

LIME + GLENDALE

Shared Mobility Pilot Program

Neutron Holdings, Inc. d/b/a/ Lime
Glendale, California



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Cover Letter

January 11, 2021

Arezoo Kamali
 Planning Associate
 City of Glendale
 akamali@glendaleca.gov

Lime is pleased to submit a proposal to operate shared mobility services to provide multimodal transportation options in Glendale, California. We look forward to forming a collaborative partnership with the City and building on our foundation of safety, sustainability, proactive problem-solving, and responsiveness in the Greater Los Angeles County region.

Lime is the partner best situated to support Glendale based upon the breadth of our experience, our industry leading e-bikes and e-scooters, our dedication to deep community engagement and sustainability practices, and our solid business foundation.

Lime is the largest provider of shared, electric vehicles in Los Angeles County and the world. On a daily basis, Lime successfully deploys over **150,000 e-scooters and e-bikes** across **more than 135 cities globally**. Many of the cities we serve, such as Paris, London, Sacramento, and Seattle, benefit from Lime's multimodal offering of both e-scooters and e-bikes. In fact, our data has shown that, in Denver, where we serve the city with e-bikes as well as e-scooters, approximately 50% of riders said that they were more likely to ride a Lime e-bike due to the availability of Lime scooters, and 77% of riders used cars, taxis, and ride-hailing less often due to Lime's multimodal options. **By providing one multimodal platform on which users know they can rely, Lime in collaboration with our City partners can maximize congestion reduction and modeshift potential.** As most companies have withdrawn from free-floating e-bike share services, we are the only company who can sustainably pair e-bikes with e-scooters to ensure a system for Glendale that is resilient, reliable, and cost-free to the City.

Lime has been serving the Greater Los Angeles Area since 2018, during which we have run over 6,000 vehicles in Los Angeles County, winning multiple permits in the cities of Los Angeles, Long Beach, and most recently West Hollywood. We are humbled that these cities have selected Lime for their programs, but, more importantly, this foundation will allow us to quickly bring world-class operations and our industry leading e-scooter and e-bike to Glendale.

Lime's Solid Business Foundation

As a company, our sole focus is micromobility and developing long-partnerships with cities like Glendale. We achieved profitability in Los Angeles in the first quarter of 2020 **and announced in November, 2020 that Lime has achieved profitability as a company.** Our self-sustaining business foundation provides Lime with stability



and gives the City confidence that Lime will be able to **deliver excellent service throughout the Shared Mobility Pilot Program (“Program”) without subsidy from the City.**

Lime’s Proposed Investment in Glendale

Lime will invest significant resources in Glendale during the Program. Our proposal includes:

- Serving all of Glendale, **with a robust fleet of 250 e-bikes throughout the City and a higher ratio of deployments focused in zones that are further from South Glendale**, as the seated position and added cargo capacity (front basket) make e-bikes more favored by riders for longer (two to five mile) trips
- Providing **250 of one of Lime’s newer model e-scooters** throughout the City, with the ability to immediately scale the fleet to 500 to meet demand after the first 90 days of operation, and eventually to 750 the following quarter, with support from the City
- **Heavily discounting 30-minute e-bike and e-scooter rides** for all residents who qualify for Federal, state, or local low-income programs, as well as **providing free rides to Glendale’s medical professionals and other essential workers through our Lime Aid program**
- Promotion of our **Lime Prime frequent rider passes** to transit riders and local employers - like Disney, Dreamworks, and Glendale Community College - allowing students, visitors, and residents to have access to an affordable and easy to use mobility option for their daily commute
- Home delivery of our **seated adaptive e-scooters and adaptive bikes** to those with physical disabilities and a **public service announcement focused on how to keep clear rights-of-way** in partnership with the the Los Angeles County Commission on Disabilities
- Our Operations Team will **prioritize deployment of vehicles at Beeline Bus stations as well as the Glendale Transit Center (GTC) and along transit routes** to promote multimodal trips and ease first-and-last mile connections. This includes **seamless, regional connection to and from the City of Los Angeles** where we remain the longest serving free-floating scooter operator
- Launching **an online and print marketing campaign - in partnership with the City’s Economic Development Division’s #ChooseGlendale initiative** - focused on encouraging multimodal travel, and educating residents, tourists, and students about the rules for riding in Glendale
- **An exclusive integration with both Google Maps and Uber**, providing multiple sources for Lime riders to plan multimodal trips
- Keeping Glendale’s streets safe and clutter free by implementing **our exclusive, patented sidewalk riding detection technology** - the only scalable sidewalk detection solution successfully launched in partnership with a city to date
- A financial **partnership with our Lime Hero, the Los Angeles County Bicycle Coalition/Walk Bike Glendale** to partner on safety events, outreach, and utilize their expertise on distribution of our vehicles to best serve Glendale residents



Helping to Support Glendale

In response to the Covid 19 crisis, Lime stands ready to support the City's essential workers and to help Glendale boost economic activity in the City. Through our **Lime Aid program, we will be providing free rides to Glendale medical professionals and other essential workers.** We have also upgraded our cleaning and disinfection protocols in accordance with the Centers for Disease Control and Prevention (CDC) guidelines. To unlock the economy, grow jobs, and expand opportunity in a post-COVID world we are launching our **Key Lime small business initiative.** Working with the local business community and other partners, we will feature Glendale small businesses along a rider's route in our app and encourage our riders to #ChooseGlendale. Finally, we will work with the **Glendale Youth Alliance and the Verdugo Jobs Center to hire locally and bring additional job opportunities** to Glendale.

If we are fortunate enough to be selected to partner with the City, we will work tirelessly to provide healthy transportation that opens the City and its diverse communities to all. We look forward to discussing the proposal further at your earliest convenience.

Thank you for the opportunity to serve the Glendale community.

Warmly,



EV Ellington
SW General Manager

People authorized to represent Lime:

EV Ellington
SW General Manager
p: 628.225.4499
ev@li.me

Karla Owunwanne (Primary Contact)
Director, Government Relations
p. 310.775.5081
karla.martinez@li.me



FORM A
SUBMITTAL COVER PAGE CERTIFICATION
RESPONSE TO REQUEST FOR PROPOSALS
CITY OF GLENDALE
Shared Mobility Pilot Program

Proposer:

Firm Name: EV Ellington
Street Address: 12839 Chadron Avenue
City, State, Zip: Hawthorne, CA 90250

I certify that this Proposer is sufficiently informed as to all matters affecting the performance of the work, and the furnishing of labor, supplies, material or equipment called for in this proposal; that the proposal has been checked for errors and omissions, that the facts stated in the proposal are current as intended and are a complete and correct statement of the facts stated therein for performing the work or furnishing the labor, supplies, materials or equipment required by the RFP. This Proposer waives any claim for the return of its proposal on account of errors or omissions claimed to have been made in its proposal or for any other reason.

I certify that this response fully complies with the requirements as defined in the RFP, and that I am an authorized representative of the company to bind the firm to this response to the RFP for a 120-day period.



Printed Name of Authorized Representative Signature of Authorized Representative: EV Ellington

*See **Appendix B** for all other required documents.



