/or park OPERATOR-provided e-scooters on or to any legally permissible e-scooter parking on the ROW and parks, recreation, and open space areas as determined by CITY. OPERATOR understands that CITY parks, recreation, and open space areas have varying rules and regulations depending on the location and will comply with said rules and regulations.
  - 9.2. Maintenance License. CITY further grants to OPERATOR a royalty-free, fully-paid license to access specifically designated areas of CITY ROW and specifically designated CITY parks, recreation, and open space areas during normal operating hours or as otherwise agreed in writing or as CITY may request, to provide the Services, including without limitation, maintenance on the e-scooters and related signage and equipment, if any, as allowed within this agreement.
10. Consideration; No Cost to CITY. In consideration of OPERATOR's right to use/establish an e-scooter program on the CITY ROW and in parks, recreation, and open space areas,

OPERATOR hereby provides its e-scooters to customers with no cost to CITY. OPERATOR shall charge its customers for use of the e-scooters. OPERATOR agrees that the e-scooters and associated services shall be operated at the OPERATOR's sole cost and expense and that CITY shall not be responsible for any costs or expenses related to the E-Scooter Program, including, but not limited to, repair and maintenance of the e-scooters, parking infrastructures, signage, advertising, education materials, and other program costs.

11. No Damages for CITY Delay. Should CITY be prevented or enjoined from proceeding with the start of the license to use ROW or parks, recreation, or open space areas before or after contract execution by reason of any litigation or other reason beyond the control of CITY, OPERATOR shall not be entitled to make or assert any claim for damage by reason of said delay.
12. Retention of Records. Unless CITY specifies in writing a different period of time, the OPERATOR agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract. a. Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, even if the litigation exceeds five (5) years. b. The OPERATOR agrees that authorized federal and state representatives, including but not limited to, CITY personnel and independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine OPERATOR's records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be made promptly and at no cost to CITY.
13. Data and Other CITY Property. OPERATOR must agree to return any or all data furnished by CITY promptly at the request of CITY in whatever form it is maintained by OPERATOR. On the termination or expiration of this contract, OPERATOR will not use any of such data or any material derived from the data for any purpose and, where so instructed by CITY, will destroy or render it unreadable.
14. Subcontractors. The OPERATOR shall be the sole source of contact for the contract.. The OPERATOR is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.
15. Assignment. The OPERATOR shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the CITY.
16. Termination.
  - 16.1 Notwithstanding the right to immediate termination provided in Section 16.2, CITY may terminate the Agreement without limitation, upon the provision of thirty (30) days written notice to OPERATOR.
  - 16.2 In addition to the other termination rights set forth in this Agreement, the CITY may terminate this Agreement upon written notice to OPERATOR, and such termination shall

be effective three (3) calendar days from the date of delivery of such notice, should any of the following occur:

- 16.2.1 If interdependent contract with Kansas State University is established and OPERATOR fails to maintain an agreement with Kansas State University which allows the use of e-scooters on campus in the same form and fashion as is permitted hereunder;
- 16.2.2 OPERATOR becomes insolvent or files for bankruptcy;
- 16.2.3 OPERATOR fails to deliver the Services within the time specified by this Agreement or any written extension;
- 16.2.4 OPERATOR breaches of any other term of this Agreement and OPERATOR fails to cure such breach within five (5) business days of receipt of notice of such breach; or
- 16.2.5 In CITY's sole discretion, the E-scooter Program provided by OPERATOR creates a risk to the health and safety of CITY or the CITY community including, but not limited to students, staff, or visitors.
- 16.2.6 OPERATOR continues and consistently breaches the obligations outlined in Exhibit A-1 after CITY delivers written notice to OPERATOR reasonably detailing the breach.

16.3 OPERATOR shall collect and remove all e-scooters and any other of its equipment or items located on the CITY ROW, parks, recreation, and open space areas, or any other CITY property where e-scooters may be located within the city limits of Manhattan, Kansas within thirty (30) days of any termination or expiration of this Agreement. Failure to remove all e-scooters and any other of equipment or items will result in OPERATOR reimbursing CITY for costs, including staff time, for any such removal.

17. Rights and Remedies. If this contract is terminated, CITY, in addition to any other rights provided for in this contract, may require the OPERATOR to transfer title and deliver to CITY in the manner and to the extent directed, any gathered information, and substantially completed analyses, reports, and other completed materials. The rights and remedies of CITY provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

18. Rebalancing, Relocating, Removing and Impounding E-Scooters. During the hours of 7:00 am to 8:00 pm (U.S. Central Time), OPERATOR shall be actively engaged in finding and righting e-scooters that are misplaced, damaged, inoperable, unsafe, parked improperly, tipped over, that are otherwise not in compliance with this Agreement, or that are interfering with pedestrian, bicycle or vehicle travel or safety; and responding to notices received of any such conditions.

