

LICENSE AGREEMENT

DENVER SHARED BIKE & SCOOTER PROGRAM

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 **VEORIDE INC**, a (the “Licensee”) with its principal place of business at 3221 Donald Douglas Loop S, Santa Monica, CA, 90405 (each individually a “Party” and together, the “Parties”).

RECITALS

- A. Licensee owns property it wishes to locate and offer for hire within the right-of way in the City and County Denver, State of Colorado (the “Licensee’s Property”).
- B. The City and Licensee 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 shared bike and scooter program (“micro-mobility”) to provide sustainable and affordable transportation options.
- C. To have a successful citywide micro-mobility program, the Parties understand the importance of having convenient, adequate and sufficient infrastructure. Licensee will work with the City to install robust parking and/or docking infrastructure for key areas within City right-of-way to keep the public realm organized.
- D. Prioritizing safety is key to the success of the citywide micro-mobility program, and the Licensee wishes to implement slow zones, no-ride zones, and no parking zones through geofencing, provide a robust safety education program among other safety measures to protect micro-mobility users, pedestrians and the general public.

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

- 1. **GRANT.** As of the Effective Date, the City hereby grants to Licensee a license to use and occupy the right-of-way, or portions of the right-of-way, for the following purposes, and as more fully described in Scope of Work, attached as Exhibit A (the “Work”):
 - A. Operation of shared micro-mobility services (including, at a minimum, stand-up scooters, e-bicycles and seated scooters) 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 and/or parking corrals and any infrastructure associated with the provision of micro-mobility service. Licensee will be responsible for all proper permitting for any infrastructure it places in the public right-of-way.

Licensee 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 Licensee 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 Manager of Department of Transportation and Infrastructure (the “Manager”) retains the right, at the Manager’s sole discretion, to require the Licensee’s Property to be removed from the right-of-way or any city owned property and/or to relocate Licensee’s Property at Licensee’s sole cost and expense. The City retains the right to control, monitor, and establish procedures applicable to Licensee’s use of the right-of-way. The City retains the right, at the Manager’s sole discretion, to impose and require additional terms or conditions, including charging to Licensee costs or expenses incurred by the City, should Licensee fail to comply with this License. This License and the License Rights shall be considered personal to the Licensee named in this License and non-transferrable without the prior written consent of the Manager.
3. **COSTS.** Licensee shall be responsible for all costs and expenses associated with the 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.

Licensee 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 advise Licensee of such request to give Licensee 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 Licensee 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, Licensee 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 Licensee's intervention to protect and assert its claim of privilege against disclosure under this section 4 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 three (3) years, starting on the Effective Date (the "Term"). The Term may be extended by the City under the same terms and conditions by a written amendment to this License. Subject to the Manager's prior written authorization, the Consultant shall complete any work in progress as of the expiration date and the Term will extend until such work is completed or earlier terminated by the Manager. The Term may be renewed once for an additional period of up to two (2) years, executed prior to the expiration of the then-current Term.
- B. Cost. Licensee shall be responsible for all costs and expenses associated with License Rights except as otherwise provided in this License.

C. Compliance with Laws.

- i. Licensee shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.
- ii. Licensee 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. Licensee hereby acknowledges that any and all activity on or about the right-of-way shall require Licensee 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 Licensee's name. Licensee 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 Licensee in the right-of-way or on any other City-owned property.

D. No Property Interest. Nothing in this License creates or recognizes a property interest on the part of Licensee in or to the right-of-way or other City-owned land.

E. Revocation or Termination. The City, acting through its Manager, shall have the right, at the Manager's sole discretion, to revoke or terminate the License Rights and this License at any time for any reason. The Manager shall give Licensee 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, Licensee shall have 30 days, or such longer time as approved by the Manager, to cure the violation. If the reason for the Notice is not curable, Licensee shall have 90 days to remove Licensee Property and all its appurtenances from the right-of-way and restore the right-of-way as required herein.

F. Examination of Records and Audits. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Licensee's performance pursuant to this License, provision of any goods or services to the City, and any other transactions related to this License. Licensee shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the License or expiration of the

applicable statute of limitations. When conducting an audit of this License, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

- G. City Representative. The Manager or their designee(s) (the “City Representative”) shall be Licensee’s contact for coordination of the Work under this License. Licensee 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 10 days prior to entering onto the right-of-way and performing any Work, Licensee 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 any permit, permission, and/or approval and to the reasonable satisfaction of the City Representative.

City Representative:

Justin Begley
City Planner Supervisor
Denver Department of Transportation and Infrastructure
720-913-1743
Justin.Begley@DenverGov.org

- H. Licensee 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 “Licensee” 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) in a prior written notice to the City Representative, and this contact list shall be updated as needed. At no time shall Licensee, 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.
- I. Compliance with Denver Wage Laws. To the extent applicable to the Licensee’s provision of services hereunder, the Licensee shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations

regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

- J. Restoration. Licensee 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 Licensee as the result or in relation to the Work performed (the "Restoration").
- K. Utilities. Licensee 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. Licensee 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 Licensee.
- L. Licensee's Personal Property. Licensee 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, Licensee shall promptly remove from the right-of-way all equipment, vehicles (except "Vehicles", as that term is defined in Exhibit A), temporary structures, road base, excess soil and rocks, chemicals, signs, barriers, materials, supplies, construction debris, and waste brought on site or generated by Licensee on site ("Personal Property") and shall do so in compliance with federal, state and local regulatory requirements, standards, and guidelines. Alternatively, if Licensee fails to remove any item of Personal Property as provided herein, the City may perform such removal and Licensee shall promptly reimburse the City for all reasonable costs incurred.
- M. Performance Bond. Licensee shall secure and maintain a Performance Bond in the amount of one hundred thousand dollars (\$100,000.00) for the duration of the

contract term, including any extension. The Performance Bond, when executed by the Licensee and Surety, shall be a guarantee for the faithful performance and completion of the obligations under this License, including all costs associated with the removal, storage, and disposal of abandoned vehicles and equipment.

6. **INSURANCE.**

- A. General Conditions. Licensee agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Licensee shall keep the required insurance coverage in force at all times during the term of the License, including any extension thereof, and during any warranty period. 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 require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this License. Such notice shall reference the City contract number listed on the signature page of this License. Said 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, Licensee 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) and referencing the City’s contract number. Licensee 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 the Licensee. The Licensee 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. Licensee may not commence services or work relating to this License prior to placement of coverages required under this License. Licensee certifies that the certificate of insurance attached as **Exhibit D**, preferably an ACORD form, complies with all insurance requirements of this License. The City requests that the City’s contract number be referenced on the certificate of insurance. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this License shall not act as a waiver of Licensee’s breach of this License or of any of the City’s rights or remedies under this License. The City’s Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- C. Additional Insureds. For Commercial General Liability and Business Auto Licensee’s and any subcontractor’s/subconsultant’s 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 required under this License, Licensee's insurer shall waive subrogation rights against the City.
 - E. Subcontractors and subconsultants. Licensee shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this License) procure and maintain coverage as approved by the Licensee and appropriate to their respective primary business risks considering the nature and scope of services provided.
 - F. Workers' Compensation/Employer's Liability Insurance. Licensee shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$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.
 - G. Commercial General Liability. Licensee shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.
 - H. Business Automobile Liability. Licensee shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this License.
7. **COLORADO GOVERNMENTAL IMMUNITY ACT.** In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*
8. **DEFENSE & INDEMNIFICATION.**
- A. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

- B. Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.
- C. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any 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. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

9. **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, Licensee shall prepare a detour plan which must be approved by the City Representative prior to Licensee 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, Licensee shall obtain a Temporary Construction and Access Permit ("TCAP") from the City's Department of Parks and Recreation.