SECTION 1 Intent

1. Please describe the overall vision for the service.

Lime's mission is to connect people and place for a healthier, cleaner and more equitable city by providing dockless, shared electric bikes and scooters. Our vision is a People-First Glendale, a place designed and powered by people, that has four components:

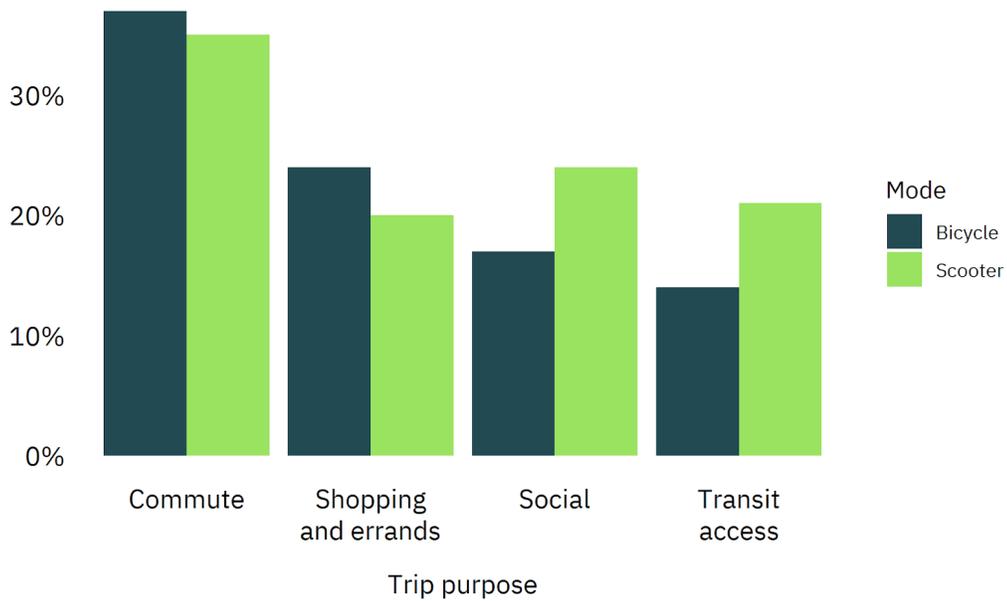
- **Seamless Mobility** -- Easy and safe movement of people throughout all parts of Glendale and region
- **Community Connection** -- A thriving community of citizen togetherness
- **Healthy Environment** -- A Glendale that is clean, healthy, and integrated with our natural world
- **A Glendale for Everyone** -- Cultural richness and diversity accessible to everyone

We understand and support the City's interest in diversifying mobility options for the community while expanding the range and connectivity for those with limited mobility options, protecting public health and safety while reducing potential ADA concerns, reducing emissions and automobile trips, maximizing user awareness of proper riding behavior while creating an enforceable framework for shared mobility devices, ensuring that operators are responsive partners so that use of the public right of way benefits public mobility, and mitigating overall impacts of the program on the community in order to maintain positive public perception for a successful pilot. Lime is uniquely suited to deliver these objectives, given our experience operating shared mobility systems in more than 135 cities around the world.

Lime's extensive global experience, scale, and operational expertise in cities of similar population size and area (square miles) to that of Glendale will help the City provide first-mile/last-mile access to transit, contribute to the ongoing revitalization of Downtown Glendale, and support the City's Downtown Mobility Plan, Bicycle Transportation Plan, Safe & Healthy Streets Plan, as well as the Economic Development Division's #ChooseGlendale Initiative.

Uniquely, Lime knows that not every trip can be served by the same mobility device. As you can see in the graph below, we have found through our experience in running global multimodal programs that e-bikes and e-scooters often serve different trip purposes and have different characteristics, such as length of trip and duration. By offering both vehicles on Lime's platform, Glendale residents, students, and visitors can use Lime e-bikes for longer trip purposes, such as commuting or running to the pharmacy, and scooters to access Beeline stations or simply enjoy a fun, socially distant way to get around the city.

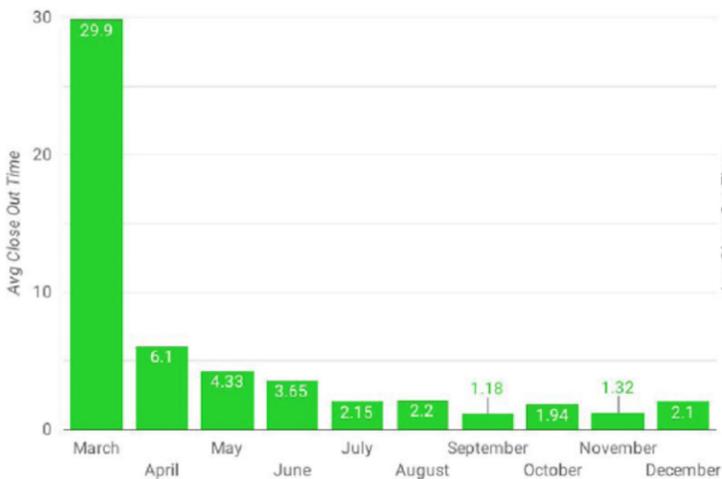




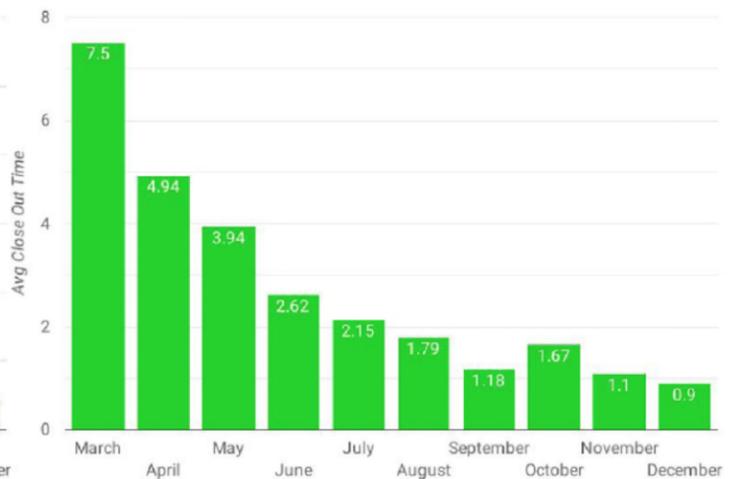
End-of-trip survey results of Lime riders in cities where Lime e-bikes and e-scooters operate

This is why we offer a selection of electric vehicle options that allow people to choose which option best suits their needs -- e-scooters, e-bikes, and accessible vehicles. To each, we bring our unparalleled experience operating the most sophisticated dockless sharing operations in the world. Each of our multimodal offerings can be accessed through the Lime or Uber app, giving riders multiple platforms to access all of our vehicles. We take great pride in our relentless focus on the safety and quality of our equipment as well as our commitment to industry-leading operations. We do so with strict adherence to Federal, state and local laws, rules and regulations -- as evidenced by our compliance record.