18.1 OPERATOR shall respond and remedy the e-scooter's condition and/or remove the e-scooter from service within two (2) hours of either identifying such conditions of its own accord, or of receiving notices. For purposes of this Agreement, "notice" means a communication from CITY or any other person to an agreed-upon email address designated by OPERATOR. Said notice must contain, at a minimum, (a) the e-scooter



ID number, (b) an identifiable address or location of the e-scooter, and (3) a picture of the e-scooter in question. OPERATOR agrees to respond to any notice received by OPERATOR after 8:00 pm no later than 10:00 am the next calendar day and remedy the e-scooter's condition within such time. In the event an e-scooter's condition is not remedied within the timeframe specified herein, such e-scooters may be relocated; re-parked; or removed by CITY personnel and taken to a CITY facility for impoundment.

18.2 Notwithstanding the notice set forth in this Section, e-scooters may be relocated, re-parked, or removed by law enforcement or CITY personnel immediately, without prior notice to the OPERATOR, if the e-scooter is blocking pedestrian travel or presenting a traffic or safety hazard. The law enforcement or CITY personnel may relocate; re-park; or remove the e-scooter and take it to a CITY facility for impoundment.

18.3 CITY shall notify OPERATOR in the manner described in Section 18.1 within two (2) business days of impoundment of the e-scooter. The CITY shall assess an impoundment fee at the rate of \$50 per e-scooter per seven (7) calendar days of storage. CITY shall submit an invoice to OPERATOR for impoundment fees incurred in the prior month, if such fees are incurred. Such invoice shall be paid within thirty (30) days of its issuance. Failure to timely pay any storage or impound fees may result in termination of this agreement.

18.4 If OPERATOR does not reclaim an impounded e-scooter within thirty (30) days after being given notice of its impoundment, the e-scooter will be considered abandoned and become CITY property. The CITY may then, at its option, sell, keep or dispose of the e-scooter, and OPERATOR will reimburse CITY for any costs, including staff time, for such option.

19. Maintenance and Operations. OPERATOR will follow the maintenance, replacement, and operation obligations for e-scooters listed in Exhibit A-1.

20. Publicity. OPERATOR may release a press release announcing the parties' relationship hereunder with the prior consent of CITY, which shall not be unreasonably withheld. Unless otherwise expressly permitted in this Agreement, neither party will use the other party's name, logos, trademarks or service marks in any manner without the other party's prior written approval in each instance. CITY must first expressly approve in writing any and all proposed uses of CITY's name, logos, trademarks and service marks (i) to create marketing and advertising materials for CITY to use to promote the service to its employees, and (ii) on OPERATOR's customer list which will be displayed on OPERATOR's website and in other publications. Each party consenting to use of its marks hereunder shall remain the sole and exclusive owner of all right, title and interest in and to its marks and the goodwill associated therewith. Upon termination of this Agreement, such use of the other party's marks shall immediately cease.

21. No Joint Venture. Nothing herein contained shall be in any way construed as expressing or implying that the parties hereto have joined together in any joint venture or in any manner have

agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this Agreement.

22. Amendment. This Agreement may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this agreement and executed by duly authorized representatives of the parties.
23. Counterparts. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
24. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof, and amends and restated in its entirety the Initial Agreement.
25. Governing Law. This Agreement and all matters concerning its interpretation, performance, or enforcement will be governed in accordance with the laws of the State of Kansas. Any litigation arising out of the agreement or the relationship of the parties hereto must be brought in a court of competent jurisdiction in Riley County, Kansas.
26. Non-Discrimination. OPERATOR agrees to comply with all applicable city, state, and federal anti-discrimination laws. OPERATOR also agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to comply with the Manhattan Declaration of Policy (City Code Sec. 10.1, et seq.); and (c) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer."
27. Severability. In the event any of the provisions of this agreement shall be held to be invalid by any court of competent jurisdiction, the same shall be deemed severable, and as never having been contained herein, and this agreement shall then be construed and enforced in accordance with the remaining provisions hereof.
28. Remedies. In the event either party fails or refuses to comply with the terms of this agreement, then the non-breaching party may seek any remedy available at law or in equity.
29. Notice. Any notice required or permitted hereunder will be deemed effective when sent by electronic mail, or by certified mail, registered mail, or a signature confirmation service provided by the United States Postal Service, postage prepaid, or when sent by an overnight carrier as follows:

