CONSENT TO ASSIGNMENT AND AMENDMENT TO PROGRAM AGREEMENT

This Consent to Assignment and Amendment to Program Agreement ("Agreement") is made and entered into as of this ___ day of August, 2020 by and between Neutron Holdings, Inc. ("Lime") and the Sacramento Area Council of Governments, a California joint powers agency authority ("SACOG"). Lime and SACOG may individually be referred to as "Party" and may collectively be called "Parties."

WHEREAS, SACOG and Social Bicycles Inc. entered into a Program Agreement on May 9, 2017 (the "Program Agreement"), for a turnkey bicycle sharing program in the cities of Sacramento, West Sacramento, Davis, the University of California, Davis ("UC Davis"), and potentially expandable to other portions of the Sacramento region; and

WHEREAS, Lime acquired all of Social Bicycles Inc.'s interests on May 7, 2020; and

WHEREAS, Pursuant to Section 11.2 of the Program Agreement an assignment or transfer of any rights or obligations of a Party requires express written of the other Party; and

WHEREAS, In the interest of keeping the bike share program operational the Parties desire to agree to certain interim amended terms related to the assignment and assumption of the Program Agreement and the Parties further contemplate entering into a more comprehensive agreement prior to the expiration of this Agreement and in no event later than the expiration of the Program Agreement, and

WHEREAS, SACOG desires to consent to the assignment of the Program Agreement and Lime desires to assume all duties and responsibilities under the Program Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Consent to Assignment and Assumption of Obligations**. SACOG hereby agrees to Social Bicycles Inc.'s assignment of all of its right, title, and interests in the Program Agreement to Lime. Except as otherwise provided in this Agreement, Lime hereby agrees to assume all duties, obligations, and responsibilities of Social Bicycles Inc. under the Program Agreement.

2. **Amendments to Program Agreement**.

   a. Bike Operations. Notwithstanding anything contrary in section 2.1 of the Program Agreement, Lime shall operate a minimum of Two Hundred (200) active electric-assist bikes in the cities of Sacramento and West Sacramento, California, immediately and increase the number of active bikes to Six Hundred (600) by September 30, 2020. The Parties agree in good faith to reexamine the number of active bikes required pursuant to this section based on actual ridership. Lime shall engage in expedited planning efforts with the City of Davis to examine the potential for launching bikes in the City of Davis prior to January 1, 2021. Planning with the City of Davis shall take into consideration the number of students living in the City and on the UC Davis campus, the number of bikes to

deploy in the City, and the geography and boundaries of the service area within the City of Davis. Unless otherwise provided in this Agreement, Lime shall operate and maintain the Bicycle Sharing Program, as such term is defined in the Program Agreement, pursuant to the terms and conditions of the Program Agreement, including the Service Level Agreement as set forth in the Program Agreement.

b. <u>Rider Pricing</u>. Lime agrees to offer the pricing options as listed below. The Parties agree in good faith to reexamine the pricing options pursuant to this section based on actual ridership and use of pricing options.

  i. Lime shall offer initial promotional walk-up pricing through September 30 as follows:
      1. $1 to unlock, $0.20 per minute

  ii. Lime shall offer regular walk-up pricing after September 30 as follows:
      1. $1 to unlock, $0.32 per minute

  iii. Lime shall offer the pricing packages upon execution of this Agreement follows:
      1. **LimeAccess:** (low-income program, registration required): $5 annual fee, free 30-minute rides up to five times a day and $.15 a minute thereafter
      2. **LimeAid** (public health and safety worker program, registration required): Free 30-minute rides up to five times a day for medical professionals, first responders, and other essential workers
      3. **Weekly Unlock Pass** (waives $1 to start): $4.99
      4. **Daily pass:** $16.99
      5. **Monthly passes:**
         a. Unlock Pass: $7.99
         b. Unlock Pass + 60 minutes: $14.99
         c. Unlock Pass + 200 minutes: $49.99
         d. 5 rides: $19.99
         e. 10 rides: $29.99
         f. 25 rides: $59.99

c. <u>City Fees</u>. So long as Lime is providing services in accordance with the terms of this Agreement, the applicable terms of the Program Agreement, and terms of their permits with cities of Sacramento and West Sacramento Lime will not pay fees on any scooters or bikes in operation in the cities of Sacramento and West Sacramento through November 30.

d. <u>Encroachment Permits</u>. Lime shall take all necessary and appropriate action to assume all existing encroachment permits from Social Bicycles Inc. necessary for operation and deployment of bicycles.

e. Fare Card Integration. Section 2.2.1. is hereby replaced in its entirety with the following provision:

"RESERVED"

f. Section 4.2 is hereby amended as follows:

