

SPIN

Personal Mobility Vehicles Share Pilot Program

This Personal Mobility Vehicle Sharing Services Agreement (“Agreement”) is made this 7 day of June 2018, by and between the Lexington-Fayette Urban County Government, an urban county government pursuant to KRS Chapter 67A (“Lexington”) and Skinny Labs Inc. dba Spin (“Spin”). Lexington and Spin are each individually referred to as a “Party,” and collectively, the “Parties.”

Recitals

1. A goal of Lexington is to provide safe and affordable multimodal transportation options to all residents, reduce traffic congestion, and maximize carbon-free mobility.
2. Personal mobility share services are a component to help Lexington achieve its transportation goals, and Lexington desires to make personal mobility share services available to residents and those who work in Lexington.
3. Spin proposes to operate a stationless personal mobility share program within Lexington.
4. Spin will abide by all Lexington ordinances and rules governing the use of public right of way to efficiently and effectively provide personal mobility share services.
5. Spin possesses GPS, cell connectivity, and self-locking technology in its stationless personal mobility products such that its vehicles may be locked and unlocked by users with an app and tracked to provide for operations and maintenance (“Bike Fleet”).

In consideration of the mutual covenants and representations set forth in this Agreement, Lexington and Spin hereby agree to launch a pilot stationless personal mobility vehicle share program as follows:

Agreement

1. Pilot Term. Pursuant to the terms of this Agreement, the Lexington hereby grants Spin a revocable and non-transferrable license to utilize the public Right of Way in order to provide personal mobility share services to the public. For purposes of this Agreement, the term Right of Way (“ROW”) refers to sidewalks, roads, and other pathways owned or maintained by Lexington. Lexington hereby grants Spin the right to operate a pilot stationless personal mobility share program for a term up to twelve (12) months (pilot period), which may be extended in writing, by mutual agreement.
2. License to Use the Lexington ROW. Lexington hereby permits Spin to use the public ROW solely for the purposes maintaining and offering its personal mobility vehicle fleet within Lexington. Authority to utilize the ROW for this fleet is dependent on compliance with all terms of this Agreement, including compliance with the Lexington-Fayette County Code of Ordinances and state traffic safety laws. This authorization is not a lease or an easement, and it is not intended and shall not be construed to transfer any real property interest to Spin.
3. Permitted Use. Spin customers may use the public ROW solely for the parking of personal mobility vehicles owned and maintained by Spin for use in this pilot share program. Spin shall

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not place or attach any personal property, fixtures, facilities, or other structures to or upon the Lexington ROW without the prior written consent of Lexington or private property owners.

- a. Use of the ROW and Spin's operations within Lexington, shall, at a minimum: a) not adversely affect the Lexington ROW, streets, and sidewalks; b) not adversely affect the property of any third parties; c) not inhibit pedestrian movement or the free flow of traffic within the public ROW, streets, and sidewalks, ; and d) not create conditions which are a threat or pose a substantial risk or harm to public safety and security.
- b. Upon termination of this Agreement by either party, Spin shall, at its sole cost and expense, immediately remove its property from the ROW. In no event will the removal of Spin's personal property, fixtures, facilities, or other structures permitted to be installed in the ROW exceed thirty (30) days. .

4. Cooperation with Lexington. Prior to the Effective Date of this Agreement, Spin shall supply Lexington with a map of its proposed stationless personal mobility vehicle share parking locations ("Parking Maps"), which maps are attached hereto and incorporated herein as "**Exhibit B**," to be reviewed and approved by Lexington, which approval shall not be unreasonably withheld, conditioned, denied, or delayed. Spin hereby agrees to deploy its personal mobility vehicle fleet in phases in accordance with an established deployment plan ("Deployment Plan"), which is also attached hereto and incorporated herein by reference as "**Exhibit C**." Spin will work in good faith with the Lexington Division of Planning to identify a launch date, ensure an equitable distribution of the fleet, establish low cost bank less payment options to serve low income users, establish parking and no parking zones, and determine where the use of geofencing or other technology to restrict parking will be required. Spin will meet with a representative from the Division of Planning two (2) months after the launch date to further identify areas where the use of geofencing or other technology and restricted parking are necessary based on user patterns, and will continue to meet in such increments for the duration of this Agreement.