**If to OPERATOR, Inc.:**  
LINK YOUR CITY, INC.

**If to CITY:**



**Government Partnerships Team**  
84 Hamilton Street  
Cambridge, MA 02139  
Attention: Zach Williams  
Email: [strategy@superpedestrian.com](mailto:strategy@superpedestrian.com)

City of Manhattan, Kansas  
1101 Poyntz Avenue  
Manhattan, KS 66502  
Attention: Jared Wasinger  
Email: [wasinger@cityofmhc.com](mailto:wasinger@cityofmhc.com)

**With a copy to:**  
Legal Department  
[legal@superpedestrian.com](mailto:legal@superpedestrian.com)

or at such other address as either party may from time to time specify by notice hereunder. If notice is provided by electronic mail, the party sending the notice has the burden of demonstrating that the notice was received. This burden may be met by any written acknowledgment or electronic reply to the electronic message from the party receiving notice, excluding any automatic or computer generated response.

**30. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OR CORRUPTION OF DATA, LOSS OF GOODWILL, COSTS TO PROCURE SUBSTITUTE GOODS OR SERVICES, OR INTERRUPTION OF BUSINESS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SAME. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO OPERATOR'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

SUPERPEDESTRIAN, INC.

DocuSigned by:

*William Knapp*

2DECE93FE34C421...

William Knapp, Chief Operating Officer

July 28, 2021 | 6:27 PM EDT

CITY OF MANHATTAN, KANSAS

*Wynn Butler*

Wynn Butler, Mayor

*Brenda K. Wolf* Digitally signed by Brenda Wolf  
Date: 2021.08.04 08:44:17 -05'00'

Brenda K. Wolf, CMC, City Clerk



**Exhibit A-1**

**E-scooter Services and Obligations Details**

A. E-Scooter Provider: LINK

1. OPERATOR will notify CITY, in writing, the e-scooter provider's intent to terminate operations at least 90 days prior to termination.

B. Fleet Size:

1. OPERATOR will include a maximum of 750 e-scooters on CITY ROW and parks, recreation, and open space areas at any given time (the "Target Fleet Size"). The Target Fleet Size may increase upon mutual written agreement between the OPERATOR and CITY. For purposes of this section, an email confirmation between OPERATOR and CITY authorized contact for this program may constitute mutual written agreement to increase fleet size. OPERATOR will use commercially best efforts to ensure that the total number of e-scooters on CITY ROW and parks, recreation, and open space areas does not exceed the Target Fleet Size at any given time, including, but not limited to, daily rebalancing of e-scooters.

C. Hours of operation:

1. E-scooters will be rentable between 7:00 am – 11:00 pm (U.S. Central Time). OPERATOR will collaborate with the CITY before making any changes to the hours of operation, which must be agreed upon in writing prior to such change. For purposes of this section, an email confirmation between OPERATOR and CITY authorized contact for this program may constitute mutual written agreement to change hours of operation.

D. Planning, Implementation, and Marketing:

1. Planning:

- a. OPERATOR will provide a detailed operations timeline which includes, but is not limited to, hiring of staff to include Operations Manager, planned marketing efforts throughout the community, safety events that provide helmet giveaways, events to attend for information/demonstration sessions, a walk-through of CITY ROW and parks, recreation, and open space areas with a CITY representative to determine best staging/parking areas and how those will be identified.

2. Implementation:

- a. OPERATOR will identify the number of local OPERATOR staff members on CITY ROW and parks, recreation, and open space areas, including members of upper management of OPERATOR, if any.
- b. OPERATOR will provide to a CITY representative an employee schedule outlining what typical coverage will be during operating hours.
- c. OPERATOR will coordinate meetings between the Operations Manager and

CITY on a monthly, or as needed basis.

3. Marketing:

- a. OPERATOR will implement and market a community outreach plan, at its own costs, and promote the use of e-scooters in the City of Manhattan, including e-scooter operation and safe riding, parking, and all applicable city ordinances related to the use of e-scooters. OPERATOR will coordinate marketing materials in conjunction with KSU, Green Apple Bikes, and the CITY to develop a comprehensive and unified marketing plan. Any signs, advertisements, sponsorships, or promotions within CITY parks, recreation, or open space areas must comply with CITY ordinances and policies, including but not limited to Resolution No. 030717-A.

