

SHARED MICROMOBILITY AGREEMENT AND MEMORANDUM OF UNDERSTANDING

by and between
CITY OF NEW HAVEN,
and
VEO

This **SHARED MICROMOBILITY AGREEMENT AND MEMORANDUM OF UNDERSTANDING** (hereinafter the “Micromobility Agreement”), by and between the **CITY OF NEW HAVEN**, a Connecticut municipality with an office and place of business at 165 Church Street, New Haven, Connecticut 06510 (hereinafter “CITY”), and **VEO**, a California corporation, with a mailing address of 1334 Third Street Promenade, STE 300, Santa Monica, CA 90401 (hereinafter “VEO”). The foregoing parties are hereinafter referred to collectively as the “Parties”.

WHEREAS, Micromobility is defined as new modes of short-trip, urban transportation, including light vehicles such as pedal bicycles, electric-assist bicycles, and electric scooters, typically accessed by users via a mobile app.

WHEREAS, Pursuant to a Request for Proposals (“RFP”) facilitated by the Capitol Region Council of Governments (“CRCOG”), VEO was selected to implement a regional micromobility system at no cost to New Haven, Connecticut, and other participating municipalities; and

WHEREAS, VEO’s response to CRCOG’s RFP for micromobility services has been incorporated herein as Appendix A; and

WHEREAS, CRCOG and VEO have entered into a Professional Services Agreement to facilitate implementation of said regional micromobility system; and

WHEREAS, CRCOG, VEO, and CITY have entered into a Side Letter Agreement formally acknowledging CITY’s participation in the regional micromobility system as a member of the Capitol Region Purchasing Council and acknowledging CITY’s agreement to be bound by the terms of the Professional Services Agreement; and

WHEREAS, the CITY and VEO desire to enter into and execute this Micromobility Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and adequacy of all of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Period of Performance.** Except as otherwise provided in this Micromobility Agreement, the term of this Micromobility Agreement shall commence on the date of execution of this Micromobility Agreement by the CITY (the “Effective Date”) and shall continue for an initial term of no more than one (1) year. The CITY shall, in its sole and absolute discretion, have the option to extend this Micromobility Agreement for a second successive term of no more than one (1) year, provided that

the City shall have given VEO notice of the CITY'S intention to exercise its option to so extend this Micromobility Agreement no later than forty-five (45) calendar days prior to the expiration of said initial term, with said extension being effectuated by an amendment of this Micromobility Agreement upon such terms and conditions as are agreeable and acceptable to the parties hereto. Thereafter, this Micromobility Agreement shall automatically renew for no more than two (2) successive additional terms of no more than one year per additional term unless the CITY or VEO shall provide the other parties hereto with at least ninety (90) calendar days written notice of its intention to terminate this Micromobility Agreement.

2. **Single Point of Contact.** The CITY and VEO will each assign a single point of contact, who will also act as the project manager ("Project Manager") with respect to this Micromobility Agreement. In the event that there is a change in project manager, the affected party shall provide written notice of the change and applicable personnel replacement to the other party. The respective points of contact are designated below:
 - a. CITY Project Manager: Sandeep Aysola saysola@newhavenct.gov
 - b. VEO Project Managers: Jeff Hoover jhoover@veoride.com (716) 432-0848, Tiannis Coffie tcoffie@veoride.com; Paul Webb pwebb@veoride.com, NHVops@veoride.com

Notwithstanding the foregoing in this section, each project manager may designate ("designee") an alternate contact for day-to-day inquiries, reports, and/or other logistics.