5. Personal Mobility Vehicle Parking. Spin personal mobility vehicles may be parked in any legal manner in the ROW, including upon public sidewalks by individuals participating in the stationless personal mobility vehicle sharing program. Spin hereby agrees to abide by Chapter 18 of the Lexington-Fayette County Code or Ordinances (Traffic), specifically Article X (Bicycles), and further agrees to inform personal mobility vehicle share participants of their legal parking and riding responsibilities in writing before participating in the personal mobility vehicle share program. Spin vehicles parked on private property will be allowed at the discretion of the private property owner. Spin will actively manage the personal mobility vehicle fleet to ensure orderly parking and the free and unobstructed use of the ROW. Lexington, at its own discretion, may choose to support the personal mobility vehicle sharing program with the installation of additional bike racks, painted bike parking spots, and/or recommended bike parking spots without racks or painting.

6. Condition of the Lexington ROW.

- a. Lexington makes the public right of way available to Spin in an "as is" condition. Lexington makes no representations or warranties concerning the condition of the public way or its suitability for use by Spin or its customers, and it assumes no duty to warn either Spin or its customers concerning conditions that exist now or may arise in the future.

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- b. Lexington assumes no liability for loss or damage to Spin's personal mobility vehicles or other property. Spin agrees that Lexington is not responsible for providing security at any location where Spin's property is stored or located, and Spin hereby waives any claim against Lexington in the event Spin's bikes or other property are stolen, lost, or damaged.
 - c. Lexington, along with participants in the personal mobility vehicle share program, will notify Spin at support@spin.pm or through the customer service portal in the app as listed in "**Exhibit A**" of any personal mobility vehicle that is found adversely affecting the Lexington ROW. Spin shall be responsible for correcting improperly parked personal mobility vehicles within the timeframes listed in "**Exhibit A.**"
- 7.. Enforcement. Spin acknowledges and agrees that a failure to correct improperly parked personal mobility vehicles within the timeframes listed in "Exhibit A" may present a public safety concern or constitute a public nuisance, which may require immediate attention or abatement by Lexington public safety or traffic officials. Accordingly, Spin agrees to reimburse Lexington for any costs expended to address, remove, correct, or otherwise abate any condition caused or permitted to exist in violation of this Agreement or the Lexington-Fayette County Code of Ordinances.
8. Maintenance and Care of the Lexington ROW. Spin expressly agrees to repair, replace, or otherwise restore any part or item of real or personal property that is damaged, lost, or destroyed as a result of the Spin's use of the Lexington ROW.. Should Spin fail to repair, replace, or otherwise restore such real or personal property to Lexington's satisfaction, Spin expressly agrees to promptly pay Lexington's costs in making such repairs, replacements, or restorations.
9. Operations and Maintenance. Spin shall be responsible for maintaining the personal mobility vehicle fleet as set forth in "**Exhibit A.**" Spin shall be solely responsible for all maintenance and service costs in order to maintain the personal mobility vehicle fleet and associated maintenance to the minimum level of service and reporting outlined in "**Exhibit A.**"
10. Indemnification. Except as expressly set forth herein, it is understood and agreed by the Parties that Spin hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Spin or its employees, agents, servants, owners, principals, licensees, invitees, assigns or subcontractors of any tier under or in connection with this Agreement and/or the or failure to perform any work, maintenance, or provide any equipment, warning, notification, or assistance required thereby, or resulting from or arising out of any occurrence upon, at, or from the Lexington ROW occasioned wholly or in part by the entry, use, or presence upon the ROW by Spin or by anyone making use of the ROW at the invitation or sufferance of Spin, or the use of Spin's personal mobility vehicles by any individual, regardless of whether such use was with or without the permission of Spin, including claims by users of the personal mobility vehicles or third parties. Spin shall indemnify, save, hold harmless and defend Lexington and its elected and appointed officials, employees, agents, volunteers, and successors in interest from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are directly

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connected with, or that directly arise or are alleged to have arisen from or by Spin's performance or breach of this Agreement and/or the provision of goods or services, provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of Spin; and (b) not caused solely by the active negligence or willful misconduct of Lexington. In any instance where Spin is required to indemnify Lexington as set forth in this Section, Spin shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by Lexington, which approval shall not be unreasonably withheld. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

11. Insurance. Insurance. Prior to beginning and continuing throughout the term of this Agreement, Spin, at sole cost and expense, shall furnish Lexington with certificates of insurance evidencing that it has obtained and maintains insurance in the following amounts:
- a. Workers' Compensation that satisfies the minimum statutory limits.
 - b. Commercial General Liability Right of Way Damage Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, TWO MILLION DOLLARS (\$2,000,000) annual aggregate, for bodily injury, property damage, products, completed operations, and contractual liability coverage.
 - c. Comprehensive Automobile Liability insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury and property damage including coverage for owned and non-owned vehicles.
 - d. Excess/Umbrella Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) annual aggregate, to provide additional coverage above the Commercial General Liability and Comprehensive Automobile Liability policies.