10. **GOVERNMENTAL APPROVALS AND CHARGES.** Licensee 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. Licensee 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. Licensee 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 Licensee's failure to comply with this Paragraph 9. This indemnification obligation shall survive the revocation or termination of this License.

11. **LIENS & OTHER ENCUMBRANCES.** Licensee 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 Licensee, 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. Licensee 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. Licensee 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. Licensee hereby indemnifies and saves harmless the City for the extent of any and all liability for payments, expenses, interests, and penalties resulting from Licensee's failure to comply with this Paragraph 11. This indemnification obligation shall survive the revocation or termination of this License.
12. **NOTICES.** All notices required by the terms of the License must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via the United States Mail, postage prepaid, if to Licensee at the address first above written, and if to City at:

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

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

13. **NO DISCRIMINATION IN EMPLOYMENT.** In connection with the performance of work under the License, Licensee may not to refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Licensee shall insert the foregoing provision in all subcontracts.
14. **GOVERNING LAW; VENUE.** The License will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter,

Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the License. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the License will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

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. **ASSIGNMENT; SUBCONTRACTING.**

- A. The Licensee shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Manager's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for revocation of this License by the City. The Manager has sole and absolute discretion whether to consent to any assignment or subcontracting, or to revoke the License because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Licensee shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, subcontractor or assign.
- B. The Licensee shall provide the City with a Transition Plan within ninety (90) days of contract execution. The Transition Plan shall include, at a minimum:
 - i. Procedures for ending operations removing all vehicles and all proprietary infrastructure from the public right of way.
 - ii. Procedures to ensure that all parking infrastructure intended to remain in the right of way is left in good working order and compliant with current City standards.
 - iii. Procedures for communicating with riders regarding the market exit and a possible Licensee transition.
- C. License Assignment: The Licensee shall provide written notice of its intent to assign services at least ninety (90) days prior to assignment.
 - i. Within eighty (80) days prior to the planned exit date, the Licensee shall update the Transition Plan to DOTI for approval. The Updated Transition Plan shall include, at a minimum:
 - a. A proposal outlining for a qualified successor operator to assume the existing License Agreement and cooperate with the City to facilitate a seamless transition.
 - b. A detailed timeline and logistics plan for the orderly transition down of operations.
 - c. Contingency measures to ensure continuity of service and minimize disruption to riders during the transition period.

- d. Rider communications, including in app notifications and email communications, informing all users of the transition, timeline, and any changes to service.
 - e. The City reserves the right to approve, reject, or require modifications to the Transition Plan.
- D. As part of any License Assignment or at License Expiration, the Licensee shall:
 - i. Coordinate with the City and/or any successor Licensee to ensure secure transfer of rider, Access Program, and other program data, in accordance with applicable privacy requirements.
 - ii. Provide necessary data and technical support to enable the automatic or streamlined enrollment of active Access Program participants into equivalent reduced fare programs offered by a successor Licensee.
 - iii. Provide clear, accessible rider communications regarding any market exit, License expiration, or operator transition at least 30 days in advance, using in-app notifications, email, website updates, and other channels; messages must include key dates, impacts on credits, Access Program transition, next steps for riders, and be available in multiple languages per the Language Access Plan, with all content approved by DOTI prior to release.
- E. Service Continuity: If the Licensee fails to meet the requirements of the Service Level Agreements or other material obligations under this License, as determined by the City in its sole discretion, the City reserves the right to enter into a license agreement with an additional operator to operate shared micromobility services within the City.
 - i. Prior to exercising this right, the City shall provide written notice to the Licensee specifying the deficiencies and allow a cure period of thirty (30) days, unless the City determines that immediate action is necessary to protect public safety or maintain essential service levels.
- F. Failure to comply with the requirements of this section may result in forfeiture of the performance bond, recovery of City costs, and any other remedies available under the License Agreement or applicable law.
- 17. **INUREMENT.** The rights and obligations of the Parties to the License inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the License.
- 18. **NO THIRD-PARTY BENEFICIARY.** Enforcement of the terms of the License and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the License gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Licensee receiving services or benefits pursuant to the License is an incidental beneficiary only.
- 19. **NO AUTHORITY TO BIND TO CONTRACTS.** The Licensee lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that

purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

20. **SEVERABILITY.** Except for the provisions of the License requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the License or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.
21. **CONFLICT OF INTEREST.**
 - A. No employee of the City shall have any personal or beneficial interest in the services or property described in the License. The Licensee shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.
 - B. The Licensee shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the License. The Licensee represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Licensee by placing the Licensee's own interests, or the interests of any party with whom the Licensee has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may revoke the License if it determines a conflict exists, after it has given the Licensee written notice describing the conflict.
22. **DISPUTES.** All disputes between the City and Licensee arising out of or regarding the License will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Manager.
23. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** The Parties and their respective counsel have had the opportunity to review the License, and the License will not be construed against any party merely because any provisions of the License were prepared by a particular party.
24. **SURVIVAL OF CERTAIN PROVISIONS.** The terms of the License and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or revocation of the License survive the License and will continue to be enforceable. Without limiting the generality of this provision, the Licensee's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
25. **ADVERTISING AND PUBLIC DISCLOSURE.** The Licensee shall not include any

reference to the License or to services performed pursuant to the License in any of the Licensee's advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to services performed under the License will be limited to services that have been accepted by the City. The Licensee shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

26. **AUTHORITY TO EXECUTE.** The person signing for Licensee warrants that he or she has the complete authority to sign on behalf of and bind Licensee.
27. **CITY EXECUTION OF AGREEMENT.** The License will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.
28. **APPROPRIATION.** Any City payment obligation hereunder, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the License. The City does not by this License irrevocably pledge present cash reserves for payment or performance in future fiscal years. The License does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
29. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS.** The License is the complete integration of all understandings between the Parties as to the subject matter of the License. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the License in writing. No oral representation by any officer or employee of the City at variance with the terms of the License or any written amendment to the License will have any force or effect or bind the City.
30. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.** Licensee consents to the use of electronic signatures by the City. This License, and any other documents requiring a signature hereunder, may be signed electronically 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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SIGNATURE BLOCKS BEGIN ON NEXT PAGE.]**

Contract Control Number: DOTI-202582850-00
Contractor Name: VEORIDE INC.

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: DOTI-202582850-00
Contractor Name: VEORIDE INC.

DocuSigned by:

4CB91121887D402...
By: _____

Alexander Keating
Name: _____
(please print)
Vice President, Policy and Partnerships
Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A

Scope of Work

Denver Shared Bike & Scooter Program

Exhibit A - Scope of Work

Contents

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1 Definitions

- Access Program – The income-qualified reduced-fare program for eligible Denver residents, providing discounted or free rides as defined in this Scope.
- Adaptive Access – Program and vehicle designed to accommodate riders with disabilities or mobility needs, including seated scooters, three-wheeled scooters, and hand-controlled bikes.
- Amenity Zone – The area of the pedestrian realm between the curb and the sidewalk, where certain parking activities may occur under DOTI guidelines.
- DOTI Program Manager – The designated representative of the Department of Transportation & Infrastructure (DOTI) responsible for oversight and administration of the Shared Bike & Scooter Program. The DOTI Program Manager serves as the primary point of contact for the Licensee, ensures compliance with all program requirements, issues notices, approves plans and reports, and coordinates with other City departments and stakeholders to achieve program objectives.
- City – The City and County of Denver and its Department of Transportation & Infrastructure (DOTI). For purposes of this license DOTI is the City agency responsible for oversight of this program.