3. **Micromobility Devices.** The micromobility fleet shall be comprised only of devices identified as identified in VEO's response to CRCOG's RFP. Notwithstanding the foregoing in this section, the CITY, through the written approval of the Project Manager or the Designee, reserves the right to expand or subtract the list of micromobility devices.
4. **Launch Deliverables.** VEO shall, upon full execution of this Micromobility Agreement, develop and submit a Project Plan and Timeline ("Deliverables") to the CITY's Project Manager or Designee for written approval and acceptance. The Deliverables must include a description of the major milestones and timeline for the launch during the first year of the Micromobility Agreement. Unless otherwise notified by the CITY, the Project Manager shall, within ten (10) working days of receipt of the Deliverables, notify VEO, in writing, of the acceptance or rejection of said Deliverables. Any rejection must be submitted in writing with a written description of the basis therefore, and VEO will, upon receipt of such rejection, act diligently to correct the specified defects and deliver an updated version of the Deliverables to the CITY. The revision process will repeat until the Project Manager acting on behalf of the CITY accepts, in writing, the Deliverables.
 - a. **Deployment.** VEO shall utilize an operations and maintenance plan as provided in its response to CRCOG's RFP that ensures the safety, accessibility and responsible placement and deployment of micromobility devices while also clarifying daily micromobility device rebalancing, deployment hubs, number of devices per hub, and distribution strategies. The CITY reserves the

- right to approve final locations and may veto any proposed parking locations.
- b. **Maintenance.** VEO shall adhere to its maintenance schedule and plan as provided in its response to CRCOG's RFP. This includes, but not limited to, equipment inspection, other regular maintenance, and repair and replacement by VEO consistent with or exceeding the applicable manufacturer's recommendations.
 5. **Service Area.** The service area for the micromobility system will be defined in EXHIBIT A and may be referred to as SERVICE AREA. Following review of the initial launch of the micromobility system, the service area may be increased to additional neighborhoods within the CITY through the written approval of the Project Manager or Designee. VEO shall establish a geofence around the perimeter of the service area. The CITY, through the written approval of the Project Manager or Designee, reserves the right to amend the service area at any time. In the event that the CITY chooses to amend the service area, VEO shall make the required adjustment(s) no later than seven (7) days from its receipt of written notice of such decision, unless otherwise agreed by both Parties in writing. All of the foregoing in this Section 5 may be accomplished in accordance with the notice provisions in Section 22 hereof and without having to formally amend this Micromobility Agreement.
 6. **Target Fleet Size.** The "Target Fleet Size" shall be the maximum number of available devices allowed in the CITY service area. Beginning on the Effective Date of this Micromobility Agreement, the Target Fleet Size shall be limited to three hundred (300) devices with a buffer of +/- 10% of the approved fleet. Following review of the initial launch of the micromobility system, the Target Fleet Size may be increased to a device count necessary to serve the new service area through the written approval of the Project Manager or Designee by way of notice in accordance with Section 22 of this Micromobility Agreement and without having to formally amend this Micromobility Agreement.

 - a. The CITY, through the written approval of the Project Manager or Designee in accordance with the notice provisions in Section 22 hereof and without having to formally amend this Micromobility Agreement, and notwithstanding the foregoing and irrespective of any other provision in this Micromobility Agreement, reserves the right to modify the Target Fleet Size at any time. In the event that the CITY chooses to modify the maximum number of available devices in the Target Fleet Size, VEO shall make the required adjustment(s) no later than seven (7) days from its receipt of written notice of such decision, unless otherwise agreed by both Parties in writing.
 - b. The Target Fleet Size may also be temporarily modified through the Winter Weather Plan as required by Section 13 of this Micromobility Agreement.
 - c. The CITY must approve the makeup of the Target Fleet Size, specifically the number of devices for each model identified in Section 3 hereof.
 7. **Education and Safety.** VEO shall make a reasonable attempt and good faith effort to educate users about safe and respectful riding behaviors on a periodic basis. Topics covered may include, but not be limited to, traffic laws; riding location information (no ride zones, slow zones, parking zones, sidewalks, etcetera); helmet

wearing; rules for parking; and any other appropriate instructions. At minimum, VEO shall share educational information through one user app notification, participation at one local event, and one email per active quarter. Users shall also be notified of relevant traffic safety considerations at the time of registration and on a quarterly basis. In addition to the above, VEO shall provide the engagement and educational efforts as noted in their response to the CRCOG RFP.