All insurance policies shall be written on an occurrence basis and shall name the Lexington-Fayette Urban County Government Indemnitees as additional insureds with any Lexington insurance shall be secondary and in excess to Spin's insurance. If Spin's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible. Lexington's Risk Manager may waive or modify any of the insurance requirements of this section.

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12. Compliance with the Law. Spin, at its own cost and expense, shall comply with all statutes, ordinances, regulations, reasonable orders, and requirements of all governmental entities applicable to its use of the Lexington ROW and the operation of its stationless personal mobility vehicle share program, including but not limited to local and state laws governing operation of bicycles. If any license, permit, or other governmental authorization is required for Spin's lawful use or occupancy of the Lexington ROW or any portion thereof, Spin shall procure and maintain such license, permit, and/or governmental authorization throughout the term of this Agreement. Lexington shall reasonably cooperate with Spin, at no additional cost to Lexington, such that Spin can properly comply with this Section and be allowed to use the Lexington ROW as specified in Section 3 above.
13. Required Reports. Spin shall provide reports to the Lexington concerning utilization of its personal mobility vehicle and bike route usage not less than quarterly at no cost to Lexington.
14. No Joint Venture. Nothing herein contained shall be in any way construed as expressing or implying that the parties hereto have joined together in any joint venture or liability company or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this Agreement. This Agreement is for the use, benefit, and enjoyment of the public.
15. Taxes. Spin shall pay any and all taxes, including, without limitation, sales, use and/or excise taxes, and all similar fees, assessments and any other cost or expense now or hereafter imposed by any government authority directly on and exclusively in connection with the bike share program described herein. In addition, Spin shall pay that portion, if any, of the personal property taxes assessed directly upon and arising exclusively from Spin's ownership of or use of the personal mobility vehicle fleet. Spin shall remain solely liable for any and all regulatory fee(s) assessed by a governmental authority attributable to Spin's operation in Lexington.
16. Term. This Agreement shall commence on [21 June 2018], (the "Commencement Date") and shall expire 12 months after the Commencement Date, unless earlier terminated pursuant to Section 17, below.
17. Termination. This Agreement may be terminated prior to the expiration date set forth in Section 12, above, upon the occurrence of any of the following conditions:
 - a. Upon delivery of written notice from Lexington to Spin terminating this Agreement for any reason, or for no reason, by giving at least thirty (30) days' notice to the Spin of such termination.
 - b. An attempt to transfer or assign this Agreement.Spin shall not terminate this Agreement without first by giving at least 180 days' written notice of plans for termination. Upon the effective date of termination of this Agreement, Spin shall remove all bicycles from Lexington and restore the Lexington ROW to the condition of the ROW at the Commencement Date of this Agreement.

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18. Default. Notice and Cure. Neither Party shall be in default under this Agreement unless and until the non-defaulting Party shall have given the defaulting Party written notice of such default and the defaulting Party shall have failed to cure the default within seven (7) calendar days after written receipt of such notice. Upon the failure by the defaulting Party to timely cure any default after notice thereof from the non-defaulting Party, the non-defaulting Party shall have the right to terminate this Agreement and seek any appropriate legal remedy.
19. Notices. Any notice or demand required or permitted to be given or made hereunder shall be sufficiently given or made by reliable overnight courier or by Certified Mail, return receipt, in a sealed envelope, postage prepaid, addressed to Lexington or Spin at the following address:

Lexington: Director of Traffic Engineering
 Lexington-Fayette Urban County Government, 3th Floor
 Phoenix Building
 100 East Main Street
 Lexington, KY 40507

With a
copy to: Director of Planning, Preservation & Development
 Lexington-Fayette Urban County Government, 7th Floor
 Phoenix Building
 100 East Main Street
 Lexington, KY 40507

Spin: Skinny Labs Inc
 188 King Street #203
 San Francisco, CA 94107

Any such notice or demand shall be deemed to have been given or made three (3) business days following the date it is deposited in the United States Post Office or on the day following delivery to the overnight courier. Spin or Lexington may from time to time designate any other address for this purpose by written notice to the other Party.

