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LICENSE AGREEMENT
MICROMOBILITY VEHICLE SHARING OPERATIONS

THIS AGREEMENT, made as of the 4th day of May, 2021 by and between the City of Golden Valley, a Minnesota municipal corporation (the "City") and Bird Rides, Inc. a Delaware corporation (herein called "Licensee") (collectively, the "Parties").

WHEREAS, the City has adopted an ordinance to facilitate and regulate Micromobility Vehicle Sharing Operations from the City's Right-of-Way (the "Ordinance"); and

WHEREAS, the City controls certain public rights of way and recreational trails located within its municipal boundaries (the "City Right-of-Way"); and

WHEREAS, the City Right-of-Way contemplated by this Agreement does not cover areas that are not controlled by the City, including but not limited to, all streets, roads, trails, or parkways owned by the Three Rivers Park District, the Minneapolis Park and Recreation Board, and private property owners; and

WHEREAS, Licensee owns a fleet of commercial, Micromobility Vehicles intended or equipped for shared use by paying consumers from right-of-way locations in the City; and

WHEREAS, Licensee's vehicles are Micromobility Vehicles as defined by the Ordinance; and

WHEREAS, Licensee's operation requires use of City Right-of-Way to facilitate the stationing and parking of Licensee's Fleet within the City, and it is considered a Micromobility Vehicle Sharing Operation under the Ordinance ("Licensee's Operation"); and

WHEREAS, Licensee has submitted a written application to the City for a license to implement Licensee's Operation under the provisions of the Ordinance;

WHEREAS, Licensee's license application is incorporated and incorporated herein by reference ("Licensee's Application"); and

WHEREAS, allowing Micromobility Vehicle sharing operations to exist in the City Right-of-Way is likely to promote the public's health, safety, and welfare by encouraging efficient and limited use of traditional motor vehicles, thereby reducing traffic volumes, noise, and air pollution; and

WHEREAS, the City believes Micromobility Vehicle sharing has the potential to help achieve the City's goals around transportation mode share, equitable access, physical and environmental health, and climate change; and

WHEREAS, the City must balance the benefits of Micromobility Vehicle sharing

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operations with its duty to keep streets and sidewalks safe, orderly, and free of unregulated obstructions and encumbrances; and

WHEREAS, this Agreement is intended to outline the terms and conditions under which Licensee will be allowed to utilize the City Right-of-Way during the term of this Agreement.

NOW, THEREFORE, for and in consideration of the following terms and conditions, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

1. *Fleet Vehicle* means a Micromobility Vehicle that is used by Licensee as part of Licensee's Micromobility Sharing Operation.
2. *Furnishing Zone* means the section of the sidewalk between the curb and the sidewalk clear zone in which street furnishings and amenities, such as lighting, benches, newspaper kiosks, utility poles, tree pits, and bicycle parking are provided.
3. *Licensee's Fleet* means all Micromobility Vehicles under Licensee's control that are intended or equipped for shared use by paying consumers from the City's Right-of-Way.
4. *Micromobility Vehicle* has the meaning given to it in Golden Valley City Code, section 24-53(a)(3).
5. *Micromobility Sharing Operation* has the meaning given to it in Golden Valley City Code, section 24-53(a)(4).
6. *Sidewalk Clear Zone* means the accessible, primary pedestrian thoroughfare that runs parallel to the street. The clear zone ensures that pedestrians have a safe, obstruction-free thoroughfare.

ARTICLE II. USE OF CITY RIGHT-OF-WAY

1. Authorization. In accordance with Golden Valley City Code, section 24-53, the City hereby grants a revocable, non-exclusive license to Licensee to implement Licensee's Operation within the City Right-of-Way during the term of this Agreement, subject to all of the terms and conditions set forth herein.

   This authorization is not a lease or an easement, and shall not be construed to transfer any real property interest in the City Right-of-Way or other City property.

2. Additional Uses. Licensee expressly understands and agrees that this Agreement does not grant Licensee or its contactors the ability to exclude, or prohibit others from using, the City Right-of-Way. Licensee further understands and agrees that the City holds its interest in the City Right-of-Way in trust for the public, and that the City's uses, needs, and obligations shall at all times supersede Licensee's privileges under this Agreement.