- Vehicle – Any City-approved shared micromobility vehicle, including stand-up e-scooters, seated e-scooters, and e-bikes, legally permitted to operate in bicycle facilities.
- Equity Areas – Geographic areas identified by DOTI using the Equity Index to prioritize transportation investments and service deployment.
- Field Servicing - On-street operational activities performed by the Licensee to maintain fleet functionality and compliance, including rebalancing, battery swapping, minor repairs, and device organization during deployment.
- General Bikeshare Feed Specification (GBFS) – A public API standard for real-time bikeshare and micromobility data.
- Licensee - as defined in the License Agreement responsible for providing shared micromobility services under this Scope of Work.
- Market Transition – The transition of shared micromobility service by the Licensee in Denver to a new operator.
- Mandatory Parking Zone (MPZ) – Geographic areas where ending trips is permitted only within approved parking infrastructure.
- Mobility Data Specification (MDS) – An API standard for sharing micromobility data with cities, as defined by the Open Mobility Foundation.
- Parking Infrastructure – City-approved, marked areas or hardware intended for vehicle parking, including painted corrals, racks, or docks.
- Service Level Agreement (SLA) – A set of measurable performance standards the Licensee must meet under this Agreement, including required service levels, methods of measurement, and escalation steps for non-compliance.

2 Compliance & Financial Provisions

2.1 Service Level Agreement

- SLAs shall not be enforced until forty-five (45) days following service launch to accommodate for initial deployment, scaling, and general streamlining of core field operations.
- The Licensee shall comply with all obligations set forth in this Scope of Work. These enforcement measures apply prior to actions taken under the ‘Disputes’ provision in the body of the License Agreement.
- The Licensee shall maintain a service level as defined in Exhibit C.
- Upon determination by the DOTI that a violation has occurred, DOTI’s Program Manager shall issue a formal written Notice. The Licensee shall submit a written

Remedy Plan within ten (10) business days of receipt of such notice. Continued noncompliance or repeated violations may result in escalating penalties, including mandatory outreach obligations, fines, denial of a fleet increases, fleet reductions, suspension, or termination of this Agreement, as described in the Service Level Agreement (SLA).

- o Temporary fleet reductions of up to 20% of the fleet for up to 60 days may be imposed when the Licensee fails to cure violations within the specified timeframe or when persistent noncompliance is demonstrated. Unless otherwise specified by DOTI, temporary fleet reductions shall be applied evenly across the City, with no reductions permitted in designated Equity Areas.
 - o Suspension means temporary revocation of Licensee's operating privileges within the City or within designated zones for a period of up to thirty (30) days. Suspension may be imposed only in cases of egregious violations or when a cure is not achieved after application of earlier remedies. Reinstatement requires DOTI approval.
- DOTI reserves the right to adjust penalties based on severity and frequency of violations. Termination for cause may be invoked for repeated or egregious violations at DOTI's sole discretion.

2.2 Field Audits

- The City reserves the right to conduct, or have third-party designee conduct audits of the Licensee's fleet, technology, mutually agreed upon reported data, and/or data shared through MDS/GBFS, and/or operations at any time during the license agreement term. Audits must be reasonably related to verification of compliance with this Agreement. The City is not required to provide the Licensee with advance notice before an audit is conducted. An audit may include, but is not limited to, a visual and physical inspection of a random sample of deployed vehicles and a review of the Licensee's data, records, and programmatic compliance. Audits will be used to investigate the Licensee's compliance with all requirements.
- The city reserves the right to conduct field audits of vehicles to compare real-world observations against MDS data, GBFS data (General Bikeshare Feed Specification) and other reporting.
- The Licensee shall provide a minimum of 3 DOTI staff with unlimited ride credit, replenished as needed to enable auditing.

2.3 Fee

- The Licensee shall share revenue with the City calculated at \$245 per permitted vehicle, based on the highest number of permitted vehicles during the applicable year. The foregoing represents the maximum fee amount to be paid by Licensee. Payments will be made in one installment each year, with the first payments due six months after the contract start date, and subsequent payments due by November 15th of each year, paid upon invoice from DOTI.
 - o The City reserves the right to retain all collected fees or to direct the Licensee to allocate them toward program investments, including:
 - Equity/Access program efforts, including enrollment
 - Bikeway, parking corral, and safety infrastructure
 - Community partnerships and engagement activities
 - Education, Mode-shift, or Safety initiatives
 - o DOTI shall develop an annual plan in partnership with the Licensee for fee allocation, outlining how funds will be directed to support these investments. This plan may be updated each year based on evolving program needs and priorities and include a report on the prior expenditure. The initial plan shall be finalized six months after the contract start date, and subsequently by November 15th of each year.
- Equity “Access Program” Rebate: To incentivize growth of the Access Program, the City will provide a Fee Rebate to the Licensee to cover certain Access Program trips.
 - o The City will provide a rebate of \$2.50 per trip for all trips taken under the Access Program that exceeds 25% of total trip in a given year, up to a maximum of \$1,000,000 of the total fee amount. All fee rebates shall be provided to operator as invoice credit.

3 Program Structure

3.1 Staffing

- The Licensee shall establish and maintain a dedicated local operational team based within the Denver metropolitan area with sufficient personnel to manage the fleet efficiently, safely, and in full compliance. This team shall be responsible for all

aspects of day-to-day operations, including deployment, rebalancing, maintenance, cleaning, safety inspections, and response to improperly parked vehicles and community concerns.

- All on-street personnel shall clearly identify themselves as a Licensee representative and wear company-branded attire while engaged in operations related to the program, including but not limited to deployment, rebalancing, maintenance, and customer service. The branding shall be professional, legible, and consistent across all field staff.
- The Licensee shall employ, at a minimum, the following locally based, full-time equivalent positions. The Licensee shall notify the City in writing of the names and contact information for these positions prior to the commencement of operations. The Licensee shall also notify the City in writing within five (5) business days of any change in such personnel:
 - o Policy and Partnerships Manager: A single point of contact responsible for contract management, strategic partnership with the City, and overall performance.
 - o Operations Manager: Responsible for all day-to-day field operations, including rebalancing, maintenance, and management of the field staff.
 - o Downtown Ambassador: The Licensee will be required to fund or staff a Downtown Ambassador position with at least one full-time equivalent field staff dedicated to proactively managing vehicles, ensuring tidiness and engaging the public, partners, and stakeholders within Denver's highest ridership areas. This Ambassador will be responsible for ensuring vehicle organization, educating riders, managing events, and serving as a primary point of contact for downtown residents, businesses, and stakeholders.

3.2 Fleet

- Initial Fleet Size: The initial fleet size shall be capped 9,000 total vehicles.
- Fleet Mix: The Licensee shall maintain a diverse fleet of vehicles including stand-up scooters, seated scooters, e-bikes, trikes, and other vehicles with larger wheels (greater than 14" in diameter) that are compliant that adhere to all regulatory requirements for micromobility vehicle. The initial fleet mix shall not exceed approximately 50% stand-up scooters. Other vehicle form factors may be considered and approved by DOTI.
- Adjustments: Fleet size and mix adjustments will be reviewed quarterly based on the Licensee's demonstrated performance and utilization. Fleet size increases or decreases of up to 20% per quarter may be allowed at DOTI's discretion. Licensee

shall be eligible for a fleet increase if they meet the following during the analyzed quarter:

- o An average utilization rate of greater than 3.0 trips/vehicle/day;
- o Equity zone deployment requirements;
- o and all other SLA requirements.