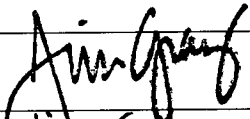
20. Amendment. This Agreement may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this agreement and executed by duly authorized representatives of the parties.
21. No Waiver. Failure or delay on the part of Lexington or Spin to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.
22. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter contained herein and supersedes all prior offers, negotiations and other agreements concerning the subject matter contained herein.

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23. Applicable Law and Venue. The laws of the Commonwealth of Kentucky (excluding its conflict of law rules) shall govern the interpretation and enforcement of this Agreement. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and not be construed strictly in favor of or against either Party, regardless of which Party may have drafted any of its provisions.
24. Counterparts. This agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Executed the day and year first above written, by the parties as follows:

Lexington

By: 
Name: Jim Gray
Title: Mayor

Spin

By: 
Name: MIKE PETTY JOHN
Title: PARTNERSHIPS LEAD

00605404.

Exhibit A

Spin Operations and Maintenance Plan Lexington Stationless Personal Mobility Vehicle Share Pilot Program

FLEET SIZE

Spin will deploy an initial fleet of 500 personal mobility vehicles over the course of the first two weeks of the Pilot Stationless Personal Mobility Vehicle Share Program. The personal mobility vehicles will initially be deployed with an emphasis on transit stations, commercial areas, and denser residential areas, to help guide personal mobility vehicle distribution based on user demand and usage trends.

PLACEMENT PLAN

Spin plans to initially deploy 500 personal mobility vehicles at key transit stations, commercial zones, and denser residential areas, where Spin personal mobility vehicles may help address “last mile” transportation issues in an equitable manner. Spin will also work with Lexington to determine where to initially deploy the 500 personal mobility vehicles. Spin’s nimble and flexible operations can adjust personal mobility vehicle deployment and distribution based on user demand and usage data. Spin will utilize the Demand Analysis and Equity Analysis maps reference in the 2017 Bike and Pedestrian Master Plan to inform the placement of personal mobility vehicles and to ensure that personal mobility vehicles are located and readily available in the areas identified as the “highest concentration of need”.

Furthermore, Spin will work with transit agencies to determine areas at transit stations where Spin personal mobility vehicle can be placed, as well as work with companies in Lexington to locate Spin distribution points, in addition to locating Spin personal mobility vehicles on public right of ways.

Spin’s ground operations team will place Spin personal mobility vehicles in a neat fashion on sidewalks leaving at least 4' of clear zone and at or near bike racks and bike corrals. Spin will ensure that personal mobility vehicles are not obstructing pedestrian or motor vehicle traffic.

USER EDUCATION

Spin believes that the most effective, consistent, and efficient method of providing important notices and educating users is through Spin’s app. Any Spin user must utilize the app, helping to ensure important information is seen and acknowledged (as opposed to stickers or physical signs that may be unseen or become damaged or lost).

New Spin users will receive informational pop-ups when they use Spin’s app to take a ride for the first time. The pop-ups will require the new users to affirmatively dismiss the pop-ups in order to proceed. The informational pop-ups will include a) reminders about applicable personal mobility vehicle laws, traffic safety, and parking and riding responsibilities and b) instructions

on how to park responsibly.

CUSTOMER SUPPORT

Spin provides easy mechanisms through which users and the public can contact us to ask questions, report vehicles that are damaged or obstructing the public right of way, or otherwise. Spin's app has a "Help" button on the user interface. The "Help" buttons enable users to report any issues via live chat, email (support@spin.pm), and phone.

Spin personal mobility vehicles display our URL, where the public will be able to easily report relocation requests via live chat, email, or phone. For additional details, please see <https://help.spin.pm>. Additionally Spin will display the customer service number on all personal mobility vehicles and work with the Lexington 311 operations to provide forwarding options for calls that come to 311 regarding the fleet.

GROUND OPERATIONS

Spin's ground operations staff are hired locally and help ensure the safety, accessibility, and responsible placement of Spin vehicles. The exact number of locally hired staff will depend on the fleet size in operation. The ground operations staff perform two primary functions:

- Roving
 - Inspect and tune-up vehicles.
 - Visually survey the streets and reposition obstructing personal mobility vehicles.
- Rebalancing
 - Licensed drivers operating a truck or van.
 - Retrieve vehicles that have been marked for repair.
 - Visually survey the streets and remove obstructing personal mobility vehicles.

Placement of Personal mobility vehicles

- Vehicles will be neatly placed by Spin staff on wide sidewalks and at or near public bike racks and bike corrals.
- Vehicles will be neatly placed such that they do not obstruct the public's right of way or pedestrian traffic.