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ARTICLE III. TERM

The term of this Agreement shall be through January 1, 2022, unless terminated earlier as provided herein. The License set forth in this Agreement may be revoked or terminated at any time, for any reason, in the sole discretion of the City upon twenty-four (24) hours written notice by the City to Licensee. In the event of early termination or revocation, Licensee will be granted a reasonable period of time in which to collect and remove Licensee's Micromobility Vehicles, and any other facilities owned by Licensee, and to restore the City Right-of-Way in accordance with Article VI, Section 4. The provisions of Article VI, Section 9 herein shall survive revocation or termination of this Agreement.

ARTICLE IV. TERMS AND CONDITIONS FOR USE OF CITY RIGHT-OF-WAY

Licensee agrees that it will implement Licensee's Operation in accordance with the following terms and conditions:

1. Fleet size and type

   a. Licensee shall deploy and maintain in service a level of Micromobility Vehicles sufficient to satisfy the demand of the City's residents and visitors. The City may require Licensee to decrease the number of Micromobility Vehicles in its Fleet at any time.

   b. A maximum total of 200 Micromobility Vehicles will be authorized by the City under the Ordinance among all licensees. If more than one license is issued by the City, then each permitted licensee shall be limited to an equal number of Micromobility Vehicles to achieve the maximum total number allowed.

   c. Notwithstanding Sections 1(a) and 1(b), the City reserves the right to unilaterally limit or reduce the maximum number of Micromobility Vehicles in Licensee's Fleet allowed under the Ordinance and this Agreement. If such reduction is related to noncompliance issues governed by this Agreement, then an equivalent reduction may not be applied to separately licensed third parties.

   d. The City will notify Licensee of any increases or decreases applicable to Licensee's Fleet under this section by sending written or emailed notice under Article VI, Section 15 herein. Such increases or decreases shall not require an amendment to this Agreement.

   e. Licensee shall distribute its Fleet throughout the City in a manner that accounts for citizen demand and is consistent with the parking requirements of Article IV, Section 3 herein. Licensee shall not deploy Micrombility Vehicles at inappropriate densities and shall monitor its Fleet density at least once every day and relocate vehicles as needed to comply with these density requirements.

2. Fleet Scooter equipment, maintenance, and safety requirements

   a. Licensee's Fleet shall be equipped with equipment meeting all specifications, including but not limited to brakes, reflectors, and lighting as set forth in Minnesota State Statute 169.225.

   b. Licensee's Fleet shall be disinfected following CDC COVID-19 guidelines for cleaning and disinfecting porous and non-porous surfaces.

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c. Licensee's Fleet must be certified as safe to operate under any applicable standard by Underwriters Laboratories, or an equivalent safety rating.

d. Licensee's Fleet shall have a unique identifier clearly displayed on each device in the form of numbers or letters for the purposes of conveying or documenting parking or safety complaints, and for auditing the quantity and type of devices in Licensee's Fleet.

e. Licensee shall provide a comprehensive inventory of Licensee's Fleet, including model, type, and unique identifier to the City. Such inventory shall be proactively updated by the Licensee within five (5) business days, if or when vehicles are added or removed from Licensee's Fleet.

f. All vehicles in Licensee's Fleet shall be equipped with both: a) a locking mechanism to prevent theft; and b) an operable mechanism to provide real-time location when a device is parked.

g. Licensee shall remain responsible for the maintenance of each vehicle in Licensee's Fleet, including but not limited to technology mechanisms, and locking systems.

h. Each vehicle in Licensee's Fleet must visibly display Licensee's logo or business name on both sides of the vehicle, together with a customer service phone number staffed from at least 7am-10pm on days Licensee's Fleet is in service on City Right-of-Way. Licensee's customer service line shall accept voicemail at all other times to report parking or operational complaints, and safety or maintenance concerns.

i. Licensee shall proactively remove any and all inoperable or unsafe vehicles from Licensee's Fleet within 12 hours of the initial onset of such condition.

j. Licensee agrees that it will maintain a multilingual website and mobile application which shall be available to the general public 24 hours per day, 7 days per week, including certain languages as specified by the City.

k. Licensee's website and mobile application must be fully accessible to persons with disabilities and accessible to screen readers, and all aspects of Licensee's Operation must comply with Section 508 of the United States Workforce Rehabilitation Act of 1973.

l. Licensee agrees that it will provide all users of Licensee's Fleet of with a summary of instructions and laws regarding motorized foot scooter riding, parking, and operations including those set forth in Golden Valley City Code Section 26-4, Minnesota State Statute 169.225, and any other law or regulatory provision applicable to the operation or parking of Micromobility Vehicles.

m. Licensee agrees that it will either require or recommend the use of helmets to all users of Licensee's Fleet.