Lime Monthly Average



Filtered Lime Monthly Average*



March 2019-December 2019 average 311 service request close out times



The enclosed proposal details our strategy to operate a shared electric mobility fleet throughout Glendale, appropriately tailored to its unique environment. **Lime will work with the City, Walk Bike Glendale, Downtown Glendale Association, Glendale Community College, Glendale Parks & Open Space Foundation, Glendale Police Department, Go Glendale, as well as neighborhood associations and the broader community** to educate residents and visitors about our services and tailor our deployment strategy throughout Glendale. In order to serve all members of the Glendale community, we will provide low-cost, cash payment, and non-smartphone access to low-income individuals through our Lime Access program. In addition, we are committed to finding ways to partner that support the City's economic development efforts by amplifying our Lime Access program and creating a hiring pipeline to put local residents to work - something we hope to achieve through working with the Glendale Youth Alliance and the Verdugo Jobs Center to execute job fairs.

Lime currently operates the largest fleet of dockless, shared mobility devices throughout LA County. Therefore, we are ready and able to offer a convenient and easy-to-use mobility system that is efficient, safe, sustainable, and affordable by the program launch date. We would bring to the city a financially viable and stable long-term partner as evidenced by our recent announcement that we are the first mobility company to reach cash-flow positive for a full quarter, and anticipate profitability for all of 2021. This proposal outlines the suggested parameters of this program, which we look forward to discussing further at your earliest convenience.



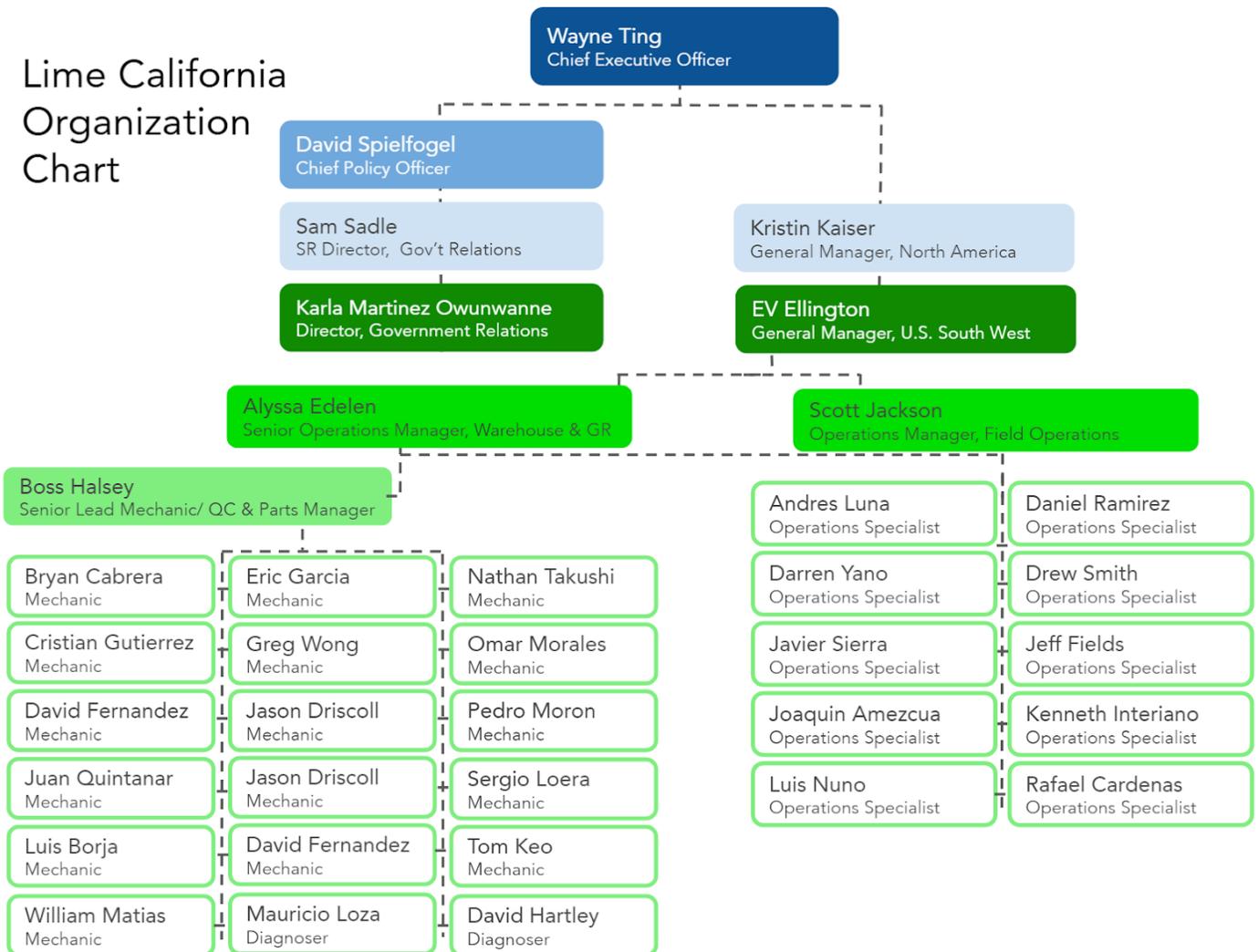
SECTION 2 Proposer Information

2.a. Identify the Proposer team, including biographies and qualifications of lead team members. Include an organization chart that includes the entire company as well as the local team.

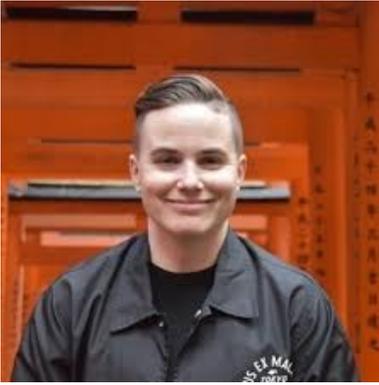
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In such a relatively young industry, we pride ourselves on bringing the greatest degree of relevant experience to our operations, providing a safer, more orderly, more reliable fleet than our competitors. Our Los Angeles-area team of more than 30 people includes Operations Specialists that oversee the fleet and mechanics that keep the fleet in top shape. Our Los Angeles team is one of our most experienced, with our General Manager, Senior Operations Manager, and over 30 other full-time team members who have served in their role with Lime for a year or more.

Lime California Organization Chart



Please see the biographies of our Glendale key personnel below.



EV Ellington, *Regional General Manager*

EV Ellington, our General Manager, has been with Lime for over three years and is the current Chair of our LimePride Employee Resource Group. During their time at Lime, EV successfully launched and has continually managed over 15 markets including Lime's very first e-scooter pilot in San Jose, CA. In addition to e-scooter expertise, EV has a breadth of knowledge and experience in running e-bike operations as they also oversee our Sacramento e-bike operations. A passionate cyclist, prior to their time at Lime, EV previously worked at the US Department of Transportation and Zipcar.



Alyssa Edelen, *Senior Operations Manager*

Alyssa started with Lime in San Diego, December 2019 and joined the Los Angeles market in February of 2020. Her focus is excellence in operations and oversees all items on site at the local warehouse in Hawthorne. Ultimately ensuring our e-bikes are highly functional, compliant and safe and the team is delivering quality work. Prior to joining Lime Alyssa spent over 15 years with Starbucks overseeing a portfolio of fourteen stores and over 320 hourly employees. Alyssa is passionate about people, operations, and process improvement.