3.3 Operations

- Deployment: Vehicles shall be deployed in a manner that allows clear passage in the right of way and does not impede ADA accessibility, pedestrian access routes, or the boarding or departure of transit users. In Mandatory Parking Zones, vehicles shall be deployed into parking infrastructure when space is available.
 - o Property owned by the Regional Transportation District (the “RTD”) such as light rail stations are subject to rules set forth by the RTD.
 - o Property and trails managed by Denver Parks and Recreation (“DPR”) are subject to rules and regulations set forth by DPR.
- Field Servicing
 - o The Licensee shall conduct all field servicing activities in a manner that ensures the safety of all road users. Service vehicles shall follow all local traffic laws and are strictly prohibited from parking, stopping, or standing in a location that obstructs designated bicycle facility, sidewalks, or a transit-only lanes at any time. The Licensee's fleet and operations activities shall minimize vehicle miles traveled by service vehicles.
 - o During any service interaction, such as rebalancing or battery swapping, the Licensee's staff are required to ensure the serviced vehicle and all other vehicles in the immediate vicinity are in good working order, upright, organized and neatly aligned.
 - o All service vehicles, including bikes, cars, trucks, and vans, utilized by the Licensee, or Licensee’s contractor, for the purposes of deployment, maintenance, rebalancing, battery swapping or any other operational interaction shall be clearly and prominently branded with the Licensee’s official company branding. Unbranded or unmarked vehicles conducting operational activities are prohibited.
 - o The Licensee shall provide field service reports that include service work and safety performance for its employees and fleet operations
- Event Management: The Licensee shall provide an Event Operations Plan and deploy dedicated on-site staff to manage its fleet during major events, such as but not limited to sporting events, festivals, and parades. The Licensee shall proactively

coordinate with DOTI, Denver Police Department, other City departments, and Event Venues to manage vehicle supply, establish temporary parking infrastructure, and implement event-specific geofences. All temporary operational rules shall be clearly communicated to riders through the Licensee's mobile application. DOTI shall communicate all event-related geofences or other requested service adjustments at minimum seventy-two (72) hours prior to requested implementation timeline. If request received with less than seventy-two (72) hours notice, Licensee shall make best efforts to comply; however, Licensee shall not be penalized for less than complete implementation.

3.4 Maintenance

- The Licensee shall conduct full field maintenance checks on each vehicle in their fleet at minimum once every seven days. The Licensee shall keep a record of maintenance activities, including but not limited to vehicle identification number and maintenance performed, to be shared with the City on request.
- The Licensee shall have the ability to remotely disable any vehicle reported as unsafe to prevent further use until it is retrieved, serviced, and re-deployed or replaced (if the disabled vehicle is irreparable).

3.5 Customer Service

- The Licensee shall have a customer service phone number, website, and smart phone application customer interface that are available twenty-four (24) hours a day, seven (7) days a week for riders and non-riders to report safety concerns, complaints or ask questions. The customer service center shall be capable of accepting calls that are rerouted from existing City customer services centers. The customer service contact information shall be visible on each vehicle deployed. Licensee staff should be available who speak fluently in Spanish and have the ability to facilitate support in additional languages.
- Hold wait times should not exceed sixty (60) seconds for more than 20% of Customer Service Calls. Email and/or phone, text/SMS response times should not exceed 24 hours.

3.6 Reporting & Response Times

- Reporting: The Licensee shall make reporting vehicles simple with a unique vehicle ID and on-vehicle reporting number and email on each vehicle in English, Spanish,

and Braille. The Licensee shall establish and maintain a direct Application Program Interface (API) integration between their internal work order management system and the City's 311/ Online Services Hub public reporting platform. In addition to 311 integrations, the Licensee shall maintain and staff the following channels for public reporting: a 24/7 toll-free phone number, a dedicated customer service email address, and an account-free issue-reporting feature.

- Response Times: Licensee shall resolve incidents within the timeframes as defined in the Service Level Agreement

4 Safety & Vision Zero

4.1 Vehicles

- All vehicles shall comply with current state and city laws and be legally classified as a vehicle permitted to operate in a bicycle lane. Vehicles shall have lights and reflectors, as described in Chapter 54 of the Denver Revised Municipal Code. All vehicles shall be certified as safe to operate under any applicable standard by Underwriters Laboratories (UL) or an equivalent safety rating agency.
- Any electric assist motors shall be governed to disallow accelerating the vehicle over a top speed greater than 15 mph, or other top speed as determined in the sole discretion of the Manager. The Department reserves the right to revise the top speed limit on a quarterly basis, and unless revised, the top speed shall remain 15 mph.

4.2 Rider Behavior

- The Licensee shall have sensors, data collection, and reporting features which provide the ability to document rider behavior while vehicles are in operation.
- Repeat Offenders: The Licensee shall have the ability to suspend, fine, and terminate the accounts of riders who repeatedly engage in unsafe riding behavior, including unnecessary repeated swerving or repeated hard braking.
- Sober Riding: To discourage riding under the influence, the Licensee shall have the ability to implement features for trips initiated during specific hours. This feature shall assess rider alertness, for example through a cognitive test or reaction-time task, before a vehicle can be unlocked.
- Helmets: The Licensee shall develop and fund a proactive free helmet distribution plan. The Licensee shall distribute a minimum of 15 helmets per 100 permitted vehicles annually. The plan shall detail strategies the Licensee will use to make

helmets easily accessible to riders, with a focus on equitable distribution.

4.3 Safe Riding Infrastructure

- The Licensee shall provide DOTI with reports and analysis of data to assist the City's infrastructure planning process. This data shall, at a minimum, identify high-demand travel corridors, routes with high rates of sidewalk riding, locations where hard breaking or swerving are occurring, and reported crash hotspots.
- The Licensee shall, in coordination with DOTI, use its communication channels (e.g., in-app messaging, email newsletters, etc.) to educate and engage riders about community engagement opportunities specific and planning initiatives.

4.4 Safety Education

- Safety Quiz: The Licensee shall create and require all users to pass a DOTI-approved Safety Quiz (User Compliance Test) prior to their first ride, as required by Chapter 54 of the Denver Revised Municipal Code. The test shall address, at a minimum, proper vehicle parking, proper and safe riding, sidewalk riding, helmet use, areas where use is not allowed. The Safety Quiz shall be successfully re-taken by all users intermittently thereafter, at an interval determined by DOTI.
- The Licensee shall provide a Safety Education Plan for providing continuous safe information. The Safety Education Plan shall detail strategies using multiple channels, including in-app and online education, and marketing and educational materials (both print and online), on-vehicle messaging, and in-person events.
- As required by D.R.M.C. Sec. 54-585, the Licensee shall conduct quarterly in-person education events. At least half of these events shall be located in "areas of concern" as identified by DOTI using sidewalk riding data and other metrics

5 Equity & Access

5.1 Access Program

- Program Overview: The Licensee shall provide an income-qualified reduced fare program for Denver residents who participate in a local, state, or federal public benefits program. The program shall allow qualifying Denver residents to take rides for no-cost / completely free, including free unlocks and no payment method on file.
- Program Structure: Beginning on the effective date of the License Agreement, the Licensee shall provide a minimum of 60 minutes of free riding time per day with no

trip cap to participants enrolled in the Access program. Any trips beyond 60 minutes/day will be charged at \$0 unlock and \$0.15/minute.