n. Licensee agrees that it will either require or recommend all users of Licensee's Fleet sanitize Micromobility Vehicles before and after use.

o. Licensee will keep and maintain a comprehensive and complete record of all Micromobility Vehicle collision reports received by Licensee or its contractor(s) during the term of this Agreement. The record shall include day, time and location. A copy of such record shall be provided to the City within two (2) business days of a written or emailed request.

p. If the City determines, in its sole discretion, that any of Licensee's consumers or

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customers have failed to comply with applicable laws governing the safe operation or parking of Licensee's vehicles, including but not limited to, breach of any current or future laws governing driver's license requirements, the use of helmets, operation on sidewalks, or parking requirements, or have otherwise demonstrated a threat to public health, safety, or welfare, such determination shall be grounds for termination of this Agreement.

3. Fleet Scooter Parking. All devices in Licensee's Fleet shall comply with the following parking rules and restrictions when located in the City Right-of-Way:

a. Fleet Vehicles must be parked upright and stabilized when not in use.

b. Sidewalk parking shall be limited to areas within the Furnishing Zone, outside the pedestrian path of travel.

c. Fleet Vehicles must not be parked in any location or manner that will impede normal and reasonable pedestrian traffic or access to:

   i. Pedestrian ramps
   ii. Building/property entrances
   iii. Driveways
   iv. Loading zones
   v. Disability parking and transfer zones
   vi. Transit stops
   vii. Crosswalks
   viii. Parklets
   ix. Street/sidewalk cafes
   x. Other street furnishings (benches, parking meters, etc.)
   xi. Underground utility, sewer, or water facilities
   xii. Sidewalk Clear Zones

d. Fleet Vehicles shall not be parked in landscaped areas, traffic islands, in the street, in a manner that obstructs the sightlines of any intersection, or in any place where they could pose a safety hazard.

e. The City reserves the right to mandate geofencing specifications to Licensee's Fleet in order to prohibit parking/locking Fleet Vehicles in specified areas, or to direct users to specified designated parking areas. Licensee shall comply with any and all geofencing requirements within 5 business days of a written or emailed request made by the City. The cost of installing and maintaining geofencing equipment or facilities shall be borne by Licensee.

f. Licensee will be solely responsible for informing its customers as to parking a Fleet Vehicle properly.

g. Licensee will undertake proactive, reasonable measures to prevent and deter improper parking or dumping of Fleet Vehicles on private property or other public property not owned or controlled by the City.

h. The City in, its sole discretion, may require Licensee to rebalance the distribution of Fleet Vehicles in specified areas of the city if deemed too dense or too sparse. Licensee will comply with all such requests within 24 hours of receiving notice from the City.

i. In the event the City imposes a "lock-to" requirement, Licensee agrees to abide by and

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implement the requirement within 10 days of receiving notice by the City.

4. Fleet Vehicle Parking Complaints/Enforcement

   a. Licensee must provide the City with an up-to-date, direct, local contact for Licensee's Operation, as well as an emergency, after-hours contact.

   b. Except where the public's safety and welfare will be unduly compromised, Fleet Vehicle complaints received by the City shall be referred to Licensee, and Licensee or Licensee's authorized representative shall address/respond to all complaints within 24 hours by re-parking or relocating its noncompliant Fleet Vehicles. Licensee alone will be fully responsible for re-parking or relocating Fleet Scooters where a complaint has been received by the City or Licensee, or where Fleet Scooters are otherwise found to be in violation of parking rules stated herein.

   c. Licensee shall be solely responsible for monitoring Fleet Vehicle parking or dumping on private property, or other public property not owned or controlled by the City, but the City may impound illegally parked Fleet Vehicles in accordance with City ordinances. When doing so will not unduly burden the complaining third party, the City will refer such complaints to Licensee, and Licensee or Licensee's authorized representative will be provided a limited opportunity to remedy the complaint without further City involvement.

   d. Licensee will be solely responsible to third parties for addressing unauthorized Fleet Vehicles dumped or left unattended on private property, or on other public property not owned or controlled by the City.

   e. Licensee will act swiftly and exercise due diligence in responding to complaints of unauthorized Fleet Vehicles leaning against, blocking, dumped or left unattended on private property, or on other public property not owned or controlled by the City.

