COOPERATIVE AGREEMENT
BETWEEN IVINS, UTAH AND SPIN
FOR THE OPERATION OF ELECTRIC SCOOTERS
IN THE PUBLIC RIGHT OF WAY

This Agreement is made and entered into this ____ day of September 2021 (the "**Effective Date**"), by and between Ivins, Utah, a constitutionally chartered Municipal corporation (hereinafter referred to as "**City**"), and Skinny Labs, Inc., a Delaware corporation, dba Spin (hereinafter referred to as "**Spin**") (each a "**Party**" and together the "**Parties**") in consideration of the promises and mutual covenants of the parties hereto, the City and Spin hereby enter into this Agreement, subject to the following terms and conditions:

Section 1. Purpose of Agreement. The City seeks to provide safe and affordable multimodal transportation options to City residents and visitors, reduce traffic congestion, and maximize carbon-free mobility. Spin is an operator of an electric scooter share program. The purpose of this Agreement is to provide for the operation of shared scooter services within the public sidewalks, roads, streets, avenues, boulevards, thoroughfares, and other pathways on City Property (the "**Right of Way**"), with the approval of the City, and provide micromobility transportation to the general public (the "**Service**").

Section 2. Term. This Agreement shall commence on the Effective Date and shall be effective for one (1) years from the Effective Date and shall be automatically renewed for up to three (3) successive one (1) year periods thereafter, unless either party provides written notice of nonrenewal at least sixty (60) days in advance of the end of then-current period (the "**Term**"). The Parties may enter into an amendment of this Agreement to extend the Term of the Agreement.

Section 3. Spin's Obligations. Spin agrees to:

(a) Performance of the Service. Spin shall perform the Service on the Right of Way consistent with applicable law and in a professional and workmanlike manner in accordance with the prevailing industry standards applicable in Spin's industry.

(b) Per Trip Fee. Spin will document all successfully completed trips and pay the City $0.15 (fifteen cents) for each, payable electronically (via ACH to an account designated by the City) on a quarterly basis.

(c) Reporting Requirements.

(i) Performance Report. Following the end of each calendar year, Spin will provide an annual report of Spin's operations pursuant to this Agreement.

(ii) Records. Spin shall maintain all its books, documents and records relating to this Agreement for the preceding calendar year. The books, documents and records shall be made available to the City at Spin's corporate office after Spin receives a written request therefor; provided, however, in the event such information is available in electronic form, then Spin shall provide such books, documents and records to the City electronically so that the employees of the City are not required to travel to Spin's corporate office; provided, further, Spin shall not be required to disclose any documents or records which are subject to any federal, state and local

laws, ordinances and regulations that may restrict disclosure of personal information.

(d) Registration Fees and Related Financial Matters. Unless otherwise provided herein, Spin is solely responsible for paying any necessary licensing, permitting, or registration fees that may be necessary to comply with the City's ordinances or other law.

Section 4. City's Obligations.

(a) Access and Assistance. The City hereby grants Spin access to the City's infrastructure and services set forth in this Agreement in order for Spin to provide the Services. However, in no event is the City to assume any active role or responsibility for the operations of the Service(s), which shall remain entirely with Spin, nor shall the City be financially responsible for providing the Service(s).

(b) Use of Right of Way. The City hereby grants to Spin, its representatives, employees, consultants and contractors and users of the Spin Scooters, an exclusive right and license to access, travel, cross, and/or otherwise use the Right of Way to perform the Services described in in this Agreement. In furtherance of the foregoing, the City grants to Spin a non-exclusive right of ingress and egress over and across any and all City-owned property as is reasonably necessary to access Spin Scooters for the purposes set forth in this Agreement. The grant of this license shall not constitute a conveyance of any interest in the Right of Way. Notwithstanding the foregoing, Spin Services shall in no way materially interfere with pedestrian traffic.

(c) Exclusivity. During the Term of this Agreement, the City agrees that Spin shall be the only micromobility service with the right to use the Right of Way within the city limits of the City. As used herein, the term "micromobility service" means an electric scooter share program, which includes, without limitation, the provision, deployment, management, operation, maintenance, parking and other use of electric scooters. For the avoidance of doubt, Spin shall only conduct maintenance on Spin Scooters in the public Right of Way in the event such is necessary for the protection of life and safety or such maintenance is of a nature that is routine and does not negatively impact or interfere with the regular use of the Right of Way, such as simple tightening of screws or bolts.

Section 5. Dangerous Conditions. The Parties shall take all necessary precautions so as not to suffer or permit any unreasonably dangerous condition to pedestrians and/or motorists to be created, exist or continue. In the event City declares an unreasonably dangerous condition to exist due to Spin's negligence or intentional misconduct in the operation of the Services pursuant to this Agreement, Spin shall use prudent efforts under the circumstances and without delay to abate such unreasonably dangerous condition caused by Spin.