Scott Jackson, *Operations Manager*

Scott Jackson, a native Angeleno, leads field operations seeking to optimize e-bike deployment and rebalancing via our operations specialists, as well as ensure optimal Lime to community interaction. Originally hired as an hourly Field Specialist in December of 2017, Scott was promoted to Operations Manager. Scott's focus is maximizing order on the streets and immediately addressing any community concerns. Scott graduated from Fresno State with a BA in Political Science.





Boss Halsey, *Mechanic Lead*

Boss utilizes acquired knowledge through his time as a mechanic and filling previous department roles to troubleshoot issues with e-scooters, parts, and floor personnel. A team member since July of 2018, he brings seven years of combined experience in the mobility sector and warehouse leadership.



Karla Martinez Owunwanne, *Director Government Relations*

Karla leads community and government relations for the Southwest U.S. region, has been with Lime since October 2018, and is the current Chair of our Los Limes (Latinx) Employee Resource Group. She has over seven years of hands-on experience in managing government relations and building key contacts to foster major policy projects on critical community and global issues. Karla has played an instrumental role in charting Lime's strategic growth across California, including scaling up and overseeing our largest US market in Los Angeles. Additionally, Karla recently helped launch a multimodal fleet, which positioned Lime as the exclusive regional bikeshare operator for the six-county Sacramento region. She is a native Angeleno who has been living a car-free lifestyle for 4+ years. Karla holds a Bachelor's degree in Government from Harvard University.



Sam Sadle, *Senior Director Government Relations*

Sam leads government affairs and policy for Lime across California and North America. He has worked at the intersection of private industry and government in a variety of roles for more than a decade, and has successfully worked with city government departments, transportation agencies, and communities to launch more than 20 markets throughout the U.S. and Latin America for Lime. Sam earned his Master of Foreign Service degree from Georgetown University.



2.b. Identify the number, type, location and duration of other shared mobility systems Proposer has or is operating. Include all current operations, and samples of permitting requirements for such operations, and the history of compliance with permitting, state and local law.

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Many of our partner cities are similar in population size and area (square miles) to that of Glendale. We currently provide service to 37 cities with a population between 100,000 and 300,000 residents. We have highlighted three of those cities below. See **Appendix C** for a complete list of every city we currently operate in.

City Name	Salt Lake City, UT	Spokane, WA	Norfolk, VA
Population	200,000	219,000	244,000
Size of Area	110 square miles	69 square miles	96 square miles
Current/Historic Fleet Size	900 e-scooters current, 500 initial	1,500 e-scooters, 200 e-bikes	1,250 e-scooters
Length of Operations	Since July 2018	Since September 2018	Since June 2019
Daily Hours of Operation	24/7	24/7	24/7
City Regulation	Open permit	Competitive permit	Competitive permit
Lead Gov't Entity	Utah Transit Authority, Transportation SLC	Spokane Transit Authority	City of Norfolk, VADOT
Compliance History	Compliant with all permitting, state and local regulations	Compliant with all permitting, state and local regulations	Compliant with all permitting, state and local regulations
Permit Requirements	http://www.slcdocs.com	See Appendix E	See Appendix F
Reference	Jon Larsen Director, Transportation Division Department of Community & Neighborhoods Salt Lake City Corporation 349 South 200 East #150 Salt Lake City, UT 84111 801.535.6630 jon.larsen@slcgov.com	Colin Quinn-Hurst Pedestrian & Bicycle Planner City of Spokane, Planning & Development Services 808 W Spokane Falls Blvd Spokane, WA 99201 509.625.6804 cquinnhurst@spokanecity.org	Evandro Santos Program Administrator Norfolk Department of Transportation 810 Union Street Norfolk, VA 23510 757.664.7304 Evandro.Santos@norfolk.gov

Lime deploys more than 150,000 vehicles across over 135 cities on five continents every day, more than any other shared micromobility provider. See **Appendix C** for a complete list of every city we have operated in since our launch in 2017.

Our unmatched experience serving both large and small cities means we are well-positioned to provide service to Glendale in concert with our larger regional operations in Los Angeles County. We have highlighted three of our current regional operations below, including our multimodal service provision in Seattle, WA. See **Appendix D** for a complete list of our current operations.



City Name	Los Angeles, CA	Long Beach, CA	Seattle, WA
Population	3.99 million	467,000	745,000
Size of Area	503 square miles	80 square miles	83 square miles
Current/Historic Fleet Size	5,500 current, 3,000 initial	500 current, 300 initial; increase to 1,000 expected February 2021	500 e-scooters; 2,000 e-bikes
Length of Operations	Since December 2018	Since August 2018	Since May 2019
Daily Hours of Operation	24/7	24/7	24/7
City Regulation	Open permit	Competitive permit	Competitive permit
Lead Gov't Entity	Los Angeles Department of Transportation	Long Beach Department of Public Works	Seattle Department of Transportation
Compliance History	Compliant with all permitting, state and local regulations	Compliant with all permitting, state and local regulations	Compliant with all permitting, state and local regulations
Permit Requirements	https://ladot.lacity.org/sites/default/files/documents/combined-six-month-application-with-attachments_0.pdf	http://www.longbeach.gov/globalassets/go-active-lb/media-library/documents/programs/micro-mobility-program-m-e-scooter-se-bikes/clb_20-shared-micro-mobility-program_rev-6-aug-2020	https://www.seattle.gov/Documents/Departments/SDOT/Ne wMobilityProgram/SDOT%20Scooter%20Share%20Pilot%20Permit%20Requirements%201.2.pdf

2.c. Identify the length of corporate operation, and related or ancillary business operations beyond shared mobility systems.

Lime has operated shared bike services since our first launch of dockless bikes in May 2017 and operated e-scooter sharing services since our first launch of e-scooters in Washington, D.C. in February 2018. We have successfully provided dockless micromobility to cities for over three and a half years.

Lime is solely focused on shared, electric micromobility systems to serve trips under five miles, and has no ancillary businesses.



2.d. Provide the names and addresses of any person or entity that has (i) more than 10 percent equity, participation, or revenue interest in the application or (ii) is a trustee, director, partner, or officer of that entity or of another entity that owns or controls the Proposer. Identify the names and addresses of any parent or subsidiary of the Proposer, and describe the nature of any such parent or subsidiary business entity. Identify any subcontractors or other partner organizations.

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Uber Technologies, Inc. and Andreessen Horowitz are the only persons or entities currently holding an ownership interest of 10% or more of existing shares.

Uber Technologies, Inc:

1455 Market St. FL 4
San Francisco, CA 94103
United States

Andreessen Horowitz:

2865 Sand Hill Road, Suit 101
Menlo Park, CA 94025
United States

Lime partners and contracts with several local companies, like the Max Project, and Omar Tech LLC., to help perform some of the operational in-field tasks. These tasks are retrievals of maintenance vehicles, low battery vehicles, charging operations and deployment of our vehicles. These local companies are referred to internally as “Logistics Partners.” In the Los Angeles area, we have over 31 logistics partners and plan to bring on a logistics partner specifically based in the Glendale area. Lime will not use any independent contractors or “gig” workers in providing our Glendale service.