8. **Customer Service.** At minimum, VEO shall respond to issues reported to the CITY through the SeeClickFix system, CITY staff intake, or VEO's customer service platform to enable members of the public to ask questions, report micromobility devices that are damaged or improperly parked, request refunds, or otherwise receive support. The CITY may require VEO to submit information on complaints received and the follow-up response provided.
9. **Enforcement.** At the recommendation of the CITY Project Manager or Designee, and with the written approval of the Director of Transportation, Traffic, and Parking or the designee(s) of the Director of Transportation, Traffic, and Parking, a schedule showing a list of Reported Issues and a list of the maximum allowed Response Period for each Reported Issue may be promulgated from time to time by the CITY (the "Schedule"). At the time of the full execution of this Micromobility Agreement, the CITY shall provide to VEO the then-current Schedule. The CITY Project Manager or Designee, may also issue, in writing, in accordance with the notice provisions in Section 22 hereof, a grace period or waiver for individual cases if inclement weather, hazardous conditions, property access issues, and/or other special circumstances prevent the safe and timely Response to the Reported Issue(s). The Schedule may be modified from time to time at the CITY's sole and absolute discretion, provided that the CITY shall endeavor to give VEO reasonable written notice of any such modification in accordance with Section 22 hereof and without any formal amendment hereof.

Notwithstanding the foregoing in this Section 9, and irrespective of any provision in this Micromobility Agreement, in any circumstance where a micromobility device poses imminent or hazardous emergency, traffic safety, or other significant public safety impacts as determined in the CITY'S sole and absolute discretion, VEO shall, upon receiving communication from the CITY, respond to the reported.

Communication as contemplated in this Section 9 from the CITY may include, but not be limited to, CITY staff's direct phone call to VEO's Operations Manager, reports forwarded to the HRTops@veoride.com email through the CITY's SeeClickFixIt system, and emails to VEO's Operations Manager with the VEO Project Manager on copy.

However, the CITY may also directly address the observed or reported issues in order to mitigate any hazardous or nuisance conditions. This may include moving the applicable device(s) away from the affected area(s). The City may also move and/or remove, at the sole cost and expense of VEO, any micromobility device parked in one location for more than seven (7) consecutive days following notice to

VEO or its successors thereof.

The CITY may determine whether VEO has failed to address any reported issues in compliance with the schedule provided (or as amended). The CITY, at its sole and absolute discretion, may decrease the Target Fleet Size should it observe VEO's repeated failure or gross negligence to address reported issues. Target Fleet Size reductions will be communicated to VEO in writing in accordance with the notice provisions in Section 22 of this Micromobility Agreement without the need for a formal amendment hereof.

- 10. Parking.** Micromobility devices must not be parked within a: transit pull-in zone, transit shelter, loading zone, accessible parking zone (or other facilities specifically designated for accessibility), tree well, curb ramp, entryway, driveway, or parklet. Micromobility devices must not be parked in a manner that blocks access to: a fire hydrant, accessible parking zones (or other facilities specifically designated for accessibility), or other street furniture. Use of public sidewalks must:
- a. not adversely affect the streets or sidewalks;
 - b. not inhibit pedestrian movement; or
 - c. create conditions that are a threat to public safety and security.

Micromobility devices shall be parked at a designated micromobility corral, and/or public device rack, public sidewalks per the above terms, or other locations expressly permitted by CITY that is consistent with governing laws and regulations. To encourage proper parking, VEO shall inform customers of how to park its micromobility devices appropriately. VEO shall also require that all users take a photo of the parked device before ending the first trip and implement strategies to compel users to take the trip-end photo for future trips. VEO shall also provide instructions within the app that assure riders take Trip-End Photos that clearly show if a device is properly parked. Trip-end photographs shall not be required for users that access their rental without using a smartphone.

11. Equity and Access.

- a. VEO shall establish and maintain a reduced-fare program to support equitable access and service. The Veo Access program, as defined in- but not limited to- VEO's response to CRCOG's RFP, shall fulfill the requirements of this Section 11(a), provided that the program in New Haven be modified to offer two free fifteen-minute rides in lieu of the standard one thirty-minute free ride. VEO shall bear any costs associated with a rider's use of the reduced-fare program. If the reduced fare program or corresponding discount are further modified, VEO shall provide the CITY with written notice thirty (30) days in advance of such changes taking effect. Should there be any deviation(s) from the equity program as proposed in VEO's response to CRCOG's RFP, the parties hereto agree that they will seek written approval from CRCOG in order for such deviation(s) to be effective.
- b. In addition, during active months of operation, there shall be an equitable distribution of the fleet among the neighborhoods included in the service area, except during interruption of services as described in Section 12 of this

Micromobility Agreement. The CITY shall establish a required equity threshold and/or metric at the recommendation of its managing staff and with the written approval of the CITY Project Manager or Designee . The CITY shall consult with VEO to analyze data, pilot deployment modifications, and utilize other mechanisms to help determine an appropriate measure that is responsive to equity needs and rider demand. The CITY may adjust the established measure with the written approval of the CITY Project Manager or Designee.