Section 6. Notices. Each notice required or permitted to be given under this Agreement by either party to the other shall be given in writing and delivered to the address specified below by one of the following methods: (a) by hand delivery for which receipt is acknowledged in writing, (b) by a nationally recognized overnight courier marked for overnight delivery, or (c) by United States registered or certified mail, return receipt requested, postage prepaid. Notices shall be deemed given when received (or receipt refused) in the case of hand delivery, one (1) business day after the Notice is deposited with a courier service for delivery on the following business day in the case

of overnight service, and the first date of attempted delivery in the case of registered or certified mail. The Parties address(es) for notice purposes are as follows:

City: Ivins

Ivins, Utah
Attn:

Spin: Skinny Labs, Inc.
450 Mission St. 400
San Francisco, CA
Attn: Legal Department

with a copy to:

Ford Motor Land Development Corporation
330 Town Center Drive, Ste 1100
Dearborn, MI 48126
Attn: Vice President – Corporate Real Estate

By notice to the other, either party may change its address(es) for notice purposes.

Section 7. General Indemnification. Spin shall defend, indemnify, and hold harmless City and any of its agencies, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from the negligence or intentional misconduct of Spin or Spin's employees, agents, or contractors or any breach of this Agreement by Spin. Spin shall be released from its obligations under this section if the loss or damage was caused by the willful misconduct or negligence of the City or City's employees, agents, or contractors.

Section 8. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY: (A) SPIN SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES ARISING FROM LOSS OF USE, LOSS OF DATA, LOST PROFITS, BUSINESS INTERRUPTION, OR COSTS OF PROCURING SUBSTITUTE SOFTWARE OR SERVICES) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF; AND (B) SPIN'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF SHALL NOT EXCEED THE EXCESS OF $50,000 OR THE ACTUAL COSTS INCURRED BY THE CITY; PROVIDED, HOWEVER, IN NO EVENT SHALL SUCH LIMITATION AFFECT ANY RECOVERY UNDER THE INSURANCE REQUIRED TO BE MAINTAINED BY SPIN PURSUANT TO THIS AGREMEEMENT, IN EACH OF THE FOREGOING CASES (A) AND (B), REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM CONTRACT, INDEMNIFICATION, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER SPIN HAS BEEN ADVISED OF THE POSSIBILITY OF

SUCH LOSS OR DAMAGE. THE PARTIES AGREE THAT THIS SECTION REPRESENTS A REASONABLE ALLOCATION OF RISK AND THAT SPIN WOULD NOT PROCEED IN THE ABSENCE OF SUCH ALLOCATION.

Section 9. Insurance. Spin shall procure and maintain, and shall require its Contractors to procure and maintain, in effect throughout the duration of this Agreement, insurance coverage not less than the types and amounts specified below. Spin shall ensure that City is named as an additional insured.

(a) Commercial General Liability Insurance on a primary and non-contributory basis, insuring Spin and naming the City as an additional insured, covering, without limitation, any liability for bodily injury, personal injury, including death, and property damage arising out of Spin's operations, acts, omissions, assumed liabilities or use of the property, with coverage of not less than One Million Dollars ($1,000,000) per occurrence, Three Million Dollars ($3,000,000) general aggregate.

(b) Worker's Compensation Insurance in amounts required by applicable law.

(c) Automobile Liability Insurance covering hire and non-owned vehicles with limits of not less than one million dollars ($1,000,000) combined single limit per occurrence.

(d) Spin shall deliver to City, upon request, properly completed certificates of insurance or other evidence that the required insurance is in full force and effect, in a form acceptable to City. The receipt or acceptance of a certificate of insurance that does not incorporate the required terms and coverage shall not constitute a waiver by City of the insurance requirements contained in this Agreement.

(e) The Commercial General Liability Insurance and Automobile Liability Insurance required to be purchased and maintained by Spin under this Agreement will contain waiver of subrogation provision to City.

(f) Spin shall provide the City with prompt written notice of any cancellation, termination, material change or lapse of insurance required to be carried by Spin under this Agreement. Regardless of any approval by City, it is the responsibility of Spin to ensure that the required insurance coverage is procured and maintained in effect at all times. In the event Spin fails to ensure that the required insurance is procured and maintained in effect, or that City is named as an additional insured as required, City may order that the Services stop and, upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

Section 10. Independent Contractors. Spin and its Contractors are independent contractors in relations to the City, and are not City's agents. Spin and its Contractors have no authority to take any action or execute any documents on behalf of City except as specifically provided for in this Agreement.