- **Program Eligibility:** The reduced fare program shall be available to individuals who demonstrate eligibility through participation in local, state, or federal public assistance programs including SNAP, Medicaid, DOTI Affordability Rebate Programs, or the RTD LiVE program (RTD's reduced fare program for income-qualified individuals), or have an income under 200% of the federal poverty level. The Licensee shall not require additional documentation beyond proof of enrollment in one of these qualifying programs but may require formal award(s) or benefit letters and ID to verify their identification.
- **Enrollment:** The Licensee shall provide clear, simple, accessible and user-friendly methods for eligible individuals to enroll in the reduced fare program. This shall include a simple online application including in-app features, enrollment assistance via phone, a simple multi-lingual overview available in print, and at least one in-person enrollment option at scheduled events. The Licensee shall host or partner to host in-person enrollment events once every quarter in locations where many residents that qualify for Access pricing and have staff to enroll qualified participants on the spot.
- **Annual Review:** The Licensee shall, in partnership with DOTI, conduct a comprehensive review of the Access Program on an annual basis. The purpose of this review is to assess the program's effectiveness, analyze enrollment and usage data, and ensure its long-term financial sustainability. A key component of this review shall be the active solicitation and integration of qualitative community feedback. This includes feedback gathered directly from program participants and from partner Community-Based Organizations (CBOs). Based on the review, the Licensee shall submit an annual report to DOTI that includes recommendations for program adjustments to improve its impact and efficiency. This collaborative review process will allow the City and the Licensee to mutually agree on potential updates to the program structure for the following year. Any program updates shall be acknowledged in writing by the Parties.

5.2 Equity Areas

- Equity Areas are geographic areas of the city created based off the DOTI Equity Index. The DOTI Equity Index is used to identify socially and historically underserved areas and to determine Denver's Priority Areas for Transportation Equity. The Index uses a data-driven approach to evaluate areas of inequity by performing a weighted

overlay analysis using demographic indicators that correlate with more historic disinvestment.

- DOTI will provide the official Equity Areas Map prior to the start of the License Agreement and any updates DOTI makes to the map will be provided to the Licensee 30 days prior to becoming effective.
- Equity Area Discounts: The Licensee shall implement a pricing structure that automatically provides a fare discount for any trip that starts or ends within a designated Equity Area.
- Equity Area Deployments: The Licensee shall deploy 30% of the total active vehicle fleet daily into Equity Areas.

5.3 Equitable Access

- Unbanked access: Licensee shall implement cash-or cash equivalent-based payment systems and account creation processes that enable individuals without traditional bank accounts or credit cards to access and utilize the shared micromobility service. The Licensee shall clearly communicate these options through various accessible channels.
- Smart-phone free access: The Licensee shall provide and maintain alternative access methods for Access users who do not possess or utilize smartphones or active data plans. These methods shall allow users to locate, unlock, lock, and pay for rides without relying on a smartphone application. The Licensee shall clearly publicize these alternative access methods through non-digital channels.
- Language Access Plan: The Licensee shall develop and implement a Language Access Plan (LAP) for the program in collaboration with DOTI and in alignment with Executive Order 150. The LAP shall include translating the Licensee's key materials (mobile application interface, website, safety and educational materials, etc.), providing customer support services, and ensuring that the complaint and feedback process is accessible and clearly explained in multiple languages to ensure the program communicates effectively and equitably with Limited English Proficient (LEP) residents and riders.

5.4 Adaptive Access

- Program & Communications Plan: The Licensee shall develop and implement an adaptive vehicle program and communications plan. The plan shall be annually approved by City Council no later than July 1 of each year as described by Chapter 54 of the Denver Revised Municipal Code.

- **Fleet Vehicles with Adaptive Features:** As described by Chapter 54 of the Denver Revised Municipal Code, at least five (5) percent of the licensee's total operational vehicles shall offer enhanced accessibility over a standard stand-up scooter, such as seated scooters with throttles.
- **Adaptive Vehicle Access:** The Licensee shall provide fully adaptive vehicles for use by community members. Adaptive vehicles are vehicles specifically designed for individuals with disabilities and mobility needs. They may include three-wheeled scooters, vehicles with hand-controls, and other specialized form factors. These vehicles are offered through separate access models in addition to being part of the free-floating fleet. The Licensee's access model shall meet a maximum reservation/access time of 24 hours from a user's request.

5.5 Community Engagement & Partnerships

- **Complementing the Safety Education Plan,** the Licensee shall submit a comprehensive Community Engagement and Partnership Plan detailing targeted, evidence-based strategies for building and maintaining strong relationships with Denver's diverse communities as well as gathering feedback on the Equity Area and Access programs. In collaboration with DOTI the Community Engagement and Partnership Plan will be developed and formally submitted within sixty (60) days of the Effective Date of the License Agreement and updated annually.
- **The Community Education and Partnership Plan shall include the following required components:**
 - o **Targeted Outreach Strategies:** Specific, culturally competent outreach strategies for engaging residents within the City's designated Equity Areas. It shall also include distinct strategies for engaging older adults, youth, non-English speakers, and the disability community.
 - o **City Program and Project Partnerships:** Collaboration with and support for various DOTI programs and initiatives to ensure integration with the City's transportation system, including but not limited to DOTI projects, programs, initiatives, and events.
 - o **Formal Community-Based Organization (CBO) Partnerships:** Formal partnerships with CBOs that serve residents in Denver. The plan shall name the proposed initial partners (or describe the process for selecting them), if they are to be compensated, and detail the nature of the partnership, which shall include collaboration on community events, distribution of equity program information, and gathering feedback.

- o In-Person Engagement Events: A minimum of twenty (20) in-person community engagement events per year, which includes all event requirements listed in this license. These events should include, but are not limited to, helmet giveaways, safe-riding courses, Access program education, safety events, and demonstrations of the Licensee's adaptive vehicles and equitable access programs.
- o Access & Adaptive Program Marketing: The Licensee shall conduct targeted outreach and marketing efforts to inform eligible Denver residents about the reduced fare Access program and the Adaptive Vehicle program, including but not limited to, leveraging partnerships with City agencies and CBOs that work with eligible individuals.

6 Parking & The Public Realm

6.1 Parking Guidelines

- Approved Parking: All shared micromobility vehicles located within the public right of way shall be parked upright as required by DRMC 54-575 and when in one of the following locations:
 - o At designated bike parking infrastructure, including public bike rack, parking corral or other parking infrastructure that is signed, permitted and/or marked for bike and/or scooter parking use.
 - o Licensee vehicles deployed bike parking infrastructure must maintain access for members of the public to properly park their private vehicles.
 - o The Amenity Zone as defined in the CCD Transportation Standards and Details for the Engineering Division, which is the area of the pedestrian realm between the curb and the sidewalk. Specifically, The Amenity Zone includes the following three areas: 1) between the back of curb, or edge of pavement where no curb exists, to the street side of the Sidewalk, 2) where no Sidewalk exists, the entire area between property line and the paved portion of street or alley, and 3) where there is attached Sidewalk, the area between the back of Sidewalk and property line.
 - o Temporary or virtual parking infrastructure permitted for large events.
- General Parking Rules: When parked in the public right of way, all vehicles shall adhere to clearance requirements noted in section 16.2.15 of Denver's Traffic Signal, Sign and Pavement Marking Standards. Requirements include the following:

- o A minimum of five (5) feet of pedestrian clear path shall be maintained on all sidewalks at all times.
- o At least 2' from the back of curb/flowline
- o Vehicles shall not block access to or the use of buildings, doorways, crosswalks, curb ramps, street furniture, transit stops and shelters, utility boxes, or fire hydrants.
- o Vehicles shall preserve pedestrian sight triangles at intersections, alleys, and driveways as well as to bus/light rail operations at stops
- o A pedestrian accessible route must be clear, cannot be reduced, should maintain a straight, clear path between ramps wherever possible. Parking shall not create a meandering pathway.
- Vehicles on RTD or Denver Parks and Recreation property are subject to RTD/DPR rules. The Licensee shall coordinate and comply with posted or communicated restrictions.