"API. Lime grants to SACOG, and third-party developers identified by SACOG, on the terms and conditions set forth herein, a non-transferable, non-sublicensable, non-exclusive, limited right to access and use open content data through an open application programming interface ("API") that will allow third-party developers to assist Subscribed Users in finding Bicycles and Stations and comparing travel and usage information; **provided, however, that any third-party developers must enter into a data sharing agreement with Lime prior to receiving such data, which Lime shall negotiate in good faith and which shall contain terms reasonably acceptable to Lime.** Lime's API will be formatted to the General Bike Share Feed Specification standard ("GBFS"). Access to API by SACOG and its member jurisdictions shall not be restricted through modifications to Lime's privacy guidelines or terms and conditions related to its User Platform, except to the extent required by applicable law.

g. The Parties hereby agree to amend Section 7.1.2 of the Program Agreement to read as follows:

"<u>Commercial General Liability</u>. A comprehensive general commercial liability policy including bodily injury, personal injury, and property damage in the minimum amount of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate. Coverage shall be provided on an occurrence basis. SACOG, the cities of West Sacramento, Sacramento, and Davis, and UC Davis, shall be named as certificate holders and additional insureds on the policy."

3. **Term of Amendments to Program Agreement**. The Amendment within Section 2 of this Agreement shall be in effect until November 30, 2020.

4. **Cooperation in Good Faith**. The Parties shall cooperate and negotiate in good faith to pursue a long-term agreement concerning the continuation of a bicycle sharing program in the cities of Sacramento, West Sacramento, and Davis, at UC Davis, and potentially expandable to other portions of the Sacramento region following the expiration of the term of the Program Agreement, which term is through May 15, 2021, unless extended or terminated sooner as set forth therein.

5. **Service Level Agreements**. Attachment B to the Program Agreement is hereby amended to remove the Overall Bicycle Availability and Kiosk Connectivity performance indicators identified

therein. The Parties agree that the redistribution plan and the equity plan, including pricing, geographic distributions and outreach and education, identified in the Program Agreement shall not be applicable to the City of Davis until services are launched within the City of Davis.

6. **MDS**. Lime shall provide data through a SACOG-accessible Application Programming Interface (API) and meets the Specification of the City of Los Angeles Mobility Data Specification (MDS) as published online at https://github.com/CityOfLosAngeles/mobility-dataspecification.

   Should SACOG seek to use a third party to manage the data, Lime shall provide the MDS data to the third party. SACOG shall require the third party to agree to the MDS Data Protections Principles and a Data Usage agreement. SACOG may, in its sole discretion, require Lime to use the most current anonymization plugin version by releasing an automatic update and/or disabling support for the previous version. SACOG is permitted to use all data Lime provides in accordance with the Mobility Data Specification, including, but not limited to, displaying anonymized device availability data to the public, unless prohibited by applicable law. Lime may not change the API URL without providing SACOG at least 30 days' notice. Personal information must be protected by Lime, and data should be anonymized regarding user information. Summarized and aggregated program performance information in memos or updates may be shared with the public. Detailed data will be protected to the extent permitted by law. Notwithstanding the returned results of any of the Mobility Data APIs, it shall be the sole responsibility of Lime to comply with the requirements listed herein. Failure to maintain consistently accurate and real-time data could result in suspension of operations until the issues identified are resolved.

7. **Effect of Assignment**. Neither the assignment nor the consent of SACOG thereto shall release or discharge Lime, as successor in interest to Social Bicycles Inc., from any liability under the Program Agreement. Nothing contained herein shall be deemed or construed to release Lime from any of its obligations under the Program Agreement as hereafter provided. Except as otherwise provided in this Agreement, Lime hereby agrees to be bound by, and shall perform to and for the benefit of SACOG, all of the terms, covenants, conditions and agreements to be performed or observed by Social Bicycles Inc. under the Program Agreement as if Lime were originally named in the Program Agreement including, without limitation, Section 9.1 of the Program Agreement .

8. **Conflict or Inconsistency**. In the event that there is any conflict between the terms, covenants, and conditions of this Agreement and the terms, covenants, and conditions of the Program Agreement, then the terms, covenants and conditions of this Agreement shall prevail in each instance and any conflicting terms, covenants, or conditions of the Program Agreement shall be modified to conform with the terms, covenants, and conditions of this Agreement.

9. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters

related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

10. **Effect of Amendment and Non-Waiver**. Except as expressly amended herein, all terms and conditions of the Program Agreement shall remain in full force and effect. Unless otherwise provided for herein, the Parties have not waived any of their respective rights within the Program Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE HEREIN ABOVE APPEARING:

SACRAMENTO AREA COUNCIL OF GOVERNMENTS

_____

JAMES CORLESS
Executive Director

APPROVED AS TO FORM:

_____

SLOAN SAKAI YEUNG & WONG, LLP
Legal Counsel to SACOG

RECOMMENDED BY:

_____

SABRINA BRADBURY
TDM Program Manager

NEUTRON HOLDINGS, INC.:

_____

NAME
Title