

## Spin Charging and Delivery Services Agreement

This Charging and Delivery Services Agreement ("Agreement") is made and entered into on August 20, 2019 ("Effective Date") by and between Skinny Labs Inc. (doing business as Spin, hereinafter "Spin"), a Delaware corporation, having a principal place of business at San Francisco, California and the Greater Dayton Regional Transit Authority, (the "Service Provider") with an address or principal place of business at 4 South Main Street, Dayton Ohio 45402. Spin and Service Provider may each be referred to herein, as a "Party" and together collectively as the "Parties."

### Recitals

Spin is a dock-less scooter-share provider that connects riders with shared dock-less scooters (hereinafter "scooters") available for rent through its website and Spin App (as defined below, and collectively, the "Platform") and provides riders with the ability to scan a QR Code on the scooter via the Spin App to unlock and access the scooters.

Scooters are placed at strategic and convenient locations (each a "Deployment Area") within each market service area. The Platform marks each available scooter and its location, which allows riders to identify locations of available scooters for rent.

Service Provider is an independent provider of the Services as described in Exhibit A attached hereto.

In consideration of the mutual promises made herein, the Parties agree to the terms and conditions set forth herein.

**1. Purpose.** This Agreement governs the relationship between (a) Spin and (b) Service Provider to perform the Services. In exchange for the promises contained in this Agreement, Service Provider will have the contractual right and obligation to perform the Services (as hereinafter defined) and Spin will have the obligation to pay the Service Provider the Fees and provide the scooters and equipment.

### **2. Service Provider Representations and Warranties.**

a. As a condition of entering into this Agreement with Spin, and as long as Service Provider is performing the Services hereunder, Service Provider represents and warrants to the following:

i. **Legal Requirements.** Service Provider is in the independent business of providing the Services, and maintains any and all licenses, permits, and registrations necessary to perform the Services, as applicable, in the locality or localities in which Service Provider performs the Services ("Market(s)").

ii. **Age and License.** Each of Service Provider's employees or contractors providing the Services is at least eighteen (18) years of age and has held a valid driver's license for at least two (2) consecutive years, and has the appropriate level of certification necessary or advisable within the Market to operate any vehicle used by such employee or contractor to perform the Services.

iii. Reserved.

iv. Reserved.

v. **Equipment.** Service Provider maintains at its own expense all equipment it deems necessary in its reasonable discretion to perform the Services; provided however, that Spin may provide charging equipment, spare parts and/or tools for sale, lease, or at no additional charge to Service Provider, at Spin's option. For clarity, Service Provider is not required to purchase, lease or rent any equipment from Spin. To the extent that Service Provider uses its own equipment in connection with the Services, Service Provider certifies that such equipment meets all industry and regulatory standards and will be in good

working condition and is fit for the purpose for which it is intended to be used, and Service Provider shall be fully responsible and liable for such equipment.

vi. No Tampering With Scooters or Other Spin Property. Except as explicitly provided in the Exhibit A, Service Provider agrees that it shall not, under any circumstances, undertake any repair, service, alter or otherwise make any modification to any scooters, any electric charging equipment, whether or not the equipment is the property of Spin or the Service Provider, or other equipment required in connection with the Services. To the extent permitted by governing law, Service Provider agrees to indemnify Spin for any violation of this provision, including but not limited to any damages to third parties, including Users, as a result of such violation. This provision is in addition to the indemnity provisions as set forth in Section 9 of this Agreement.

vii. Insurance.

At its sole cost and expense Service Provider shall procure and maintain insurance continuously throughout the term of this Agreement from such companies as are acceptable to Ford and listed in the current "Best's Insurance Guide" as possessing a minimum policyholder's rating of "A-" (Excellent) and a financial category no lower than "VI" (\$25,000,000 to \$50,000,000 of adjusted policyholder's surplus) or a minimum A rating from Standard and Poor's or a minimum A rating from Fitch or a minimum A3 rating from Moody's. The following insurance shall cover Service Provider's provision of Services under this Agreement whether such Services be provided by itself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and it is agreed that the following required liability insurance may be met by a combination of primary and umbrella/excess policies.

Service Provider maintains, at its own expense, insurance of the types and in the amounts specified below:

1. Service Provider will maintain commercial automobile liability insurance for every vehicle used to perform the Services. Such insurance must cover all insurable activities arising in connection with the Services and must satisfy all applicable state and local insurance requirements (including minimum coverage amounts). Spin shall be named as an additional insured on the Service Provider's automobile liability insurance with limits of \$1,000,000 per accident for liability arising out of the negligent acts or omissions of Service Provider.