6.2 Parking Infrastructure

- The Licensee shall install and expand the parking corral network, following DOTI standards and guidelines. All corrals shall be permitted by DOTI and DOTI will provide guidance and standards on priority areas for corral as well as corral design, and construction.
- The Licensee will prioritize DOTI requests and collaborate to identify specific locations, submit permit requests and construct a minimum of 150 new parking corrals or similar parking infrastructure over the life of the license agreement.
- The Licensee shall follow all public right of way permit expectations and requirements for safety, ADA compliance, and public access. Appropriate permits will be acquired and associated fees paid. Permit fees may be waived by the Executive Director of DOTI or designee. The waiver of fees is based on exercising permit holder option to supply and maintain additional bike parking equipment in the ROW.
- The Licensee shall be responsible for funding the design, permitting fees, installation, and ongoing maintenance of all new parking infrastructure required by this License Agreement at no direct cost to the City.
- All permitted infrastructure must meet DOTI Traffic Signal, Sign and Pavement Marking Standards for waiver. When permitted bike parking and micromobility corrals are designed to CCD/DOTI standards and guidance, a corral permit fee waiver shall be granted. Additional DOTI resources, guidance and process shall be

provided for program coordination, license fulfillment and any alternative parking design considerations at DOTI or designee approval.

- Licensee will design and implement parking infrastructure that are aligned with DOTI standards and guidance and prioritize locations at intersections and corners before pursuing locations at paid or time restricted parking spaces (e.g. “No Parking” areas).
- New corral design, vertical elements, markings, murals, charging or utility for docking stations may be considered. Additional permits and fees may be required by DOTI.
- All shared micromobility parking infrastructure, including corrals, bike racks, or docks funded or installed by the Licensee, shall strive to be designed to universal, non-proprietary standards.

6.3 Policies and Technologies

- Geofences: The Licensee shall implement and maintain geofencing zones capable of enforcing designated “slow zones”, “no-ride zones”, and “no-parking zones” as defined by DOTI. The Licensee shall update geofences within 48 hours as directed by the City and ensure their mobile application clearly communicates geofenced areas and associated rules (e.g., speed limits, automatic stops) to users prior to and during rides. Geofences shall be utilized to limit vehicle operations on the 16th Street pedestrian street downtown and Union Station pedestrian plazas.
- Mandatory Parking Zones (MPZs) Licensee shall implement mandatory parking zones within the service area as designated by the City, including but not limited to the Union Station and the “central business district” neighborhood as defined in Chapter 54 of the Revised Municipal Code and as required for special or temporary event demands. Special event demands to implement MPZs require seventy-two (72) hours advanced notice to Licensee. The City reserves the right to modify the location and density of mandatory parking zones. Licensee shall develop a plan and timeline in consultation with DOTI for achieving parking infrastructure density within required MPZ areas.

6.4 Parking Compliance

- Parking Verification: The Licensee’s mobile application shall have the ability to require every user to submit documentation at minimum a photograph of their correctly parked vehicle to successfully end every trip. For mismarked vehicles, the application shall have the capability to provide real-time corrective feedback. The

Licensee shall have a city-approved system in place to systematically review parking outcomes to verify compliance, incentivize and/or enforce parking rules.

- **Graduated Enforcement System:** In consultation with DOTI, the Licensee shall develop and implement a graduated enforcement system, including education followed by fines for riders who repeatedly mis-park vehicles. Any fines collected under this system shall remain with the Licensee and must be reinvested into education, outreach, and rider behavior improvement initiatives, such as awareness campaigns, training, and incentive programs.
- **Parking Compliance Metric:** The Licensee shall strive for >98% of trips park in a compliant manner. To ensure company accountability, the Licensee will track and share the following key metrics monthly:
 - o Total number of trips per month / number observed parking violations
 - o Number of trips ended after five unsuccessful Parking Coach attempts
 - o Number of 311, email, tickets and/or notifications involving a mis-parked vehicle.
 - o Number and Type of Parking Violations Issued and Number of Parking Corrections by field technicians.

6.5 Sidewalk Riding

- **Detection Technology:** The Licensee shall be required to equip their entire fleet with a Sidewalk Riding Detection technology as required in Chapter 54 of the Revised Municipal Code. This system shall be capable of detecting when a vehicle is mounting or riding on a sidewalk with a high degree of certainty. DOTI may request technology and accuracy demonstrations.
- **Deterrent Features:** Upon the detection of a confirmed sidewalk riding event, the system shall have the technical capability to implement deterrent features based on the vehicles location, such as audible alerts or cutting of throttle power. DOTI may request technology and accuracy demonstrations.

7 Mode Shift & Transit Connections

7.1 Pricing

- **Pricing Transparency** Before the rider rents a vehicle, the Licensee shall disclose to the rider its pricing structure, including all rates, fees, surcharges, penalties, and other costs the rider may incur by renting the vehicle.

- **Pricing Plan:** The Licensee shall adhere to the prices established in its submitted Pricing Plan as defined in Exhibit D. Prices listed in this Exhibit are fixed for the duration of the contract term and may only be adjusted due to significant material and demonstrable increases in the operator's actual cost of service. The operator must demonstrate that the cost increase directly impacts the services provided under this Agreement and be limited solely to the documented increase in costs, without markup. Any request for a price adjustment must be submitted by Licensee with written justification and supporting documentation. DOTI shall review such requests in good faith and may not unreasonably withhold approval, provided that any approved adjustment does not exceed the maximum established in this Exhibit.
- **Destination and event-based pricing:** The Licensee shall have the technical capability to create, market, and implement promotional pricing structures for key destinations or events in collaboration with DOTI. This includes offering discounted or free ride promotions to the public to support city-led initiatives, major events, or designated campaigns, with the goal of encouraging mode shift.

7.2 Transit Integration

- **Transit Connections:** The Licensee will work with RTD and other transit providers to develop a plan for regular rebalancing near all stations and bus stops with high-frequency to ensure first- and last-mile connections to transit are available.

7.3 Pilots and Innovations

- **Pilots and Innovation:** Proposals for innovation and pilot programs shall be submitted in writing to the Department of Transportation and Infrastructure (DOTI) for review and approval. Such proposals should include a clear description of the innovation or pilot, its objectives, proposed methodology, timeline, data collection plan, public engagement and education, anticipated outcomes, and any resource implications.
- **Youth Pass Pilot:** Within 12 months of execution, the Licensee shall develop a proposal for Youth Pass pilot program for riders 16 -18 years the opportunity to learn about or use shared bikes and scooters responsibly with additional requirement and restrictions.
- **Connected Vehicle Pilot:** Within 12 months of execution, the Licensee shall develop a safety-focused proposal for a Connected Vehicle Pilot for connecting shared bikes and scooters to other connected vehicles infrastructure in Denver.

8 Sustainability & Resiliency

8.1 Sustainable Operations

- The Licensee shall use electric-assist bikes, bicycles, scooters, electric vehicles or other low-emission for all fleet maintenance, rebalancing, and distribution activities where feasible and safe.
- The Licensee shall strive to power 100% of its charging operations with renewable energy, either through the direct purchase of certified green power or by purchasing sufficient credits to offset their total annual electricity consumption.

8.2 Financial Sustainability

- Corporate Financial Documentation: Upon request, the Licensee shall submit its audited financial statements for the two most recent fiscal years, prepared by an independent certified public accountant. If audited statements are not available, the Licensee shall provide equivalent documentation to allow the City to assess its financial stability

8.3 Resiliency

- Emergency Response: During emergencies that may require removal of vehicles or temporary closure of public areas, the Licensee shall follow all directives of the City, or its departments and agencies to the extent possible.