Section 11. Governing Law. This Agreement shall be construed and governed in accordance with the law of the State of Utah. The parties submit to the jurisdiction of the courts of the State of Utah and waive venue.

Section 12. Compliance with Laws. Spin and its Contractors shall comply with all federal, state and local laws, ordinances and regulations.

Section 13. Default and Remedies. If Spin shall be in default or breach of any provision of this Agreement, City may terminate this Agreement, suspend City's performance and invoke any other legal or equitable remedy after giving Spin written notice of such default or breach with reasonable specificity and description of the circumstances of such default or breach and ten (10) days to correct such default or breach; provided, however, in the event that Spin begins performing this obligation to correct such default or breach within ten (10) days after City notifies Spin of this failure, but it will reasonably take more than ten (10) days to complete performing the obligation, then Spin will have a reasonable amount of additional time to complete performing the obligation. Notwithstanding the foregoing, Spin's obligation with regards to indemnification as provided in Section 7 of this Agreement shall survive the expiration or termination of this Agreement with regards to any claims arising during such time as this Agreement was in effect.

Section 14. Waiver. No consent or waiver, express or implied, by any party to this Agreement or any breach or default by any other party in the performance of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance of the same or any other obligations hereunder. Failure on the part of any party to complain of any act or failure to act or to declare any of the other parties in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights under this Agreement. The Parties reserve the right to waive any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing and shall be deemed to constitute a waiver only as to the matter waived and the parties reserve the right to exercise any and all of their rights and remedies under this Agreement irrespective of any waiver granted.

Section 15. Governmental Immunity. The City is a governmental entity under the Utah Code Annotated Section 63G-7-102 Governmental Immunity Act of Utah and nothing in this Agreement shall be deemed or construed as a waiver by the City of any of the immunities, rights, defenses or protections provided therein.

Section 16. Entire Agreement; Modification. This Agreement constitutes the full and complete understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior understandings or agreements whether oral or in writing. This Agreement may not be amended except by an instrument in writing signed by all the Parties hereto.

Section 17. Headings; Construction of Agreement. The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Section 18. Severability of Provisions. Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could

have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Section 19. Assignment. Spin may not assign or transfer any part or all of their obligations or interests under this Agreement without City's prior written approval. Spin shall notify City, in writing, at least (30) days prior to any proposed assignment or transfer and shall provide with that notice, the proposed assignee's or transferee's written acceptance of the terms and conditions of this Agreement. Spin shall not be released from its obligations under this Agreement unless and until such time as it is released, in writing, by the City.

Section 20. Conflicts of Interest. Spin certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Spin or its contractors under this Agreement.

Section 21. No Partnership. It is expressly understood that the parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other in performance of this Agreement.

Section 21. Further Acts. The Parties agree to perform or cause to be performed any and all such further acts as may be reasonably necessary to fulfill the terms and conditions of this Agreement.

Section 23. Cooperation. The Parties shall cooperate in the implementation and performance of the acts, undertakings and obligations as set forth in this Agreement.

Section 24. Binding Effect. This Agreement shall be binding upon the Parties hereto and upon their assigns, transferees and successors in interest.

Section 25. Representations. The Parties certify that they have the power and authority to execute and deliver this Agreement and to perform this Agreement in accordance with its terms.

Section 26. OFAC. The City represents and warrants that neither it nor any of its employees is a person or entity with whom U.S. entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order or other governmental action.

Section 27. Anti-Bribery/Corruption. The Parties agree that: (i) Each Party shall comply and ensure that its employees, representatives, subcontractors and agents comply with and perform all their obligations under this Agreement in accordance with the U.S. Foreign Corrupt Practices Act, UK Bribery Act 2010, and applicable local law; (ii) Each Party agrees to maintain in place throughout the term of this Agreement policies and procedures to ensure compliance with the U.S. Foreign Corrupt Practices Act, UK Bribery Act 2010, and applicable local law; (iii) If either Party learns of or has reason to know of any payment, offer or agreement relating to this Agreement that

is contemplated or that has occurred and that represents or could represent a violation of the U.S. Foreign Corrupt Practices Act, UK Bribery Act 2010, and applicable local law, it shall immediately so advise the Company in writing; (iv) Each Party shall be permitted to take reasonable steps to avoid, mitigate or investigate any actual or potential violation of the U.S. Foreign Corrupt Practices Act, UK Bribery Act 2010, and applicable local law. Each Party agrees to cooperate with the other as it exercises its rights under this Section; (v) Each Party may disclose this Agreement and any information that it obtains hereunder to any government agency or regulatory authority, or other persons that it reasonably determines, have a need for such information in connection with the U.S. Foreign Corrupt Practices Act, UK Bribery Act 2010, and applicable local law; (vi) Each Party shall promptly notify the other upon learning or forming a reasonable belief that it, directly or through any agent or service provider, made or received any payment, offer or agreement in connection with this Agreement that is punishable under the U.S. Foreign Corrupt Practices Act, UK Bribery Act 2010, and applicable local law; and (vii) Each Party shall ensure that all persons associated with it or performing services or providing goods in connection with this Agreement comply with this Section.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first indicated above.