Relocation Requests

- Spin users and the general public can report vehicles 24/7 via the website or the app.
- Spin will dispatch a ground operations member within three hours between the hours of 9am-6pm, with submission of supporting evidence, to deal with vehicles reported as obstructing public right of way.
- Requests received after normal business hours will be handled as soon as practicable the following day.

MAINTENANCE AND SAFETY

- Every vehicle is inspected for safety, with a recorded inspection history.
- Vehicles reported by the public as unusable are remotely disabled and marked for safety

inspection.

- All repairs are done by certified mechanics contracted by Spin.
- Safety inspections are performed by the ground operations team, who are trained by certified mechanics. Ground operations staff inspect the following:
 - Handlebars
 - Front and rear brakes
 - Brake levers
 - Grips
 - Pedals and cranks
 - Chains (including oil level)
 - Chain guard
 - Light
 - Reflectors
 - Dynamo hub
 - Tires
 - Bell
 - Gear hub
 - Gear shifts
 - Lock
 - Solar panels
 - Basket
 - Seat and seat post
 - Wheel - including spokes, hub, axle
 - Fender
- Tune ups are performed on the spot by the ground operations team during safety inspections. They are equipped with the necessary tools.
- Repairs are performed at the warehouse by certified mechanics.
- All vehicles are inspected against the above checklist, at a minimum, for:
 - Cleanliness
 - Damage
 - Secureness
 - Safe and reliable operation

REPORTING

Spin will provide quarterly reports to Lexington at no cost with aggregate usage data including:

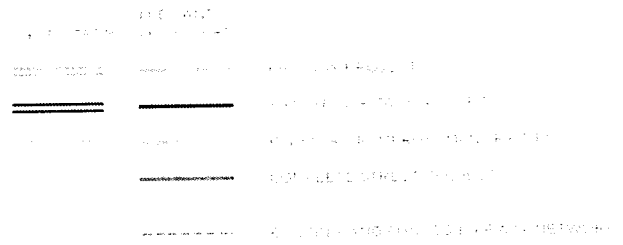
- Number of users in the system
- Number of trips generated for the month
- Heat maps of usage trip showing top pick-up spots and drop-off spots
- Average trip length and trip time
- Accident reports

EXHIBIT B



NETWORK PRIORITIES Northeast Lexington

- Proposed Bike Parking





NETWORK PRIORITIES Northwest Lexington

● Proposed Bike Parking

	Major Arterial		Local Street
	Major Collector		Local Street
	Major Collector		Local Street
	Major Collector		Local Street
	Major Collector		Local Street
	Major Collector		Local Street
	Major Collector		Local Street
	Major Collector		Local Street
	Major Collector		Local Street
	Major Collector		Local Street



NETWORK PRIORITIES Southeast Lexington

● Proposed Bike Parking

	Major Road		Local Road
	Minor Road		Proposed Road
	Major Road		Proposed Major Road
	Minor Road		Proposed Minor Road
	Proposed Road		Proposed Road



NETWORK PRIORITIES Southwest Lexington

● Proposed Bike Parking

Network		Priority	
—	Arterial	—	High
—	Collector	—	Medium
—	Local	—	Low
—	Highway	—	High
—	Collector	—	Medium
—	Local	—	Low
—	Highway	—	High
—	Collector	—	Medium
—	Local	—	Low

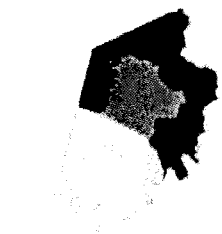


Exhibit C
Proposed Lexington Deployment Plan (Phases)

Upon completion of the signed MOU between Spin and the Lexington Fayette Urban County Government on or after June 21st Spin will begin the deployment of 500 bikes. 200 bikes in the fleet will be placed on The University of Kentucky Campus at locations the University has allocated for the bike fleet. The remaining 300 bikes will be placed in groups no smaller than 5 and no larger than 10 at specified locations within the Urban Service Boundary and portions of the Legacy Trail outside of that boundary. Spin will observe the patterns of movement of the bicycles, respond to public comment and re-balance the bikes in a fashion that best serves usage data, user input and public comment. Spin will continue to add bikes to the fleet as needed to meet the demand with the intention of reaching a saturation level that in turn produces usage rates of two rides per bike per day. As ride usage data and demand decreases Spin will reduce the fleet accordingly to produce the desired usage rates. Spin will work closely with the LFUCG Division of Planning to review usage data and trip patterns to evaluate parking locations and demand throughout the Urban Service Area during the duration of the pilot program.