9 Data & Reporting

9.1 Regular Reporting

- City Council Reporting: The Licensee shall submit quarterly static, summary level reports to the manager of transportation and infrastructure and City Council that contain data on the following, as described by Chapter 54 of the Denver Revised Municipal Code:
 - o List of outreach and education events with attendee numbers and results of any user compliance tests taken at each.
 - o Sidewalk riding violations, including number and location.
 - o Warnings, fines or penalties issued to riders, including location and reason.

- o List of crashes or other incidents that caused injury or damage, including location, cause, age and violation history of rider, and, if known, whether the rider was wearing a helmet and the nature of any injury sustained.
 - o Information supporting assessment of the environmental impact of the rental program, including carbon emissions impacts and lifecycle metrics of vehicles offered for rental.
 - o The number, type, and rental frequency of micromobility vehicles offered for rental with features designed to accommodate riders with disabilities.
- Quarterly Program Report: The Licensee shall submit a static, summary level Quarterly Performance Report to DOTI by the 15th of the quarter following the quarter being reported (e.g. the Monthly Program Report for Quarter 2 shall be submitted by July 15th). This report shall contain, at a minimum, the following information:
 - o Operations Summary: Active users, total trips, fleet utilization, and a summary of vehicle maintenance and disposal activities.
 - o Safety Report: A log of all known crashes or incidents causing injury or property damage, and a summary of all rider warnings, fines, or suspensions issued for unsafe riding behavior.
 - o Equity Report: A summary of Access Program enrollment and usage, Equitable Access Tool usage, usage for all adaptive vehicle programs.
 - o Community Engagement Report: A list of all outreach and education events conducted, with attendee numbers.
 - o Parking & Public Realm Report: Data on parking outcomes and mis-parked preventions, parking infrastructure, MPZ compliance, and sidewalk riding locations frequency and deterrent.
 - o Customer Service Summary: A report on all customer service complaints received, categorized by type, with average resolution times

9.2 Mobility Data Specification (MDS)

- The Program will utilize the Mobility Data Specification 2.x (MDS) Provider Application Program Interface (API) for data sharing, as outlined at <https://github.com/openmobilityfoundation/mobility-data-specification/tree/main/provider>.
- At a minimum, all required fields in the Provider API shall be populated, as well as a publicly accessible General Bikeshare Feed Specification (GBFS) API. Licensee should update the MDS status endpoint at least every 10 minutes during operation. Implementation of changes to the required fields, as formalized through the MDS

Github Repository, will be required within 30 business days of being provided formal notice by the City.

- To allow the Program to accurately track and report on the usage of its various equity and discount programs, Licensee shall populate fare attributes object for each trip in the MDS /trips endpoint to indicate trips made as part of a designated program (e.g., resident pass, access fares, etc.). Implementation shall use the rate code id field to designate the type of rate used. The micromobility mode does not include fare attributes so this implementation most closely follows passenger services mode.
- Data management services may be provided by a third-party software company, so access to MDS shall be provided to the third party specified by the City upon request. The City may also use a third-party Licensee to conduct an audit on the MDS API of Licensee to ensure compliance with the specification as a condition of launch of service. The Denver Regional Council of Governments (DRCOG), Colorado Department of Transportation (CDOT), Regional Transportation District (RTD) and DRCOG member governments participating in the DRCOG regional mobility data partnership may have access to the same third-party software platform to view Licensee metrics and visualizations for the service area.
- The City reserves the right to share some aggregated mobility data publicly. This includes, but is not limited to, metrics such as total trips, total trip distance and average daily trip distance, total trip duration and average daily trip durations. The City may elect to publish shared data via a designated third-party, similar in scope to what is shown at <https://public.ridereport.com>.
- The City commits to not publicly disclose any data that could, either alone or when combined with other data, constitute personally identifiable information. Licensee shall comply with all data privacy conditions.
- Operator shall populate fare_attributes object for each trip in the MDS /trips endpoint to indicate trips made as part of a designated program (e.g, reduced fares, etc.). Implementation shall use the rate_code_id field to designate the type of rate used. The micromobility mode does not include fare_attributes so this implementation most closely follows passenger_services mode.

9.3 Data Privacy

- Licensee shall maintain a publicly accessible Privacy Notice governing collection, use, retention, and sharing of rider data. Licensee shall provide advance notice to riders of any material changes via in-app messaging and email prior to effective date of any change.

- Licensee shall collect only data necessary for the operation of the shared micromobility program and compliance with City reporting requirements.
- Licensee shall provide clear, accessible disclosures to riders regarding data collection practices and obtain explicit consent for any non-essential data collection.
- Licensee shall not sell, lease, or otherwise monetize rider data. Licensee shall not share personally identifiable information with third parties except as required by law.
- Licensee shall notify the City and affected riders within seventy-two (72) hours of any data breach and provide a remediation plan.
- Licensees shall not require riders to grant location services to use Vehicles, while the application is not in use. All other private data belonging to the rider, including but not limited to contacts, photos and files, shall not be required to be shared in order to use vehicles.
- Licensees shall not require riders to share their private data with non-essential 3rd parties in order to use vehicles. Annual Survey
- Licensees shall conduct a comprehensive annual survey of riders and non-riders to gather insights into program performance, user behavior, program perceptions, and equity outcomes. The methodology shall include a mix of online and in-person intercept surveying and be designed to collect data on user demographics (including age, income, race, ethnicity, and disability status), trip purpose, frequency of use, mode shift, barriers to access, and perceptions of safety and infrastructure. The survey instrument and methodology, including target sample size and strategies for achieving diverse representation, shall be submitted to the DOTI for feedback and approval no less than thirty (30) days prior to distribution.
- Licensees shall submit aggregated, anonymized survey results and a detailed report summarizing findings and methodology to DOTI no later than March 1st of the subsequent year. The report shall include analysis broken down by relevant demographic and geographic categories where feasible.

Exhibit B
Service Level Agreement

Denver Shared Bike & Scooter Program

Exhibit B - Service Level Agreement (SLA)