12. **Interruption of Services.** The CITY may require VEO to reduce, deactivate, and/or remove the fleet in part or citywide during special circumstances. This may include, but is not limited to, special events that affect public spaces and/or inclement weather events or orders issued through the National Weather Service, the State of Connecticut, or the CITY. Outside of changing weather conditions or otherwise unforeseeable circumstances, the CITY will endeavor to give VEO written notice at least two (2) days in advance of any proposed interruptions.
13. **Winter Operations.** The shared micromobility system is envisioned to be a year-long system with service through all four seasons. However, the CITY, at its sole and absolute discretion for the first 12-months of operations, may choose to pause – in part or in whole – the micromobility program during the winter season. The CITY shall consult with VEO on the decision to continue micromobility operations during cold weather months. The CITY and VEO shall mutually agree whether to operate during each winter following the initial 12-month period.
 - a. Should the CITY allow continued operations during cold weather months, VEO shall provide the CITY Project Manager or Designee with a winter weather plan that:
 - i. Aligns with the CITY’s snow parking ban process and existing protocols for storms by size;
 - ii. Accounts for and addresses other extreme conditions such as freezing rain, below freezing temperatures, high winds, obstructions from accumulated snow, etcetera;
 - iii. Indicates the estimated length of time and number of VEO staff members needed to pull the entire fleet in the event of a severe weather forecast; and
 - iv. Ensures the CITY will be notified of the general location and number of any devices that were deactivated, but not retrieved. Notwithstanding notification concerning the foregoing, VEO has been forewarned as to the risks of operating during winter conditions, and hereby agrees to indemnify, defend and hold harmless the CITY for any damage or liability caused to or by the micromobility devices during the course of CITY snow removal operations.
 - b. Upon written approval of the winter weather plan by the CITY Project Manager or Designee, the winter weather plan shall automatically be annexed to and incorporated into this Micromobility Agreement by reference and through the notice provisions in Section 22 hereof and without the need for a formal amendment.

14. **Pricing.** VEO's customer pricing structure shall be as provided in its response to CRCOG's RFP. Pricing must be reasonable, transparent and easy to understand for the public. Should VEO and CRCOG come to mutual agreement as it pertains to changes in pricing, VEO shall provide the revised pricing structure to the CITY in writing with thirty (30) days' prior written notice in accordance with the notice provisions of Section 22 hereof.

15. Reporting and Provision of Data.

- a. **Regular Reporting.** VEO shall provide regular status reports and schedule regular meetings with the CITY, as necessary. Meetings may include participation from CRCOG and/or others as required during the project.
- b. **Data Reporting.** VEO shall provide New Haven micromobility data to the CITY in the form of an online dashboard with the statistics as noted below. Data shall be made available within thirty (30) days of generation.
 - i. Total Ridership (with percent change month-to-month and year-to-year).
 - ii. Routes and geographic trends in supply/demand within the municipality.
 - iii. Average Available Vehicles (including average value and percent change month-to-month and year-to-year).
 - iv. Program Participation (Equity program and other initiatives as they arise, as well as percent change month-to-month and year-to-year).
 - v. Trips Per Vehicle Per Day (including total value and percent change month-to-month and year-to-year).
 - vi. Vehicle Loss Count and Rate.
 - vii. Total Estimated Greenhouse Gases Avoided (or similar proxy).
 - viii. Aggregated Survey Responses.
 - ix. Average % of Ridership during Peak Hours.
 - x. Average Trip Cost, Distance and Duration.
 - xi. Parking Corral Usage.
 - xii. Trip Origins, Destinations, and Routes.
 - xiii. Reported Collisions.
 - xiv. Deployment Hubs (Location and Capacity).