SECTION 3 Equipment

3.a. Identify the type and specifications of all devices. The selection committee may request a device demonstration if desired to clarify or confirm device details or functionality.

In Glendale we will operate our premium quality hardware that Lime acquired from JUMP in mid-2020. These e-bikes are built for sharing, designed for safety, reliability and durability, and have the most up-to-date features, described in detail below. We are happy to make this e-bike available for demonstration to the City.

Built for Safety

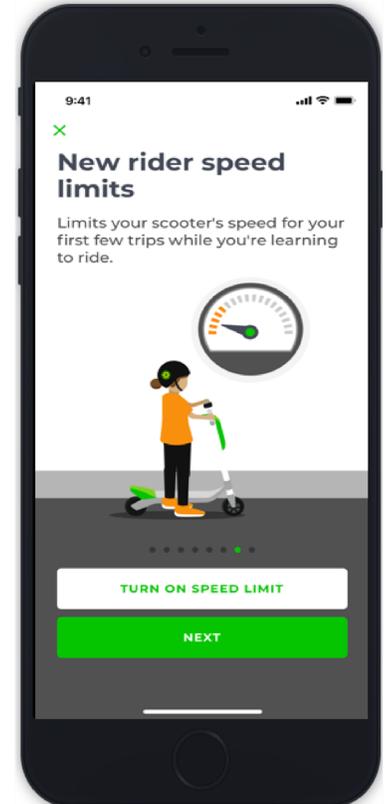
Lime equips our e-bikes with industry-leading safety features that support an enforceable framework for managing shared mobility services, protecting riders and non-riders alike.

Smart Technology

- **GPS and wireless location technology** that ensures our e-bikes will only work in permitted riding zones. The **most responsive geofencing** in the industry to control slow-zones, no-ride zones, and no-parking zones.
- **Real-Time Accident Detection And Response (RADAR)** - Accident detection and response system that helps detect aberrant vehicle operation and connects riders to emergency services should an incident occur.
- **On-board wireless diagnostics** to track every e-bike's status at all times. Any internal e-bike issue, such as battery abnormalities or disconnected cables, triggers an error code, which then remotely locks the e-bike and creates a retrieval task for our Operations Team.

Safe and Comfortable Ride

- Electric pedal assist
- Adjustable seat height
- **Step through**, aluminum frame
- Reliable front disc and rear drum brakes
- **Swappable** lithium-ion batteries
- Display and control panels
- Collapsible mounts for smartphone navigational use
- **Integrated, retractable cable lock** affording both lock-to and free-standing lock options
- QR codes to unlock the e-bike quickly
- Wireless connectivity and **real-time GPS**
- A **20-35 mile range** on a single charge



Clutter Prevention

- **Tip detection** to alert our operations team if an e-bike has fallen on its side (see **Section 5a**).
- The **kickstand** is designed to strongly support the vehicle in an upright position when parked.

Braking

- Our e-bikes have **dual mechanical brakes** for reliable, responsive braking with brake levers on the handlebar that stop both front and rear wheels, even on an incline.

High Visibility

- Reflectors on both sides
- Solid white **LED lights** in the front and a rear red light that illuminate whenever the e-bike is in use. We can program these lights to stay on for a period of time after each ride.

Durability

- With a **water resistance rating of IP67**, our e-bikes can withstand heavy rainfall and even complete immersion up to three feet.
- Large frame, shock absorbers, and solid tires to support stability in Glendale’s riding conditions.

Anti-Theft, Damage and Vandalism Protection

- Digital safeguards against unauthorised software modifications. If someone were to remove or hack into the e-bike’s control module, the e-bike would be unusable.
- Tamper resistant features, including puncture-resistant, foam-filled tires, tamper-resistant screws, enclosed wiring, and batteries housed behind protective rubber matting.
- Alarms ring when an e-bike is moved too far or too fast without being unlocked, and our internal systems alert operations staff to quickly respond. We also lock the rear wheel after it is moved beyond about a meter (to provide for proper parking).

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Lime Gen 2 E-Bike	
Photo	
Dimensions	<ul style="list-style-type: none"> ● 70.5 inches in length ● 44 inches in height



Weight	72lbs
Tire Diameter & Width	<ul style="list-style-type: none"> • 26 inches in diameter • 2 inches wide
Tire Type	Solid, vulcanized rubber
Brakes	<ul style="list-style-type: none"> • Front wheel disc brake • Rear wheel drum brake
Maximum Load	100kg
Lights	<ul style="list-style-type: none"> • Front white LED, constant when unlocked, visible up to 500 ft • Red rear LED, constant when unlocked, brighter under braking, visible up to 600 ft
Reflectors	Both sides and rear, visible from 200 ft
Bell	Mounted on handle bar next to brake lever. Activated by thumb lever
Gears	Electric motor, 3 gears
Power Source	2.8 Ah - 42 V swappable battery
Recharging Procedure	Retrieved, charged via port on vehicle at secure location.
Location Tracking	Transmission every 1 second. 2-3.5ft accuracy in dense urban areas
Motor Wattage	250 W
Maximum Assisted Speed	15 mph, electronically limited
Cargo Capacity	Front basket
Kickstand	Folding kickstand, optimized for stability
Certifications	UL 2272 - Standard for Electrical Systems for Personal E-Mobility Devices

Adaptive Vehicles

Lime was the first company to successfully introduce an adaptive e-scooter program in the U.S. (Oakland, California)¹, partnering closely with the City and disability advocates, and has the largest adaptive fleet and ridership of all operators where these programs have been introduced. We believe this success is based on our on-demand delivery model, daily rental cost structure, and meaningful collaboration and promotion. We look forward to working with the **Los Angeles County Commission on Disabilities** along with other local accessibility advocates to make our adaptive e-scooter and adaptive bike program work for all community members.

Designed for riders who are not comfortable or unable to stand for a long time, have limited capacity for walking and/or trouble balancing, and require storage capability that allows them to carry vital medical equipment (like a cane, braces, or oxygen equipment), our two and three-wheeled e-scooters feature an adjustable seat and spring suspension to ensure a more secure ride.

¹

<https://www.oaklandca.gov/news/2020/oakdot-and-lime-launch-first-ever-e-scooter-pilot-program-designed-for-riders-with-disabilities>





Lime first introduced adaptive vehicles in San Francisco and Oakland in 2019 and in Chicago in 2020. In each city, we use an **on-demand delivery model** for our adaptive e-scooters and bikes. For users that have unique mobility needs, accessing vehicles in the public right-of-way may be challenging and the vehicles may be far from their location. Instead, for a set daily rental fee, we deliver the equipment to the user's location and pick up the equipment after use.

At the beginning of the Glendale program, we will conduct a roundtable with municipal stakeholders to engage the local experts, including the **Los Angeles County Commission on Disabilities**, to best determine how Lime's adaptive vehicle program can best serve community needs. As we continue to build out our local efforts, our team would welcome the City's suggestions on people and organizations we should engage on this important public policy area.