   f. Notwithstanding anything to the contrary herein, if the City determines, in its sole discretion, that the public's safety and welfare will be unduly compromised by the passage of time, the City may take action to remedy any violation or respond to any complaint at Licensee's expense. If the City incurs any costs or damages arising out of Fleet Vehicle parking complaints, violations, or other related costs that are not otherwise recovered with the City's collection of an impoundment release charge, Licensee shall reimburse the City for such costs within 30 days of receiving written or emailed notice.

   g. The City may impound any Fleet Vehicle parked in the same location without movement for more than 7 consecutive days.

   h. A per occurrence impoundment fee will be applied to any and all devices owned or controlled by Licensee as follows:

      i. Initial impoundment fee of $56 per device
      ii. If not paid for and retrieved by Licensee within 24 hours of impoundment, an $18 storage fee per device, per day shall be added to the initial impoundment fee.

   i. The City may limit the number of Fleet Vehicles allowed under this Agreement if it determines that the number of Fleet Vehicle parking violations, third party complaints, or Licensee's response to such violations or complaints are unacceptable or detrimental to public safety, or otherwise create or contribute to a nuisance condition.

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j. Licensee expressly understands that the City may impound any and all Fleet Vehicles found by the City to be in violation of applicable laws or the terms of this License Agreement. Seizure and impoundment of Fleet Vehicles may be exercised by the City with or without prior notice to Licensee.

k. Any failure by the City to act on the provisions of this section shall not relieve Licensee of any other duty or penalty at equity or law.

5. Data Privacy and Protection

a. Licensee's Operation shall employ an electronic payment system that is compliant with the Payment Card Industry Data Security Standards (PCI DSS).

b. Licensee has submitted a privacy policy to the City with and as part of Licensee's Application ("Licensee's Privacy Policy"). Licensee's Privacy Policy shall continue to expressly limit the collection, storage, or usage of all personally identifiable information.

c. Licensee may not make the personal data of customers available to any third-party advertiser or other private entity. This provision includes but is not limited to any of Licensee's affiliates, owners, or subsidiaries.

d. Licensee shall not institute retroactive changes to customer conditions, terms of use or Privacy Policy.

e. Licensee's Privacy Policy must operate to safeguard Licensee's customers' personal, financial, and travel information and usage including, but not limited to, trip origination and destination data. Licensee agrees to make all policies, procedures and practices regarding Licensee's data security practices available to the City, upon request.

f. Licensee must provide its customers with an opportunity to expressly assent to Licensee's Privacy Policy, terms of service, and user agreements when renting or transacting for use of any or all of Licensee's Fleet. Licensee agrees to provide its customers with the ability or option to decline the sharing of any data that is not otherwise required to complete the payment transaction. Customer rights with regard to these requirements and options shall be clearly stated and easily accessed by the customer during each transaction.

g. Licensee agrees that it will not collect or sort personal or individual data related to race, gender, religion, national origin, age, or sexual orientation.

h. Any and all current or future customer data sharing agreements must be disclosed and provided to the City. License must further notify the City in advance of any prospective partnership, acquisition or other data sharing agreement. Licensee may not engage in or facilitate any inter-app operability or other form of private partnership that includes data acquisition or other data sharing model with any entity if the entity does not meet the standards set forth herein.

6. Data Collection/Sharing

a. Licensee shall keep a record of maintenance activities, including but not limited to Fleet Vehicle identification number and maintenance performed. Licensee will provide a complete copy of the same to the City upon request.

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b. Licensee shall provide reports to the City containing, at a minimum, the performance, utilization and service metrics indicated in Exhibit A. Licensee shall provide such reports at least quarterly and shall cooperate with the City in the collection and analysis of aggregated data concerning its operations.

c. Licensee shall keep a complete record of all calls and emails received through its customer service hotline and contact email including telephone wait times, email response times, and the nature of each customer inquiry. Licensee will provide a complete copy of the same to the City upon request.

d. Licensee agrees that it will provide any and all user or customer data in Licensee's possession that is directly or indirectly related to active investigations into third party criminal behavior or claims of civil liability against the City by persons using or riding a Fleet Vehicle. Notwithstanding any other provision to the contrary, this section (e) shall be deemed to include personally identifiable customer data.

ARTICLE V. PAYMENT TERMS AND CONDITIONS

Licensee shall receive no compensation from the City under this Agreement. Licensee shall pay the City an annual flat charge of $250.00 to offset the City's administrative costs related to implementation and oversight of this License Agreement.

ARTICLE VI. REPRESENTATIONS AND GENERAL CONDITIONS

1. Ownership and Condition of Right-of-Way. This Agreement shall not be construed to transfer ownership or control of the City's Right-of-Way to Licensee, or to any other party. The City makes no representations or warranties concerning the condition of the City Right-of-Way, or its suitability for use by Licensee, its contractors or customers.