2. Commercial General Liability insurance including, but not limited to, blanket contractual coverage for bodily injury (including death), personal injury and property damage with limits of not less than three million dollars (\$3,000,000) per occurrence. The Commercial General Liability insurance will be endorsed to cover all garage / repair activities for Services performed.

3. Service Provider will maintain workers' compensation insurance covering any persons required to be covered by Service Provider performing the Services hereunder, provided that occupational accident insurance may be maintained in lieu of workers' compensation insurance to the extent permitted by law.

4. Service Provider will maintain adequate and sufficient property and fire insurance, including commercial property, homeowners' insurance and/or renters' insurance as applicable, on any location where Service Provider is charging any scooters in connection with this Agreement.

5. Prior to performing the Services, Service Provider agrees to provide proof of the insurance coverage as specified herein. Service Provider further agrees to provide updated proof of insurance each time it renews or alters such insurance coverage. Service Provider must provide Spin written notice at least thirty (30) days prior to the cancellation of any insurance policy specified herein (10 days if cancelled due to nonpayment of premium).

b. Service Provider will notify Spin in the event that any of the foregoing representations and warranties is no longer true.

c. Service Provider acknowledges that it may be subject to periodic background and motor vehicle report checks, subject to applicable law, and may be required to supply proof of license, equipment or insurance upon request so that Spin can verify that Service Provider continues to satisfy the eligibility requirements set forth herein.

d. In the event that any of the foregoing representations and warranties ceases to be true ("Ineligibility"), Spin may suspend this Agreement and Service Provider's access to the Spin App and/or Platform until such Ineligibility is cured. Spin may terminate this Agreement if such Ineligibility is not cured within thirty (30) days of Service Provider's receipt of notice from Spin of such Ineligibility or if such Ineligibility is not capable of cure.

**3. Use of Spin App.** Service Provider acknowledges that the performance of the Services requires the use of Spin's proprietary mobile application referred to as the Spin Team App (the "Spin App"), and that if Service Provider cannot access or utilize the Spin App, Service Provider will not be able to perform the Services.

#### **4. Services.**

a. For the Term of this Agreement, Service Provider agrees to faithfully and diligently devote best efforts, skills and abilities to the performance of the Services in a professional manner by skilled and qualified personnel in a manner that is at least consistent with industry standards, including but not limited to the following: i. Service Provider agrees to be located within a reasonable distance of Deployment Areas in its Market. ii. Service Provider agrees to (a) deploy scooters to the Deployment Area, (b) collect all scooters and (c) charge all scooters to ensure a complete and full electric charge to each scooter, in each instance in the manner required by Spin and consistent with placement requirements designed to ensure safety to the public. Any and all deployments, pick-ups, repairs and charging must occur in accordance with the terms set forth in Exhibit A. iii. Service Provider agrees to promptly notify Spin of any scooter issues or concerns, including without limitation any omissions or mistakes in any Services and reports of any broken scooters, which may require repair at specific locations such as a Spin warehouse, in accordance with the information provided on the Spin App Platform. iv. Unless otherwise agreed to in writing between the Parties, Service Provider agrees to use the Spin App to communicate the deployment, pick-up, and charging status of any scooters to Spin in a manner and method sufficient for Spin to update the Platform. Service Provider acknowledges that the Spin App may be updated periodically and the type and timing of communications may change. If Service Provider notices any technical issues with the Spin App, Service Provider shall promptly notify Spin, and Spin may prohibit Service Provider from performing any Services until the Spin App is functional. v. Service Provider agrees that the Services will be performed in a safe manner and in compliance with all applicable safety laws, laws and/or utility regulations regarding access to and provision of electricity, and traffic laws, as well as all other applicable regulations and guidelines. vi. Service Provider agrees to maintain and utilize all equipment necessary and advisable to provide the Services. Service Provider acknowledges that without limiting the generality of the foregoing, the following equipment is necessary to adequately provide the Services: 1. Motor vehicle or bicycle, as agreed to between Spin and Service Provider (unless Service Provider is engaged by Spin to perform the Services exclusively on foot). Such motor vehicle or bicycle must be appropriately registered to lawfully provide the Services in the applicable Market(s). 2. Data-enabled smartphone with data plan. Network access must be generally available at all times while Service Provider is performing the Services. WIFI-only data access is not sufficient. The smartphone may not be jailbroken (if iPhone) or rooted (if Android), or otherwise altered to circumvent requirements or processes of the Spin App. vii. Service Provider agrees to maintain a professional appearance consistent with industry standards at all times while providing the Services.