E. Parking Areas:

1. OPERATOR will work with CITY to establish Preferred Parking Zones for e-scooter operation. OPERATOR will use commercially best efforts to guide customers to park LINK e-scooters in Preferred Parking Zones, which includes, but is not limited to, advertising Preferred Parking Zones in the LINK mobile app. The locations of Preferred Parking Zones are subject to change based on the CITY'S determination and written notice of seven (7) business days. For purposes of this section, an email confirmation between OPERATOR and CITY authorized contact for this program may constitute mutual written agreement.
2. OPERATOR may choose to provide parking decals and signage at mutually agreed locations. OPERATOR may obtain third party sponsors for the signage and retain all revenue collected therefrom. OPERATOR will submit designs of any anticipated decals or signage for CITY's approval prior to installation, not to be unreasonably withheld. OPERATOR shall be solely be responsible for installation and maintenance of any decals or signage.
3. The CITY regulates and restricts advertising upon and within City parks, recreation, and open space areas. The governing body has authorized posting of signs incidental to the provision of public services in CITY parks, recreation, and open space areas pursuant to the requirements established in City Policy Manual Resolution No. 030717-A. Any decals, signage, or sponsorships must comply with Resolution No. 030717-A and other applicable City ordinances. The City maintains the sole discretion to modify or deny a request for the installation and placement of any attached or sign, pursuant to this Agreement and to City Policy Manual Resolution No. 030717-A.

F. Geofencing.

1. OPERATOR will work with the CITY to establish agreed upon geo-fencing and other special zones for e-scooter operation, including, at minimum, the zones depicted in Exhibit A-2. Select zones will regulate speed automatically once a rider enters that zone. The locations of such zones are subject to change based on City's determination and written notice of seven (7) business days. For purposes

of this section, an email confirmation between OPERATOR and CITY authorized contact for this program may constitute mutual written agreement.

G. Maintenance:

1. OPERATOR shall maintain all e-scooters in good mechanical working order. Items such as, but not limited to, inoperable headlight or tail lights, faulty brakes, dead battery, bent or broken handlebars, or bent kickstand shall deem the e-scooters to not be in good mechanical working order. In the event a safety or maintenance issue is reported for a specific device, that e-scooter shall be made unavailable to users and shall be removed within the timeframes provided herein. Any inoperable or unsafe e-scooter shall be repaired before it is put back into service.
2. OPERATOR will pick up or swap a battery, charge and perform a safety check on each e-scooter after it hits twenty (20%) percent battery charge, or a charge reflecting a single ride left on the e-scooter, as quickly as operationally and commercially feasible.
3. OPERATOR will collect, charge, perform a safety check on, and redeploy each e-scooter in the fleet at least once a week.

H. Rebalancing:

1. OPERATOR will rebalance e-scooters at least once per day.

I. Customer Service:

1. OPERATOR shall properly mark all e-scooters with the OPERATOR company name and appropriate OPERATOR company contact information, which will be easily visible, and include a toll-free number and email address on each e-scooter for any person to make relocation requests or to report any other issue with OPERATOR'S e-scooters or other property.
2. OPERATOR shall maintain twenty-four (24) hour customer service for users to report safety concerns, complaints, or to ask questions.
3. OPERATOR will maintain a multilingual website, call center, and/or mobile app customer interface that is available twenty-four (24) hours a day, seven (7) days a week. Such website and customer service call center shall be fully accessible and compliant with the Americans with Disabilities Act.

J. Customer Fees:

1. OPERATOR shall set the fee schedule for all fees charged to customer in a manner consistent with industry best practices. OPERATOR shall provide notice to CITY of the fee schedule that will be implemented. OPERATOR shall provide reasonable notice to CITY of any subsequent changes to the fee schedule and will collaborate with CITY to educate customers of such changes prior to implementation.

K. User Penalty:

1. OPERATOR shall have the right to suspend or expel a user from the service if a user repeatedly engage in unsafe behavior and/or violates CITY rules, regulation, or policies. OPERATOR shall also have the right to implement a penalty fee for parking e-scooters outside CITY-approved locations and will collaborate with the CITY prior to implementation any such fees.

L. Data Sharing and Reporting Requirements:

1. OPERATOR will provide CITY access to monthly reports which provide data on number of trips, number of LINK users, ride start-time/end-time, start/end locations, route information, trip distance, and service inventory (active e-scooters/e-scooters in service). OPERATOR will also provide the CITY access to a data stream though an Application Programming Interface (API) to create a data dashboard of LINK Scooter usage, or provide a data dashboard through integration with a third-party mobility data dashboard vendor of CITY's choosing. OPERATOR is not responsible for any fees charged to CITY by any such third-party dashboard provider.
2. CITY reserves the right to request in writing additional data deemed necessary to fully evaluate OPERATOR's compliance with this Agreement and the benefit of the e-scooter sharing system. OPERATOR will use commercially best efforts to comply with such requests.