2. Delegation of Police Power. This Agreement does not delegate or otherwise transfer the City's police power to regulate Micromobility Vehicles, Licensee's Operation, or to enforce City ordinances or other laws, to Licensee, or to any other party. Licensee understands and agrees that ultimate decisions related to City enforcement against third parties and public compliance issues, shall remain within the City's sole discretion.

3. Compliance with Laws. Licensee agrees to comply with all applicable Federal, State, and local laws as they may be adopted or amended from time to time. Licensee further acknowledges that its rights hereunder are subject to the lawful exercise of the police power of the City to adopt, amend, and enforce ordinances, resolutions, and policies designed to promote the safety and welfare of the public.

4. Removal upon order. Licensee shall remove at once any or all Fleet Vehicles or other property owned or controlled by Licensee upon being ordered to do so by the City. Licensee shall be responsible for restoring the City Right-of-Way to its original condition, and the City shall not be liable for any damages resulting to Licensee by reason of such an order. Such removal and restoration of the City Right-of-Way will be at the sole expense of Licensee. Upon failure of Licensee to remove Fleet Vehicles or other property as ordered within a reasonable time period, the City may perform the removal or work at Licensee's cost and initiate a claim against Licensee.

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5. Non-Discrimination. Licensee shall not:

a. In the hiring of labor or employees for the performance of any work under this Agreement, by reason of any race, creed, color, national origin, sex, gender identity, sexual orientation, or disability discriminate against any person who is qualified and available to perform the work;

b. In any manner, discriminate against, intimidate, or prevent the employment of any person identified in clause (a) of this section, or on being hired, prevent or conspire to prevent, the person from the performance of any work under this Agreement on account of any race, creed, color, national origin, sex, gender identity, sexual orientation, or disability; or

c. Intentionally refuse to do business with, refuse to contract with, or discriminate in the basic terms, conditions, or performance of any agreement related to the work to be performed under this Agreement because of a person's race, creed, color, national origin, sex, gender identity, sexual orientation, or disability, unless the alleged refusal is because of a legitimate business purpose.

6. Insurance. Licensee shall secure and maintain insurance issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Agreement and shall remain continuously in force for the duration of this Agreement. Licensee and any sub-contractors carrying out work related to this Agreement shall secure and maintain the following insurance:

a. Workers Compensation insurance that meets the statutory obligations with Coverage B- Employers Liability limits of at least $100,000 each accident, $500,000 disease - policy limit and $100,000 disease each employee.

b. Commercial General Liability insurance with limits of at least $2,000,000 general aggregate, $2,000,000 products-completed operations, $2,000,000 personal and advertising injury, and $100,000 each occurrence fire damage. The policy shall be on an occurrence basis, shall include contractual liability coverage and the City shall be named an additional insured.

c. Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with full automobile coverage including damages, contents and vandalism and limits of at least $1,000,000 per accident.

d. Computer Security and Privacy Liability for the duration of this agreement providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Media Liability. Insurance will provide coverage against claims that arise from the disclosure of private information from files including but not limited to: 1) intentional, fraudulent or criminal acts of the Contractor, its agents or employees; and 2) breach of the City's private data, whether electronic or otherwise. The insurance policy should provide minimum coverage in the amount of $1,000,000 per occurrence and $2,000,000 annual aggregate. If written on a claims-made basis, the policy must remain in continuous effect for at least 3 years after the service is provided or include a 3-year extended reporting period.

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Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of Licensee. Any policy deductibles or retention shall be the responsibility of Licensee. Licensee shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect Licensee's interest or provide adequate coverage. Each policy shall be endorsed to state that coverage shall not be suspended, voided, or cancelled by either party, or reduced in coverage or in limits unless30 days written notice has been given to the City. Each policy shall be endorsed with a waiver of subrogation in favor of the City and shall be primary, non-contributory to any insurance available to the City. Any insurance available in excess of the minimum limits required herein shall be available to the City.

7. Hold Harmless. Licensee agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including reasonable attorneys' fees, resulting directly or indirectly from any intentional or negligent act or omission of Licensee, its employees, its agents, or employees of subcontractors, in the performance of the operation, work, or services provided by or through this License Agreement, or by reason of the failure of Licensee to fully perform, in any respect, any of its obligations under this License Agreement.