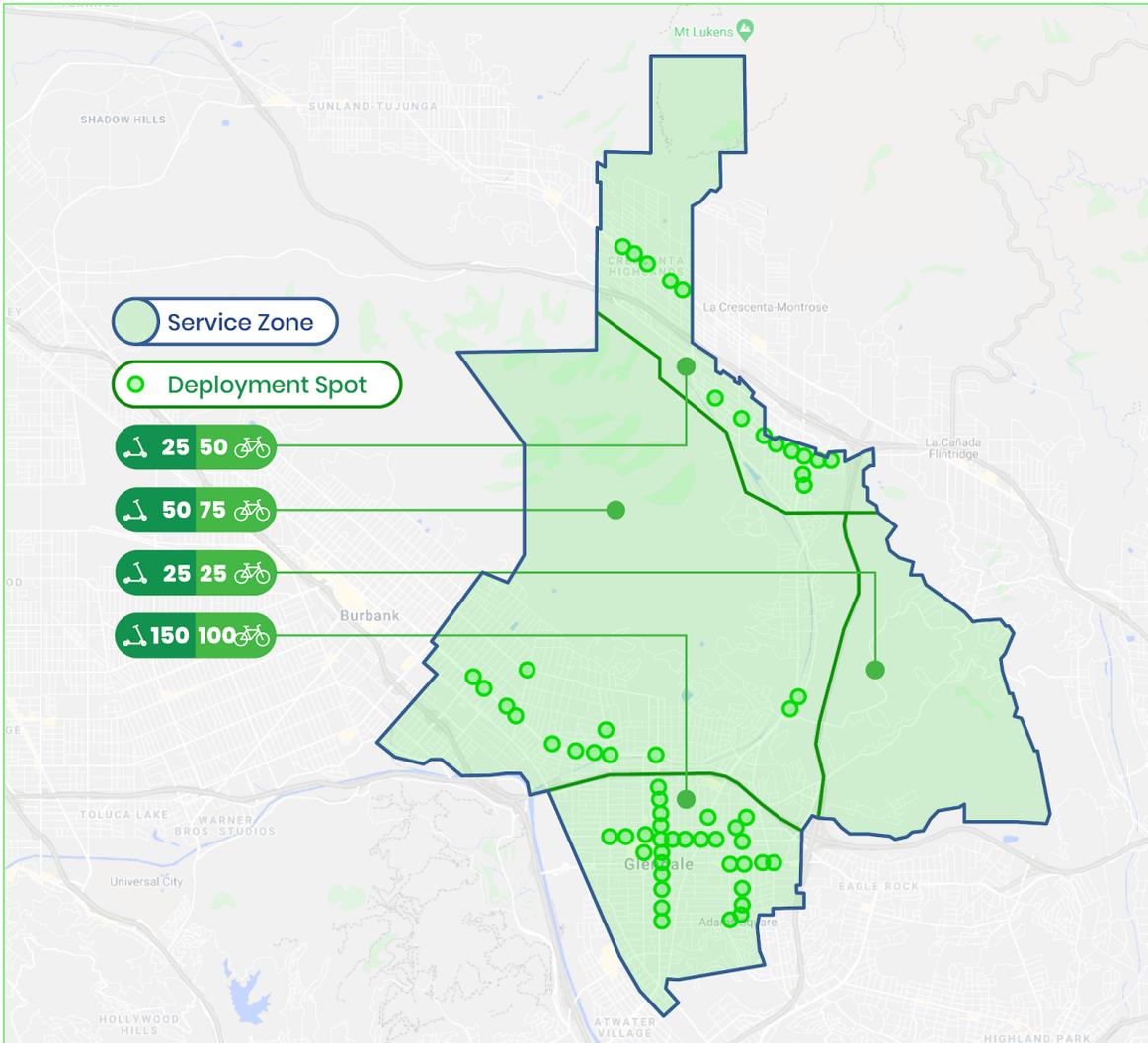


3.b. Provide the number of devices proposed at launch, and anticipated at the maximum during the Program.

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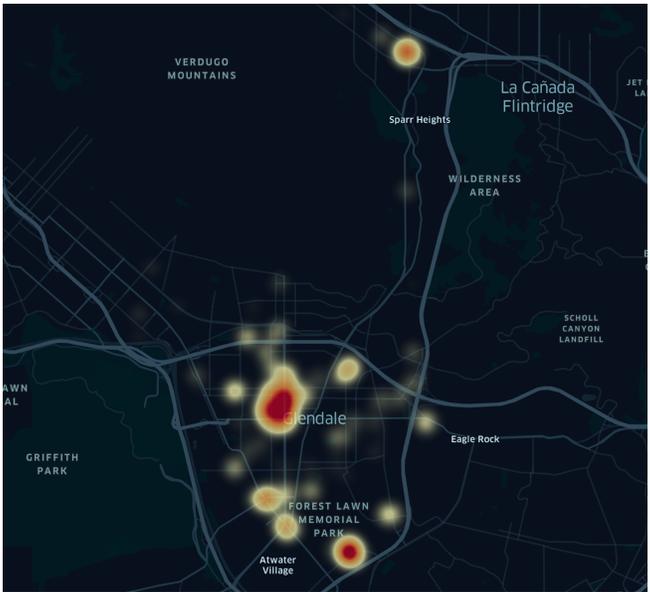
Lime has the resources and operational capability to begin operations immediately in Q2 of 2021 and will be at **full fleet capacity within the first week**. Our service area will include all Glendale neighborhoods, and will ensure seamless connectivity with surrounding City of Los Angeles neighborhoods where Lime has successfully operated since 2018. Our goal is to help the City with its goals of closing existing gaps in the City's first/last mile connectivity, encourage people to patronize businesses they may not otherwise frequent, and advance opportunities for visitors in Glendale to "park once" and experience the City's numerous amenities - all while promoting a healthy integration into the City's existing transportation infrastructure.

We will work with the City to determine the right sized fleet after the initial launch period of 90 days. We suggest an initial fleet of 250 e-scooters and 250 e-bikes to ensure Citywide coverage. The four primary deployment areas at launch will be North Glendale, West Glendale, South Glendale, and East Glendale. Our team will work closely with the City to guarantee that the deployment strategy takes into account the Glendale Safe and Healthy Streets Plan, Citywide Pedestrian Plan, the Safe Routes to School Plan, Bicycle Transportation Plan, Downtown Specific Plan, and the South Glendale Community Plan. See our proposed service area below.



Deployment Area	# of e-bikes
North Glendale	50
West Glendale	75
South Glendale	100
East Glendale	25
Total E-bikes	250

In each area our deployment will be focused in key points such as transit nodes and shopping districts. In **North Glendale**, we will deploy to key locations in Sparr Heights Business District, Verdugo City and Montrose Shopping Park. In **West Glendale**, we anticipate our deployments will be in Kenneth Village Shopping and near the Walt Disney Company’s Grand Creative campus. In **East Glendale**, we are planning to initially deploy around Glendale City College and near key bus stops to provide easy connection for the residents of this area to commute to the downtown area. Our deployment plan for **South Glendale** will have our highest concentration of bikes, in order to best serve the most populated area of Glendale. South Glendale is also the area where we have seen the most people opening our app in search of a vehicle, clearly demonstrating the community demand for this mode of transportation (see map right). Our deployment strategy will be focused on downtown, as well as Brand Blvd & Central Ave near The Americana, Glendale Galleria, and the Larry Zarian Transportation Center.