VEO may fulfill its data reporting obligations as a combination of written reports and use of an online data dashboard of its sole discretion. In addition to the above, VEO shall, at least every three (3) months, provide the CITY with a report including the following information:

- Total Ridership by Neighborhood
- Equity Program Participation (Average and total cost savings, average trip length, average number of trips taken per rider, % of total number of riders and rides taken).
- Education and Engagement Efforts. broken down by neighborhood.
- Equity program and other initiatives as they arise, as well as percent change month-to-month and year-to-year).

- c. **Alternate Forms of Data Reporting.** If the CITY chooses to develop or pursue additional methods of data analysis, VEO shall provide Mobility Data Specification (MDS) to support these efforts.
 - d. **Alternate Requests.** This section will not preclude the CITY from making additional reasonable requests for information during the course of this Micromobility Agreement.
 - e. **Intentional Destruction.** VEO shall promptly disclose to the CITY any patterns of vandalism, sabotage, or other intentional destruction of its devices that render the devices unsafe to operate.
 - f. **Public Data Reporting.** The CITY may share aforementioned data and other information resulting from this Micromobility Agreement (in part or in whole) with the public, unless otherwise explicitly noted as confidential or proprietary (per local, state, and/or federal definitions). The CITY may work with VEO in crafting content for public consumption to ensure accurate and fair representation of the data.
 - g. **Data Security.** As part of this Micromobility Agreement, VEO must adhere to and comply with all State, Municipal and/or Federal statutes, laws, codes, ordinances, regulations and policies related to data privacy and security breaches and Payment Card Industry ("PCI") standards now in effect or implemented throughout the Term of this Micromobility Agreement.
16. **Micromobility Corrals.** "Micromobility Corrals" are defined as designated, delineated or demarcated shared micromobility device parking locations. The City may define locations and install markings and/or signage for use as corrals.
- a. VEO hereby acknowledges and agrees that all corral activities shall be conducted in compliance with applicable laws, codes, ordinances and regulations, and will be completed at VEO's sole cost and expense, utilizing resources and materials approved by CITY's Department of Transportation, Traffic, and Parking.
 - b. Except as otherwise provided hereinbelow in Section 16c, VEO accepts the Micromobility Corrals in "As-Is" condition with no representations from the CITY as to suitability for the intended use and with any and all faults and/or hazards therein and thereon as may exist.
 - c. VEO may recommend, in writing, modifications to the locations provided in Appendix B or per Sections 16(f) and (g), should they determine that to their best judgment, the locations are not suitable for use as micromobility corrals. Should the CITY not accept VEO's recommendation, such determinations must be made in writing, and VEO shall not be required to indemnify, defend, and hold the CITY harmless from claims related to location and placement of the subject corral(s).
 - d. VEO shall indemnify, defend and hold the CITY harmless from and against any and all claims arising out of the Micromobility Corral installation activities or the exercise of VEO's rights under this Section 16. It is understood, acknowledged and agreed that the insurance provided by VEO under this Micromobility Agreement shall be applicable for corral installation activities. With respect to any contractors or subcontractors engaged by VEO, said contractors or subcontractors shall be required to provide the CITY with a certificate of

- insurance showing both the CITY as an additional insured.
- e. VEO will restore the Micromobility Corrals to their original condition if there is any damage or if there is any installation inconsistent with the CITY's approved standards done by VEO or its agents or contractors as an ordinary result of the activities conducted by VEO, or its agents or contractors.
 - f. Outside of the locations identified in Appendix B, and where the corral is within the sidewalk or public right of way the CITY, through the written approval of the CITY Project Manager or Designee, reserves the right to grant VEO and its employees, contractors, and subcontractors, access to the CITY's public sidewalks and rights-of-way for the installation of Micromobility Corral(s), subject to revocation for good cause as articulated by the City in writing. Such written permissions must indicate the specific location and size allowed for the proposed corral(s). Any rejection hereunder of any location for a corral by the CITY is final and will be accompanied by a written explanation as to the reason for the rejection.