City:

Ivins, Utah

By: _____
Name: _____
Title: _____

Approved as to form:

_____
Assistant City Attorney

Spin:

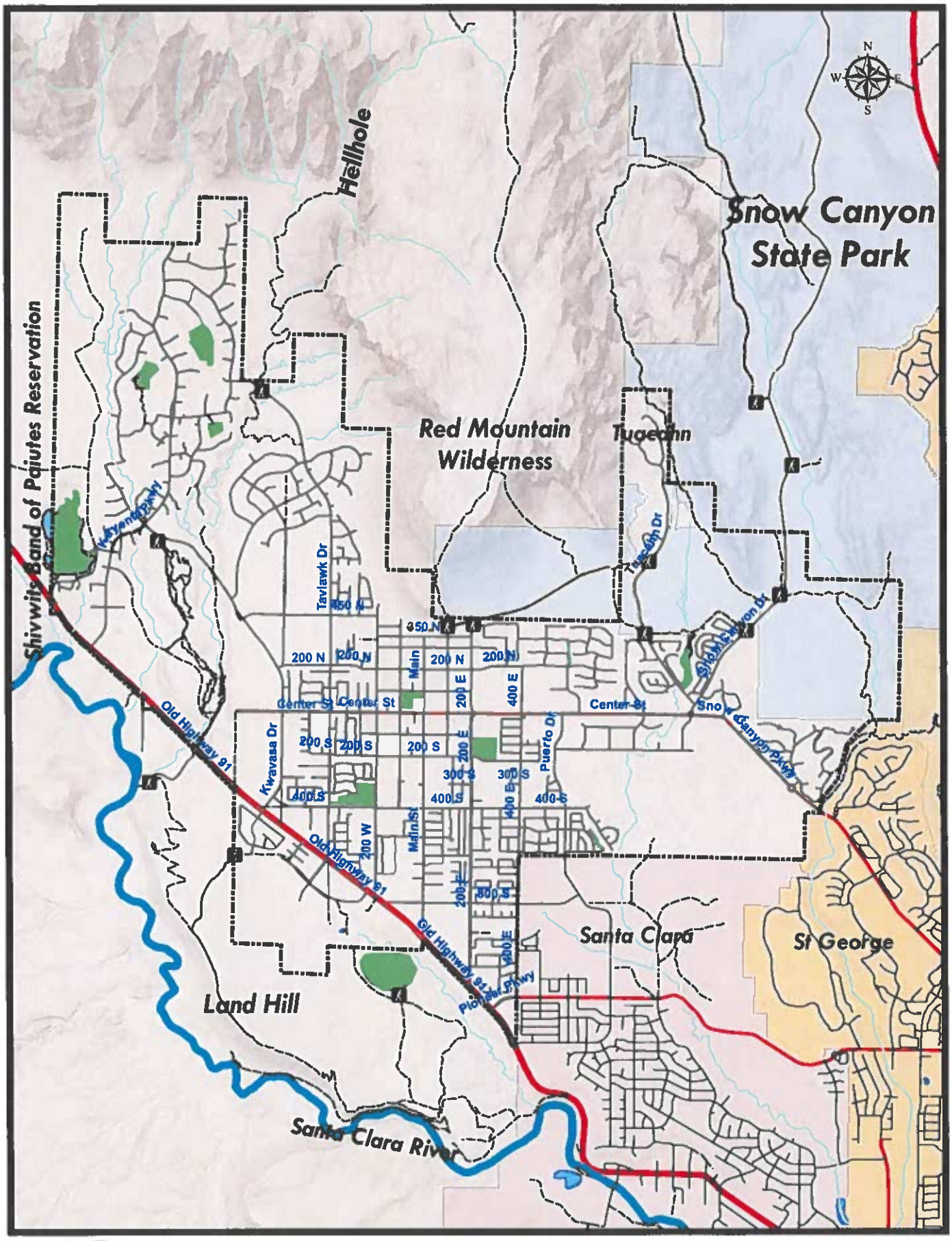
Skinny Labs Inc.,
a Delaware corporation

By: _____
Name: _____
Title: _____

Exhibit A

Approved Location(s)

(to be added upon mutual agreement of the Parties)



IVINS CITY

Ivins City Map

Public Works Department
GIS Mapping
(435) 634-0689

Date: 8/26/21

0 700 1,400 2,800 4,200 5,600 Feet

1 inch = 3,725 feet