Visual heat map of app opens in Glendale

Vehicle Density: To determine the appropriate number of vehicles for any city, we start with the Institute of Transportation and Development Policy’s recommendation of 10-30 micromobility vehicles per 1,000 residents. Based on the ITDP metric, and given the 201,000 residents within the pilot area, demand in Glendale may ultimately support **at least 2,000** total vehicles (e-scooters and e-bikes) to serve residents, plus additional vehicles to serve the daytime workforce. We are confident that our proposed 250 e-bikes at launch will be sufficient to serve Glendale’s initial demand, and will work hand-in-hand with the City to identify new opportunities for fleet expansion as demand justifies.

The table and map above show our proposed vehicle distribution. We have determined the fleet size for each deployment zone based on populations density and estimated foot traffic. While we will have both e-scooters and e-bikes deployed through the City, we have concentrated our e-bike fleet in South Glendale and North Glendale where population density is highest. We will deploy a higher ratio of e-bikes in deployment zones that are further from South Glendale, as the seated position and added cargo capacity (front basket) makes e-bikes



more favored by riders for longer (two to five mile) trips.

Expansion Opportunity: As residents of Glendale begin to use Lime vehicles throughout the City, we will track patterns of both ridership based on demographics, built environment, and operator system characteristics as well as app usage. This data will guide our existing deployment strategy as well as identifying new fleet needs. We are providing e-bike and e-scooter fleet data together as the fleet size of the complementary systems are related. E-bikes are critical, equitably expanding the population served by a shared micromobility system. Glendale residents and visitors will greatly benefit from a combined e-bike and e-scooter share system with both vehicle types available on one app. Lime’s goal is to provide service citywide and grow the fleet appropriately to do so.

Many of the communities we serve allow fleet increases based on a **dynamic cap** system. Prior to the coronavirus pandemic, fleet increases were generally permitted for providers who were able to showcase an average TVD (trips per vehicle per day) of three or more. While Lime still relies on this metric, we have also found that commute patterns and use cases have evolved during this time, resulting in lower TVD but longer average trip time. To address these new rider patterns and continue to manage appropriate supply, we currently look to an average TVD of two or more *and* an average ride time over 14 minutes. As traditional rider patterns return in 2021, we will revisit our metrics and continue to adjust accordingly.

We will assess demand after the initial 90 day period, and will look to increase the e-bike fleet if supported by the data collected. We believe that a 3:1 ration of e-scooters to e-bikes will be most appropriate for the size and terrain of Glendale. We will continue to monitor and adjust both fleets as the program matures in consultation with the City.

3.c. Describe device communications, device location systems, device capabilities, and System data collection details.

CONFIDENTIAL, PROPRIETARY, AND TRADE SECRET INFORMATION

Device Capabilities - Location and Communications

Every Lime e-bike is equipped with global positioning system (GPS) technology that communicates with our back-end Operations Systems to track the position and usage status of every vehicle in circulation and major rider actions. In addition, we have advanced geofencing technology that uses onboard maps to rapidly recognize geofenced boundaries without the time lag associated with communicating with our servers.

Using the GPS technology on every vehicle, we have real-time dashboards that track the position and usage status of every vehicle in circulation and major rider actions. By monitoring this data, our team can address issues in real time, and track trends to plan for fleet deployment in the future. Our GPS technology has a “heartbeat” (communication with our network) of three to five seconds meaning we have created a fleet of vehicles more responsive to slow down zones than any other micromobility vehicle on the market today. This GPS functionality ensures every vehicle is equipped and governed by our geofence technology.

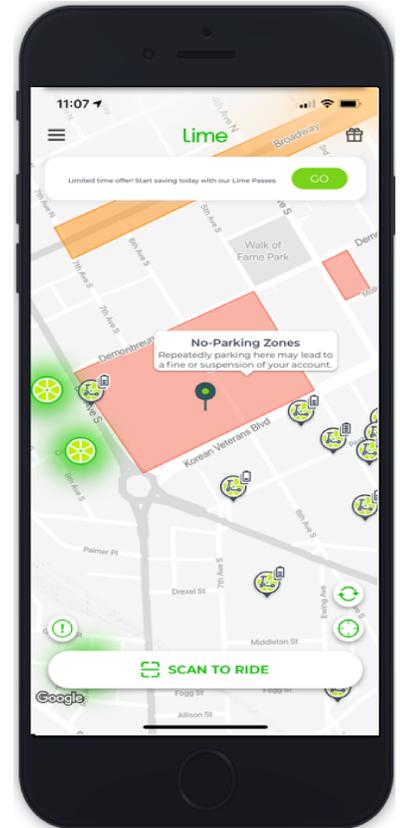
Industry-Leading Geofencing: Using GPS-enabled geofencing, Lime creates virtual “zones” that limit riding and parking in sensitive areas and restrict e-bikes from leaving the Service Zone. As a result of investments in our hardware and software earlier this year, Lime now offers **the industry’s most accurate and responsive**



capabilities, allowing vehicles to implement geofence zone commands up to **90% faster** and **30% more accurately** than in 2019. Moving forward, we hope to improve this responsiveness even further and expect to see even geofence responsiveness and improved GPS in the coming year.

Lime creates custom geofenced areas (“zones”) that can be used to influence rider behavior while they are operating our e-scooters and e-bikes. Our zone types include:

- **Service Zone (Boundary Limits)** - Our app shows the area where Lime provides service which communicates to riders the larger areas in which we operate, and prevents operations in areas where Lime does not have the authorization to operate.
- **No Parking Zone** - Riders are prevented from ending their ride in a no parking zone, marked in red on the app.
- **Preferred Parking Zone** - Lime uses geofencing to create areas where riders are encouraged to park, illustrated in the app with a blue “P”. Preferred Parking Zones are often combined with No Parking Zones to encourage responsible parking in particularly sensitive areas - such as Americana, Glendale Galleria, Glendale Community College, the Walt Disney Company’s Grand Central Creative Campus, and DreamWorks Animation Studios to name a few.
- **No-Ride Zone** - In a no-ride zone, we prevent the rider from accelerating, slowly bringing the vehicle to a halt. The rider is also prohibited from ending a trip in the zone and must physically roll the vehicle outside the zone to re-accelerate or end the trip.
- **Info Zone** - An in-app message is triggered to provide geography-specific information



Device Communications

Lime e-bikes have an **Electronic Control Unit (ECU)** and a **Communication Control Unit (CCU)** which control the speed. The ECU is the "brain" of the e-bike. The ECU and CCU both have hardware and software (called firmware) which dictates the parameters of e-bike operation.

The ECU and CCU run through the e-bike's software. Even if someone were to gain access to the motor, there is no physical switch to be tampered with. It is all done via our proprietary firmware and hardcoded into the vehicle.