**Exhibit A-2**

**Geo-fencing and Preferred Parking Zones**

**Certificate Of Completion**

Envelope Id: FADCA568595D4AEBAFF127B8AD8E936F	Status: Completed
Subject: Please DocuSign: 1. 2021{0803-Micro Mobility Management Contract.pdf	
Source Envelope:	
Document Pages: 14	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Danielle Hatch
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	84 Hamilton St
	Cambridge, MA 02139
	danielle@superpedestrian.com
	IP Address: 68.173.73.98


**Record Tracking**

Status: Original	Holder: Danielle Hatch	Location: DocuSign
7/28/2021 5:45:34 PM	danielle@superpedestrian.com	

**Signer Events**

William Knapp  
 william.knapp@superpedestrian.com  
 Chief Operating Officer  
 Superpedestrian Inc  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 2DECE93FE34C421...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 107.5.20.214  
 Signed using mobile

**Timestamp**

Sent: 7/28/2021 5:47:13 PM  
 Viewed: 7/28/2021 6:27:29 PM  
 Signed: 7/28/2021 6:27:46 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 7/28/2021 6:27:29 PM  
 ID: e9a3cc38-f0e3-4da0-a087-4f1528a6c6a9

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Zach Williams  
 zach.williams@superpedestrian.com  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 7/28/2021 5:47:13 PM  
 Viewed: 7/29/2021 9:12:33 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent	Hashed/Encrypted	7/28/2021 5:47:13 PM
Certified Delivered	Security Checked	7/28/2021 6:27:29 PM
Signing Complete	Security Checked	7/28/2021 6:27:46 PM
Completed	Security Checked	7/28/2021 6:27:46 PM

**Payment Events**

**Status**

**Timestamps**



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Superpedestrian, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Superpedestrian, Inc.:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [contracts@superpedestrian.com](mailto:contracts@superpedestrian.com)

**To advise Superpedestrian, Inc. of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [contracts@superpedestrian.com](mailto:contracts@superpedestrian.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Superpedestrian, Inc.**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [contracts@superpedestrian.com](mailto:contracts@superpedestrian.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Superpedestrian, Inc.**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [contracts@superpedestrian.com](mailto:contracts@superpedestrian.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Superpedestrian, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Superpedestrian, Inc. during the course of my relationship with you.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/03/2021

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).

<b>PRODUCER</b> Christensen Group 9855 West 78th Street, Ste 100  Eden Prairie MN 55344		<b>CONTACT NAME:</b> Brittany Ratke <b>PHONE (A/C, No, Ext):</b> (952) 653-1000 <b>FAX (A/C, No):</b> (952) 653-1100 <b>E-MAIL ADDRESS:</b> bratke@christensengroup.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Underwriters as Lloyds (Apollo Syn)	<b>NAIC #</b> 32727
		<b>INSURER B:</b> Berkshire Hathaway Homestate Ins. Co	20044
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b> Superpedestrian Inc 84 Hamilton Street  Cambridge MA 02139			

**COVERAGES**

CERTIFICATE NUMBER: 21-22 GL + WC

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	Y	Y	B0180PN2105503	05/31/2021	05/31/2022	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						MED EXP (Any one person) \$ Excluded
	OTHER:						PERSONAL & ADV INJURY \$ 5,000,000
	<b>AUTOMOBILE LIABILITY</b>						GENERAL AGGREGATE \$ 5,000,000
	<input type="checkbox"/> ANY AUTO						PRODUCTS - COMP/OP AGG \$ 5,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY						
	<input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<b>UMBRELLA LIAB</b>						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> OCCUR						
	<b>EXCESS LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED RETENTION \$						
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A	Y	SUWC248779	08/01/2021	08/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Certificate Holder is included as Additional Insureds under the General Liability on a Primary/Non-Contributory basis when required by written contract. A Waiver of Subrogation in favor of the Additional Insureds applies to the General Liability and Workers Compensation when required by written contract and where permitted by law. 30 Days' Notice of Cancellation (other than non-payment of premium) under the General Liability and Work Comp policy applies to the Certificate Holder.

**CERTIFICATE HOLDER****CANCELLATION**

City of Manhattan 1101 Poyntz Avenue  Manhattan KS 66502	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 
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## ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> Christensen Group		<b>NAMED INSURED</b> Superpedestrian Inc	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability Insurance: Notes

The surplus lines insurer with whom the insurance was placed is not licensed in Massachusetts and is not subject to Massachusetts regulations; and in the event of the insolvency of the surplus lines insurer, losses will not be paid by the state insurance guaranty fund.