b. Unless otherwise agreed to between Spin and Service Provider or as otherwise required by law, Spin is not obligated to pay Service Provider for any Services not completed in strict compliance with the foregoing subsection (a). Service Provider will not circumvent or attempt to circumvent the conditions or requirements of this Section 4.

c. Subject to compliance with this Agreement (including the service level commitments set forth in this Section 4), Service Provider will be solely responsible for determining how to perform the Services, and Spin will have no right to, and will not, control or prescribe the manner, method or means that Service Provider uses to complete the Services.

d. Nothing herein will preclude Service Provider from providing similar services to any other business, including a business directly competing with Spin. Such services may be performed concurrently with the Services during the Term of this Agreement, provided that such concurrent services do not hinder Service Provider's performance of the Services during such Term [or conflict with Service Provider's obligations under this Agreement]. Notwithstanding the foregoing, Service Provider will not divert or attempt to divert any Spin riders to a competitive service.

e. Service Provider acknowledges and agrees that it is responsible for complying with all laws and regulations applicable to its performance of the Services.

f. Failure to comply with any part of this Section 4 will constitute a material breach of this Agreement.

#### **5. Fees and Invoicing.**

a. As consideration for the Services provided by Service Provider and other obligations, Spin shall pay to Service Provider the Fees specified in Exhibit A attached hereto. Service Provider's failure to complete the Services may result in a reduction in Fees owed to Service Provider.

b. Reserved.

c. Entire Amount; Expenses. The Fees paid to Service Provider pursuant to this Agreement constitute the entire amount to be paid by Spin for performance of the Services by Service Provider. Service Provider acknowledges and agrees that it is solely responsible for all costs and expenses arising from its performance of the Services, including but not limited to costs related to equipment, unless otherwise specified herein. Except as otherwise required by law, Service Provider assumes all risk of damage or loss to any equipment used to perform the Services.

d. Reporting. Spin will report all Fees paid to Service Provider on a calendar-year basis, using an IRS Form 1099. Service Provider agrees to report all such payments to the appropriate federal, state and local taxing authorities. Upon execution of this Agreement, Service Provider will provide Spin with its business license number and federal employer identification number (if any).

e. Disputes. Payment by Spin to Service Provider under the terms of this Agreement will be deemed complete and accurate unless disputed in accordance with the following requirements. To dispute a payment, Service Provider must submit written notice of the dispute to Spin within thirty (30) days of receipt of payment.

#### **6. Relationship of the Parties.**

a. This Agreement is made between co-equal, independent business enterprises that are separately owned and operated. The Parties intend this Agreement to create an independent contractor relationship between Spin and Service Provider, and not that of employer and employee. Neither Party will have the right to bind the other by contract or otherwise, except as specifically provided hereunder.

b. By executing this agreement, Service Provider represents and warrants each of the following:

i. Service Provider is an INDEPENDENT CONTRACTOR, not a joint venturer with, or franchisee, partner, agent, or employee of Spin and understands that this Agreement creates the relationship of principal-independent contractor, not employer-employee.

ii. Reserved.

iii. Reserved.

iv. Prior to any employee of Service Provider performing any Services hereunder, Service Provider shall ensure that such employee has the legal right to work in the United States.

v. Service Provider has no power or authority to incur any debt, obligation, or liability on behalf of Spin.

vi. Service Provider will determine the method, details, and means of performance of Services hereunder. Spin has no right to, and will not, control the manner or determine the method of accomplishing performance, including the amount of time Service Provider spends on the Services.

vii. Service Provider will use its own equipment to perform the Services provided hereunder, including its own vehicles (if necessary), personal computers, cell phones, internet service providers, basic office supplies, etc., it being understood that Service Provider's own equipment includes any equipment purchased, leased or otherwise received from Spin.

viii. Service Provider assumes sole liability for and will pay all income taxes, and other reports required by its activities as an independent contractor; and Service Provider will abide by all federal, state, and local laws governing its provision of the Services hereunder.

ix. If at any time Service Provider believes that its relationship with Spin is something other than an independent contractor relationship, Service Provider agrees to immediately notify Spin of this view in writing.

x. Service Provider is solely responsible for making any disclosures required by law or any licensure it may hold to any person or entity regarding the provision of the Services hereunder, including disclosing the possibility that it may receive a Charge Reward Fee.