8. Limitation of Liability. The City assumes no liability for loss or damage to Licensee's Fleet Vehicles or other property or for damages to any third-party or the property of another arising out of or in any way relating to or resulting from Licensee's operations. The City shall not be responsible for providing security for Licensee's Fleet Vehicles and Licensee hereby waives any claim against the City in the event Licensee's Fleet Vehicles or other property are lost or damaged.
9. Maintenance and Care of Property. Licensee 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 Licensee's Operation. Should Licensee fail to repair, replace, or otherwise restore such real or personal property, Licensee shall pay the City's reasonable costs in making such repairs, replacements or restorations.

10. Assignment or Transfer of Interest. Licensee shall not assign any obligation or interest in this Agreement, and shall not transfer any obligation or interest in the same either by assignment or novation without the prior written approval of the City, provided, however, that claims for money due or to income due to the Licensee may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice of any such assignment or transfer shall be furnished to the City. Except as provided herein, Licensee shall not subcontract any services under this Agreement without prior written approval of the City.

11. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. License shall at all times remain an independent contractor with respect to the work and/or services to be performed under this Agreement. Any and all employees of Licensee or other persons engaged in the performance of any work or services required by Licensee under this Agreement shall be considered employees or sub-contractors of the Licensee only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of

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said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of Licensee.

12. Data Practices. Licensee agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. Licensee must immediately report to the City any requests from third parties for information relating to this License Agreement. The City agrees to promptly respond to inquiries from Licensee concerning data requests. Licensee agrees to hold the City, its officers, and employees harmless from any claims resulting from Licensee's unlawful disclosure or use of data protected under state and federal laws.

13. Inspection of Records. All Licensee records with respect to Licensee's obligations under this License Agreement shall be made available to the City or its designees, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

14. Ownership of Materials/Intellectual Property. All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials furnished by the City in connection with this Agreement shall be the property of the City. The City may use, extend, or enlarge any document produced by the City under this Agreement without the consent, permission of, or further compensation to Licensee.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the term of this Contract. This Agreement does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Agreement to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Agreement.

15. Contacts. The following are designated as official representatives for each of the Parties, and as points of contact for purposes of delivering or receiving notice, contract management, official requests, and all other communication contemplated under this License Agreement:

For the City: Marc Nevinski
mnevinski@goldenvalleymn.gov
(763) 593-8008
7800 Golden Valley Road
Golden Valley, MN 55427

For Licensee: Austin Marshburn
amarshburn@bird.co
1-866-205-2442
406 Broadway #369
Santa Monica, CA 90401

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16. Entire Agreement. This License Agreement and attachments and other documents named, is the entire agreement between the parties. No modification of this Agreement shall be valid or effective unless made in writing and signed by the parties hereto.

17. Interpretation of Agreement. In interpretation of this Agreement, the language of the Agreement shall prevail, followed by the language of Licensee's Application.

18. Venue and Forum. The laws of the State of Minnesota shall govern the interpretation and enforcement of this Agreement and any actions arising out of or relating to this Agreement shall be brought in Hennepin County District Court in the state of Minnesota.

19. No Joint Venture. Nothing herein shall be in any way construed as expressing or implying that Licensee and the City have joined together in any joint venture or are in any manner agreeing to or contemplating the sharing of profits and losses among themselves in relation to any matter relating to this Agreement.

IN TESTIMONY WHEREOF, the said parties have signed and executed this instrument the day and year first above written.

LICENSEE

DocuSigned by:
By: Austin Marshburn
62BF71F77A40484...
Austin Marshburn

Its: Head of City & University Partnerships

CITY OF GOLDEN VALLEY

DocuSigned by:
By: Shepard M. Harris
4F895EEBDEB74C3...
Shepard M. Harris

Its: Mayor

CITY OF GOLDEN VALLEY

DocuSigned by:
By: Timothy Cruikshank
AD1B5E12DF104A2...
Timothy J. Cruikshank

Its: City Manager

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Exhibit A: Reporting Requirements

The following performance indicators shall be reported to the City at the indicated frequency.

Performance Indicator	**Description**	**Measurement Tool**	**Reporting Frequency**
App & customer service support portal	Reservation system fully operational	Uptime reporting	Monthly
Vehicle distribution	Maps identifying trends in peak vehicle distribution	Maps showing aggregate usage patterns	Monthly
Vehicles in service	Vehicles in service	Daily uptime reports	Monthly
Report-responsive	Response time to incident reports	Log showing length of time between reported incident and Licensee response	Monthly