17. Warranty. VEO makes the following warranties with respect to services and products delivered under this Micromobility Agreement:

- a. VEO's services shall be performed in accordance with the specifications and description of services as set forth in this Micromobility Agreement and CRCOG's RFP and the MOU between Veo and CRCOG.
- b. **Compliance with Financial Obligations of the CITY.** VEO hereby agrees that at all relevant times, all taxes and other monetary obligations owed by VEO to CITY with respect to property owned by VEO and any other relevant matters shall be and remain current.

Subcontractors. Veo may use subcontractors to perform work under this Micromobility Agreement subject to the prior written approval of the CITY. The hiring of a subcontractor or other third-party vendor by VEO or the utilization of a third-party vendor's products or services shall not eliminate or reduce VEO's obligations as prime contractor under this Micromobility Agreement. VEO is not permitted to transfer City data to any other third party, including, without limitation, subcontractors, without prior written approval of the CITY.

18. Headings and Captions. Headings and captions used in this Micromobility Agreement are merely for the convenience of the parties hereto and do not have any impact whatsoever on the substance of this Micromobility Agreement.

19. Indemnification Obligation and Liability Limitation. The CITY shall have no liability or responsibility for the acts and/or omissions of VEO or VEO's agents, servants, officers, employees, managers and/or subcontractors. VEO shall indemnify, defend and hold harmless both the CITY, including the agents, servants, officers, officials and employees of the CITY from and against third-party claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages the Indemnified Parties may sustain which arise out of or are in

connection with VEO's negligence, recklessness and/or intentional conduct , or the negligence, recklessness and/or intentional conduct of Veo's agents, servants, officers, employees, managers and/or subcontractors. VEO shall at no time be considered an agent or representative of the CITY. After prompt notification of a claim by an Indemnified Party, VEO shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The Indemnified Parties shall not be liable for any costs incurred by VEO arising under this Section.

As used herein, damages shall include, without limitation, damages to the CITY as a result of third-party claims, provided, however, that the foregoing in this Section in no way limits the right of recovery by the City for personal injury or property damages or patent and copyright infringement under this Section nor CITY's ability to join VEO as a third-party defendant. Further, damages shall not include, and in no event shall the CITY be liable for, damages for VEO's use of VEO-provided products or services, loss of VEO's records, data, or intangible property, loss of use of equipment, lost revenue, lost savings and/or lost profits of VEO.

VEO shall purchase and maintain insurance throughout the term of this Micromobility Agreement with the CITY in accordance with the CITY's minimum requirements and VEO's response to CRCOG's RFP thereto. In particular, but without limitation, said insurance shall list the CITY as an additional insured on a primary and non-contributory basis where appropriate, and provide a waiver of subrogation in favor of the CITY, VEO shall bear the risk of loss for any of its materials used under this Micromobility Agreement, for all services and products provided hereunder, and CITY personal or other data which is in the possession of VEO or used by VEO in its performance under this Micromobility Agreement. Notwithstanding any provision in this Micromobility Agreement, this indemnification, defense and hold harmless agreement by VEO shall survive the expiration or termination of this Micromobility Agreement and shall not be limited by reason of insurance coverage provided hereunder.

To the maximum extent permitted by law, no party will be liable to any other party for any indirect, incidental, special, exemplary, punitive or consequential damages, including without limitation lost profits, loss of goodwill, costs to procure substitute services or business interruption, even if advised of the possibility of same, and the foregoing limitations shall not apply to VEO's indemnification obligations hereunder.

- a. **Personal Liability.** VEO may not charge the appointees, officers, officials, employees, agents, or servants of CITY with any liability arising from or related to VEO's performance under this Micromobility Agreement or otherwise.
- b. **Independent Vendor Status.** VEO is an independent vendor and not an employee or agent of the CITY. VEO neither is nor may be obligated under any contract, subcontract, or other commitment that VEO makes, except

as this Micromobility Agreement specifically permits and as the CITY authorizes in advance and in writing. VEO is responsible for all liability to third parties resulting from its negligent acts or omissions or intentional misconduct or that of its agents, consultants, employees, subcontractors or suppliers that arise from or occur during VEO's course of performance under this Micromobility Agreement. VEO and its agents, servants, officers, employees, managers and subcontractors are not entitled to any fringe benefits of any kind under this Micromobility Agreement.