xi. Service Provider shall comply with, and ensure that all of its employees and contractors providing the Services hereunder comply with, all rules, regulations and policies of Spin that are communicated to Service Provider in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures.

xii. Service Provider is responsible for each of its employees and contractors providing the Services hereunder and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

## **7. Spin Representations and Warranties.**

As a condition of entering into this Agreement with Service Provider, and as long as the Parties are subject to this Agreement, Spin represents and warrants to the following:

i. **Legal Requirements.** Spin is in the business of providing dock-less scooters and maintains any and all licenses, permits, and registrations necessary to provide the scooters in the Dayton, Ohio metropolitan area.

ii. **Scooters; Equipment.** Spin certifies that all scooters and equipment provided by Spin to Service Provider meets all industry and regulatory standards and will be in good working condition and is fit for the purpose for which it is intended to be used.

iii. **Spin has no power or authority to incur any debt, obligation, or liability on behalf of Service Provider.**

iv. Spin will notify Service Provider in the event its permit to operate in Dayton is rescinded or materially altered by the City of Dayton, within 2 days of receiving such notice from the City of Dayton.

8. **Changes.** No changes, modifications or waivers to this Agreement shall be effective unless in writing and signed by both Spin and Service Provider.

9. **Indemnity.**

a. To the extent permitted by governing law, each Party (the "Indemnifying Party") hereby agrees to indemnify, defend and hold harmless the other Party and its affiliates, and their respective employees, officers, directors and agents (the "Indemnified Party") from and against any and all claims, demands, suits, losses, liabilities, damages, settlements, costs and expenses, including reasonable attorneys' fees ("Claims"), to the extent resulting from (i) the negligent or intentional acts and/or omissions of the Indemnifying Party or any person or entity employed or engaged by the Indemnifying Party, including without limitation, negligent or intentional acts and/or omissions that result in property damage or personal injury to, or death of, any person, (ii) the Indemnifying Party's breach in their performance of this Agreement, (iii) tax liabilities and responsibilities for payment of all federal, state and local taxes, including without limitation all payroll taxes, self-employment taxes, workers' compensation premiums, and any contributions imposed or required under federal, state and local laws, with respect to the Indemnifying Party, and/or (iv) costs of Indemnifying Party's business sought to be paid by the Indemnified Party, including without limitation costs of wages (or back wages), employee benefits, insurance or regulatory licenses, permits or fines.

10. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE OR RESPONSIBLE FOR ANY: (A) ERRORS, MISTAKES OR INACCURACIES OF THE SPIN APP; (B) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SPIN APP; (C) ERRORS OR OMISSIONS IN ANY CONTENT OR LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE THROUGH THE SPIN APP; (D) BUGS, VIRUSES, TROJAN HORSES OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SPIN APP BY ANY THIRD PARTY (UNLESS CAUSED BY THE NEGLIGENT OR INTENTIONAL CONDUCT OF SPIN OR ITS EMPLOYEES); OR (F) UNAUTHORIZED ACCESS TO OR USE OF SPIN'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN BY ANY THIRD PARTY (UNLESS CAUSED BY THE NEGLIGENT OR INTENTIONAL CONDUCT OF SPIN OR ITS EMPLOYEES). IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CLAIM FOR ANY INDIRECT, WILLFUL, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF BUSINESS PROFITS, ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

IN NO EVENT SHALL SERVICE PROVIDER'S LIABILITY TO SPIN EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY SPIN TO SERVICE PROVIDER IN THE THREE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

**11. Confidentiality.**

a. Confidential Information. The Parties understand that the service arrangement created by this Agreement requires the Parties to disclose and exchange confidential, proprietary and other sensitive or non-public information regarding their operations or customers (collectively, "Confidential Information"). The Confidential Information includes without limitation: (i) identities and contact information of Spin customers and riders; (ii) personal information of customers and riders (such as email address, phone number, and address); (iii) fees and billing practices; (iv) strategic plans; (v) marketing and advertising materials; (vi) data regarding methods, formulae, systems, data processes and technology (including rating system); and (vii) agreements, notices and other correspondence between Spin and Service Provider. Confidential Information also includes the terms of this Agreement.