Service	SLA Requirement	Measurement	Escalation steps for repeated violations
Parking Violation Response Time	95% remedied within 2 hours of documented notice.	Time from notice to photo-confirmed correction.	1) Formal Notice and Remedy Plan submitted within 10 business days 2) Demonstrated field staffing increase 3) Fleet reduction for repeated misses 4) Fleet Reduction or Suspension for repeated failures.
Tipped Vehicle Response Time	95% remedied within 2 hours of documented notice.	Time from notice to upright vehicle confirmation.	1) Formal Notice and Remedy Plan submitted within 10 business days 2) Demonstrated field staffing increase 3) Fleet reduction for repeated misses 4) Fleet Reduction or Suspension for repeated failures.
Damaged Vehicle Response Time	95% Repair or remove within 24 hours of documented notice.	Time from notice to photo-confirmed remedy.	1) Formal Notice and Remedy Plan submitted within 10 business days 2) Demonstrated field staffing increase 3) Fleet reduction for repeated misses 4) Fleet Reduction or Suspension for repeated failures.
Fleet Size Compliance	Maintain fleet at or below approved Fleet Cap and approved Fleet Mix	Monthly inventory audit and MDS data.	1) Formal Notice and Remedy Plan submitted within 10 business days 2) Denied fleet increase eligibility for 2 quarters. 3) Fleet Reduction or Suspension for repeated failures.
Equity Area Deployment	Deploy 30% of active fleet daily in Equity Areas.	Daily deployment average during the 6am-9:00am window.	1) Formal Notice and Remedy Plan submitted within 10 business days 2) Denied fleet increase eligibility for 2 quarters. 3) Fleet Reduction or Suspension for repeated failures.
Access Program Delivery	Provide 60 minutes/day free rides; maintain enrollment channels and language access.	Program audits; enrollment and usage reports.	1) Formal Notice and Remedy Plan submitted within 10 business days 2) Mandated outreach 3) Fleet Reduction or Suspension for repeated failures.
Access Program Utilization	≥20% of all trips citywide are taken via the Access (Equity) program, measured monthly	MDS reporting	1) Formal Notice and Remedy Plan submitted within 10 business days 2) Mandated outreach with a focus on Access program enrollment 3) Fleet Reduction or Suspension for repeated failures.
Maintenance Checks	Full maintenance check on each vehicle every 7 days.	Maintenance logs; audit verification.	1) Formal Notice and Remedy Plan submitted within 10 business days 2) Third-party audit 3) Fleet reduction until compliance proven.
Helmet Distribution	Distribute 15 helmets per 100 permitted vehicles annually.	Annual distribution report.	1) Formal Notice and Remedy Plan submitted within 10 business days 2) Required additional 2 in-person events with helmet distribution
Sidewalk Riding Detection	Equip fleet with detection and deterrent features; maintain functionality.	Tech demonstration; Field Audits.	1) Formal Notice and Remedy Plan submitted within 10 business days 2) Denied fleet increase eligibility for 2 quarters. 3) Fleet Reduction or Suspension for repeated failures.
Customer Service Availability	24/7 availability; hold times ≤60 sec for ≥80% of calls; email/SMS response ≤24 hrs.	Call audits.	1) Formal Notice and Remedy Plan submitted within 10 business days 2) Require additional staff 3) Fleet Reduction or Suspension for repeated failures.
Community Engagement	Conduct 20 in-person events/year	Event logs; quarterly reports.	1) Formal Notice and Remedy Plan submitted within 10 business days 2) Required additional 2 in-person events 3) Denied fleet increase eligibility for 2 quarters.
Data & Reporting	Submit quarterly report by 15th; maintain MDS/GBFS feeds updated every 10 min; integrate with 311.	Reporting deadlines; API monitoring.	1) Formal Notice and Remedy Plan submitted within 10 business days 2) Require third-party validation 3) Denied fleet increase eligibility for 2 quarters. 4) Fleet Reduction or Suspension for repeated failures.
Event Operations	Submit Event Ops Plan; staff major events; implement temporary rules/geofences.	Event audits;	1) Formal Notice and Remedy Plan submitted within 10 business days 2) Suspension from event areas.
Parking Infrastructure Delivery	Design, permit, and build required 150 corrals.	Permit tracking;	1) Formal Notice and Remedy Plan submitted within 10 business days 2) Deny fee waivers 3) Fleet Reduction or Suspension for repeated failures.
General Parking Compliance	Maintain ≥90% compliant parking citywide each month;	Field audit parking compliance rate, cross-checked against MDS and 311 tickets	1) Formal Notice and Remedy Plan submitted within 10 business days 2) Mandated targeted outreach 3) Denied fleet increase eligibility for 2 quarters. 4) Fleet Reduction or Suspension for repeated failures.
Mandatory Parking Zone (MPZ) Compliance	≥90% of trips must end inside approved parking infrastructure within MPZ; 100% of deployments placed in MPZ corrals when space is available.	Field audit parking compliance rate, cross-checked against MDS and 311/ tickets	1) Formal Notice and Remedy Plan submitted within 10 business days 2) Mandated targeted outreach 3) Denied fleet increase eligibility for 2 quarters. 4) Suspension or Fleet Reduction for repeated failures.

Exhibit C

Multi-Year Pricing Plan

Exhibit C - Multi Year Pricing Plan

Denver Shared Bike and Scooter Program - Multi Year Pricing Plan

		Year 1	Year 2	Year 3	Maximums	Future Years
		May 2026 - May 2027	May 2027- May 2028	May 2028 - May 2029		mid 2029+
Base Price	Price Structure	\$ 1 unlock + 0.39/minute	\$ 1 unlock + 0.39/minute	\$ 1 unlock + 0.39/minute	Not to exceed \$0.49/min	Should the Licence Agreement be extended, reasonable adjustments for inflation and cost of labor; to be reviewed and approved by DOTI.
	Cost of a 10 minute 1 mile ride	\$4.90	\$4.90	\$4.90		
Resident Pass	Price Structure	\$ 1 unlock + 0.25/minute	\$ 1 unlock + 0.25/minute	\$ 1 unlock + 0.25/minute	Not to exceed \$0.33/min	
	Cost of a 10 minute 1 mile ride	\$3.50	\$3.50	\$3.50		
Access Program	Price Structure	\$0 unlock + 60 minutes free per day; \$0.15/min for additional ride time	\$0 unlock + 60 minutes free per day; \$0.15/min for additional ride time	\$0 unlock + 60 minutes free per day; \$0.15/min for additional ride time	Additional ride time not to exceed \$0.19/min	
	Cost of a 10 minute 1 mile ride	\$0.00	\$0.00	\$0.00		
Equity Area Pricing	Price Structure	\$ 1 unlock + 0.13/minute	\$ 1 unlock + 0.13/minute	\$ 1 unlock + 0.13/minute		
	Cost of a 10 minute 1 mile ride	\$2.30	\$2.30	\$2.30		

Prices listed in this Exhibit are fixed for the duration of the contract term and may only be adjusted due to significant material and demonstrable increases in the operator's actual cost of service. The operator must demonstrate that the cost increase directly impacts the services provided under this Agreement and be limited solely to the documented increase in costs, without markup. Any request for a price adjustment must be submitted by Veo with written justification and supporting documentation. DOTI shall review such requests in good faith and may not unreasonably withhold approval, provided that any approved adjustment does not exceed the maximum established in this Exhibit.

Exhibit D
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/12/2026

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 Christensen Group, Inc. 9855 W 78th Street Suite 100 Eden Prairie, MN 55344-8004	CONTACT NAME: Macy Driscoll	
	PHONE (A/C, No, Ext): (952) 653-0098	FAX (A/C, No):
	E-MAIL ADDRESS: mdriscoll@christensengroup.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Pacific Insurance Co. Ltd.	
INSURED VeoRide Inc 1334 Third Street Promenade #300 #300 Santa Monica, CA 90401	NAIC # 10046	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

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	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	41YR3OH8444	3/1/2026	3/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	41YR2OH8445	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$ 5,000
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City and County of Denver, its elected and Appointed Officials, Employees and Volunteers are included as Additional Insureds under the General Liability & Auto Liability policies. A Waiver of Subrogation in favor of the Additional Insured applies to the General Liability & Auto Liability when required by written contract where permitted by law.

CERTIFICATE HOLDER

CANCELLATION

City of Denver 201 West Colfax Ave Dept. 608 Denver, CO 80202	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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/12/2026

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 MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111 CN133986116--AWC-26-27	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Travelers Property & Casualty Co</td> <td>36137</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property & Casualty Co	36137	INSURER B : Travelers Property Casualty Company of America	25674	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED VeoRide Inc 1334 3rd Street Promenade Suite 300 Santa Monica, CA 90401															

COVERAGES**CERTIFICATE NUMBER:**

SEA-004209593-04

REVISION NUMBER: 8

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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BA-C437149A-26-I3-G APD ACV	03/01/2026	03/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-B9480846	01/01/2026	01/01/2027	X PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 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)

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CERTIFICATE HOLDER**CANCELLATION**

City's and County of Denver 201 W Colfax Ave, Dept 608 Denver, CO 80202	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>Marsh Risk & Insurance Services</i>
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