20. Delivery of Communications. Any written notice which any party hereto may desire or be required to give the others shall be deemed sufficiently given if delivered personally, delivered electronically, or sent by registered or certified mail, return receipt requested, addressed to such party at the address set forth below or at such other address as such party shall designate by written notice. Such notice is deemed to be received by the recipient as of the date and the time of the placement of the notice in the possession or control of the delivery agent.

As to CITY:

Attn: Sandeep Aysola
Director, Department of Transportation, Traffic and Parking
City of New Haven
200 Orange St, G3
New Haven, CT 06511

As to VEO:

Attn: Jeff Hoover
Attn: legal@veoride.com
VEO
1334 Third Street Promenade,
STE 300 260 Santa Monica, CA 90401

21. Compliance with Laws. This Micromobility Agreement shall be governed and construed in accordance with the laws, codes, rules, regulations and ordinances of the Federal government, Connecticut and the City of New Haven. The parties hereto are subject to the personal jurisdiction of the State and Federal courts of Connecticut.

22. Termination. The CITY reserves the right to terminate this Micromobility Agreement if VEO breaches any material term or condition and/or fails to perform or fulfill any material obligation required by this Micromobility Agreement and such failure continues more than fifteen (15) days following the CITY's notice to VEO of such breach or failure, or such failure is repeated in excess or due to gross negligence (as determined by the City's sole and absolute discretion), or in the event of an unforeseen public emergency mandating immediate CITY action. Upon immediate notification to the other party, neither CITY nor VEO shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually

beyond their control and without their fault or negligence. Failure of VEO's subcontractors to perform, or price increases due to market fluctuations, or product availability will not be deemed factually beyond VEO's control.

- a. Should VEO terminate service in New Haven, Connecticut, VEO shall inform the CITY at least thirty (30) days prior to termination. VEO shall provide the CITY with a point of contact for addressing concerns, such as, but not limited to, fleet removal.
- b. Should VEO fail to remove its fleet in its entirety within thirty (30) days of termination, the CITY may move and dispose of any unclaimed micromobility devices, at the sole cost and expense of VEO, or its successors thereof.

23. **Assignment.** This Micromobility Agreement may not be assigned in whole or in part by any party without the express prior written consent of the other parties. This Micromobility Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

24. **No Joint Venture.** Nothing in this Micromobility Agreement shall be construed as creating a joint venture between CITY and VEO.

25. **Counterparts.** This Micromobility Agreement may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed an original and all such executed counterparts shall constitute but one and the same instrument. As an alternative to the foregoing, any signature to this Micromobility Agreement transmitted by email and a pdf copy thereof shall be valid and effective to bind the party so signing.

26. **Issue Resolution.** The project managers from each party bear the primary responsibility for ensuring issue resolution. If they are unable to resolve an issue, they are responsible for informing CRCOG and requesting mediation as outlined in the master contract between CRCOG and VEO.

27. **Amendments.** This Micromobility Agreement may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives. To the extent of their authority to do so, the CITY and VEO may require changes in this Micromobility Agreement to be performed hereunder. Such changes which are mutually agreed upon by and between the CITY and VEO shall be incorporated in written amendments to this Micromobility Agreement, which written amendments shall be prepared by the CITY's duly authorized legal representative and executed by the duly authorized representatives of the CITY and VEO.

28. **Severability.** The parties hereto understand, acknowledge and agree that if any part, term or provision of this Micromobility Agreement is held by any court of competent jurisdiction to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this Micromobility Agreement shall not be affected thereby, and the rights and obligations of the parties hereto shall be

construed and enforced as if this Micromobility Agreement did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.

IN WITNESS WHEREOF, the parties hereto have caused this Micromobility Agreement to be executed and delivered by their duly authorized representatives as of the Commencement Date on this signature page.

CITY OF NEW HAVEN

VEO

By: _____

By: _____

Justin M. Elicker, Mayor

Alexander Keating, Head of
Policy and Partnerships

Date: _____

Date: _____

Duly Authorized

Duly Authorized

DRAFT