b. Use and Disclosure. The Parties agree to use each other's Confidential Information solely to effectuate their respective obligations hereunder, and will not disclose each other's Confidential Information to any third parties; provided, however, that Confidential Information may be disclosed to such Party's employees, agents, contractors, subcontractors and representatives who have a need-to-know such information to perform its obligations under this Agreement, and are subject to confidentiality obligations at least as restrictive as those herein. Each Party will be responsible for any breach of this provision by its employees, agents, contractors, subcontractors and representatives. This Section 11(b) will not apply to Confidential Information which: (i) was in the public domain at the time it was communicated to the recipient or subsequently enters the public domain through no fault of the recipient; (ii) the recipient can prove was independently developed by recipient or already known to recipient at the time of receipt (without violation of its obligations hereunder); (iii) was rightfully communicated to recipient, free of any obligation of nondisclosure or restriction as to use; or (iv) is required to be disclosed pursuant to judicial order or other compulsion of law, including but not limited to, Service Provider's requirements to disclose certain contractual agreements because of Service Provider's status as a political subdivision, provided that recipient will promptly notify the other Party of such requirement, and will comply with any protective or similar order imposed on such disclosure. In the event of an unauthorized disclosure of Confidential Information, the recipient will bear the burden of proving that one or more of the foregoing exceptions apply.

c. Ownership. All Confidential Information will remain the exclusive property of the disclosing Party. Nothing in this Agreement will be deemed to grant a Party any rights in or to the Confidential Information disclosed by the other Party, or any part thereof.

d. Breach. In the event of a breach of this Section 11, the aggrieved Party will have the right to demand the immediate return of all Confidential Information. The Parties specifically acknowledge that the unauthorized use or disclosure of Confidential Information would result in irreparable harm for which there is no adequate remedy at law, and in such event the aggrieved Party will be entitled to seek an injunction, or any other remedy available at law or in equity to prevent further unauthorized use or disclosure, and that no bond will be required. Failure to comply with any material part of this Section 11 will constitute a material breach of this Agreement.

**12. Term; Termination.**

a. Termination. This Agreement will commence on the Effective Date and will continue for a period of twelve months, unless terminated earlier pursuant to the provisions of this Agreement (the "Term").

i. Material Breach. Either Party may terminate this Agreement immediately (subject to any applicable cure period) in the event of the other Party's material breach of any provision of this Agreement by giving written notice to the other Party identifying the breach or breaches relied upon.

Examples of material breach include, without limitation, the following:

1. Any Party's violation of applicable law or regulation in connection with the performance of the Agreement, whether or not such violation resulted in legal action;
2. Any act or omission negatively impacting the other Party's reputation or relationship with riders or customers using the Platform (including rude, obscene, negligent or otherwise unprofessional conduct while performing the Agreement);
3. Any action or omission threatening the safety of the other Party's employees, contractors, or any rider or delivery customer (including without limitation reckless driving or biking, threats or aggression, stalking and/or contacting individuals without permission); or
4. Being under the influence of illegal substances, alcohol or marijuana while performing the Services.

ii. Spin may terminate the agreement by giving 30 days' notice, in the event its permit to operate in Dayton is rescinded or materially altered by the City of Dayton; [REDACTED]

**"Loss Rate"** shall be defined as the number of lost scooters divided by the average number of Deployed Scooters per day for the preceding month. For purposes of reporting, **"Deployed Scooters"** shall mean an average of the number of scooters deployed each operating day of the prior month, with a scooter being considered deployed during a day if it was rentable by a customer during that day, and **"Lost Scooters"** shall mean those scooters that were found to be destroyed, not locatable, or not accessible during the prior month. Scooters found to be destroyed, not locatable, or not accessible at any time during the month but then located and re-deployed, or repaired and re-deployed, during that same month do not count as lost for that month.

[REDACTED]

iii. Obligations on Termination. Upon termination of this Agreement for any reason, Service Provider will immediately, at its sole expense, return to Spin any Spin property provided to Service Provider. If Service Provider fails to return any Spin property, Service Provider agrees that Spin may withhold any amount that Spin owes to Service Provider including any Fees.

iv. Survival. The rights and obligations set forth in Sections 5, 6, 7, 8, 9, 10, 11, 12, 14 and 15 of this Agreement will survive the termination of this Agreement, and will continue in effect and inure to the benefit of and be binding upon the Parties and their legal representatives, heirs, successors and assigns.

v. Spin App. Notwithstanding anything to the contrary in this Agreement and without prior notice or liability to Service Provider, Spin may change or restrict Service Provider's access to the Spin App, either temporarily or permanently, if Service Provider is or is reasonably suspected of being in breach of this Agreement.

b. Service Arrangement. The Parties acknowledge that the term of this Agreement does not reflect an uninterrupted service arrangement. In no event will Spin guarantee to Service Provide that any particular number of scooters will be available to be deployed, picked-up or charged on any day during the Term of this Agreement.

13. Reserved.



14. **Governing Law; Venue.** This Agreement shall be governed by the laws of the state Ohio without regard for choice-of-law provisions. The Parties consent to personal and exclusive jurisdiction and venue in the state or federal courts located in Montgomery County, Ohio. This Governing Law Section shall apply to the Parties hereto, notwithstanding any choice of law provision in the User Agreement.

15. **Miscellaneous.**

a. Assignment. Service Provider may not assign this Agreement without the prior written consent of Spin. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of any permitted successors and assigns.

b. Severability. If any provision of this Agreement is found to be unenforceable or unlawful, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

c. Waiver. Failure of either Party to enforce any provision of this Agreement will not be construed as a waiver thereof, or as excusing the other Party from future performance

d. Headings. Headings appearing in this Agreement are for convenience only and do not in any way limit, amplify, modify or otherwise affect the terms and provisions of this Agreement.

e. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument. A facsimile or copy of a signature is valid as an original.

f. Entire Agreement. This Agreement, together with any appendices attached hereto, sets forth the default provisions governing Spin's engagement of Service Provider for the provision of the Services, and supersedes any and all previous agreements between the Parties, whether written or oral. Unless otherwise agreed to in a writing executed by both Parties, this Agreement is the entire Agreement between the Parties with respect to the subject matter herein.

EACH PARTY ACKNOWLEDGES, REPRESENTS AND WARRANTS THAT IT HAS THE RIGHT, AUTHORITY AND CAPACITY TO ENTER INTO THIS AGREEMENT, HAS READ AND FULLY UNDERSTANDS THE PROVISIONS OF THIS AGREEMENT AND HAS HAD SUFFICIENT TIME AND OPPORTUNITY TO CONSULT WITH PERSONAL FINANCIAL, TAX AND LEGAL ADVISORS PRIOR TO EXECUTING THIS AGREEMENT.

The parties have executed this Charging and Delivery Services Agreement as of the Effective Date.

**"SPIN"**

**SKINNY LABS INC. (DBA SPIN)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**"SERVICE PROVIDER"**

**GREATER DAYTON REGIONAL TRANSIT  
AUTHORITY**

By: \_\_\_\_\_

Name: Mark Donaghy

Title: Chief Executive Officer



EXHIBIT A

Definitions

- "Broken Scooter" [REDACTED]
- "Deployable Scooter" [REDACTED]
- "Deployed Scooter" [REDACTED]
- "Lost Scooter" [REDACTED]
- "Operating Day" [REDACTED]
- "Relocated Scooter" [REDACTED]
- "Scrap Scooter" [REDACTED]
- "Service Area" [REDACTED]

**Description of Services**

On every Operating Day, the Service Provider shall:

- Deploy [REDACTED] at deployment areas identified on the Platform before 8AM local time. [REDACTED]
- Collect all Deployed Scooters located within Service Provider's Service Area [REDACTED]

If a Deployed Scooter runs out of battery on any Operating Day, the Service Provider may pick-up, charge, and re-deploy that Deployed Scooter on the same day, at Service Provider's sole discretion.

Additionally, Service Provider shall provide a written report to Spin on a weekly basis. [REDACTED]

The written report will be a spreadsheet, Service Provider and shared through email with Spin. Spin will support the Service Provider in tracking scooters deployed, Lost and Relocated, through the use of its internal tools.

Spin may decide, at its sole discretion, to replace any Broken Scooter, Scrap Scooter or Lost Scooter with a Deployable Scooter.

Service Provider shall:

- Use an electronic platform designated by Spin [REDACTED]  
[REDACTED]
- Perform timely repairs to Broken Scooters as needed. All repairs shall be completed in compliance with Spin's safety standards and in accordance with Spin's standard operating procedure. [REDACTED]  
[REDACTED]
- Any Broken Scooter that cannot be repaired by Service Provider in accordance with the standards set forth above shall be reported to Spin in a timely manner as a Scrap Scooter. Spin reserves the right to deploy a Deployable Scooter in the place of such Broken Scooter or Scrap Scooter.
- Upon receipt of communication from Vendor Manager, remove from the Service Area any Broken Scooter within 2 hours.
- Upon Vendor Manager request, relocate a Deployed Scooter within the Service Area("Complaint Response")

[REDACTED]

[REDACTED]

[REDACTED]