System Data Collection

Lime’s system collects data about the performance of the fleet and the operation and maintenance of each vehicle (see **Section 7a & 7b**). We will share anonymized data on fleet operations with Glendale, see **Section 7d**.



We display geofenced zones prominently in our app to enhance rider awareness and compliance. In addition, we have in-app haptic and audible notifications when riders are entering or leaving a geofenced zone. As a result, riders have notice of riding and parking restrictions in real time without having to look at their phones.

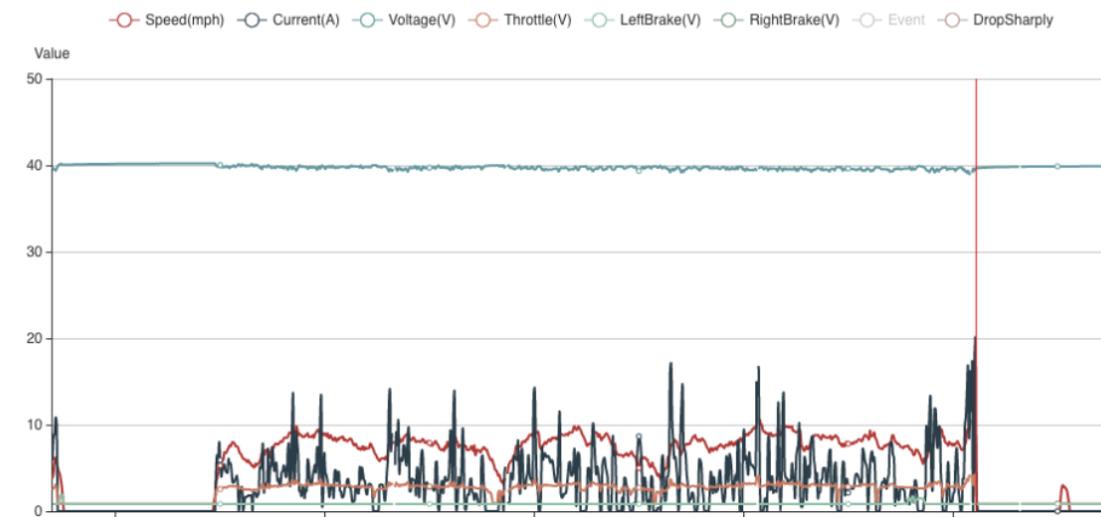
Additionally, once deployed, our vehicles are **self-diagnosing**. Our vehicles can identify more than 100 issues, each with a specific error code that Operations Team members are trained to recognize. We are also notified for issues like idling for more than 24 hours, losing GPS signal, low battery (less than 15%), and successive failed unlocks. See **Section 7a** for more information on our systems data collection.

Patented Sidewalk Riding Detection: As further detailed in **Section 5f**, we use our vehicles' accelerometer and speed data to detect with up to 95% accuracy when a rider is riding on a sidewalk instead of the street. We utilize this data to prevent this rider behavior, and, as riders have indicated through surveys that they primarily ride on sidewalks when they feel unsafe on the road, we also provide the City with aggregated data on usage as helpful for future infrastructure planning.

Real-Time Accident Detection and Response (RADAR): Lastly, our new RADAR system proactively identifies and reaches out to riders who may have experienced an accident. Using machine learning from Lime's 200 million-plus rides, when our on-board telemetry monitor detects unusual activity - sudden braking, vehicle falling down, extreme vibration, or motor current - the rider receives an in-app message connecting them to emergency services or our support team. The telemetry data is also used to tailor our safety programs, local operations, and the design of our hardware to address the most common issues.

How it Works

- The model constantly evaluates all trips started within a specified timeframe
- The e-bike's Central Control Unit monitors the trips and analyzes against the model
- If a trip is classified as a possible incident, the onboard telemetry logs are uploaded for immediate analysis
- Riders will receive a message in-app directing them to contact local emergency services if needed or direct them to our support team



Sample RADAR output



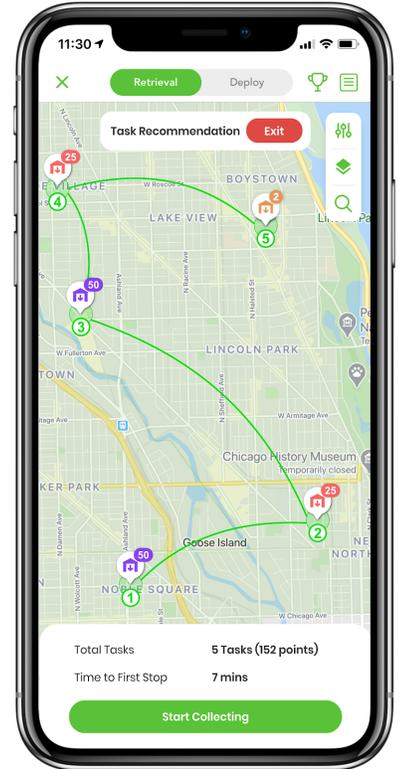
In addition, we collect detailed data on our fleet vehicles.

We are constantly looking for ways to improve our operations and reduce our impact both on the city and on the planet. Lime was the first global micromobility provider to join The Climate Group’s EV100, and in doing so made a commitment to transition all of our operations vehicles to 100% electric by 2030. In Glendale, we **commit to transitioning all of our operations vehicles to electric power** over the course of the 2021 pilot. This initiative is aligned with the *Greener Glendale Plan* strategic goal of creating a strong and healthy environment for residents by reducing carbon emissions within the Urban core.

Reducing Vehicle Trips in Fleet Operations: Our proprietary fleet management technology helps Lime minimize our vehicle miles travelled, which reduces both the environmental and congestion impacts of our fleet operations. We work to achieve this by implementing the following technologies:

- “T-Rex” Task Recommendation Algorithm:** Lime uses a proprietary algorithm, known as “T-Rex,” to prioritize field tasks based on route and task importance. Built into our internal Operations App, the program lines up tasks for our Operations Specialists (OS) and then provides **turn-by-turn navigation to each task to minimize wasted travel** through the day. This ensures the most efficient route is always taken by an OS during their shift.
- Vehicle Monitoring:** Telematic equipment is installed in all of Lime’s vehicles to track and **reduce vehicle miles travelled**. We use a robust fleet management service, EMKAY, and are able to track VMT, idle time, mpg, gps locations/routes, fuel costs, and more.
- Decentralizing and Optimizing Tasks:** Lime utilized Logistic Partners to support our operations in many cities. This allows us to efficiently have certain collection and charging needs provided in a decentralized fashion and often as part of a Logistic Partner’s daily tasks, reducing vehicle miles travelled. Further, we have enabled a Reserve feature which allows Juicers to more efficiently collect e-bikes nearby or their route of travel.

Reducing Right of Way Impacts: We ensure that our Operations Team members and Logistic Partners comply with the City’s traffic laws. Our staff receives training provided by our Operations Manager, reminding them of the rules of the road, as well as Lime’s rules for performing in-field operations, with monthly follow-up. Telematic and GPS equipment is installed in all of Lime’s vehicles to track routes and driving behavior. In the event of a fine for violation from the City or customer complaint about staff or Juicers, we provide re-education or other appropriate disciplinary measures, up to and including termination.

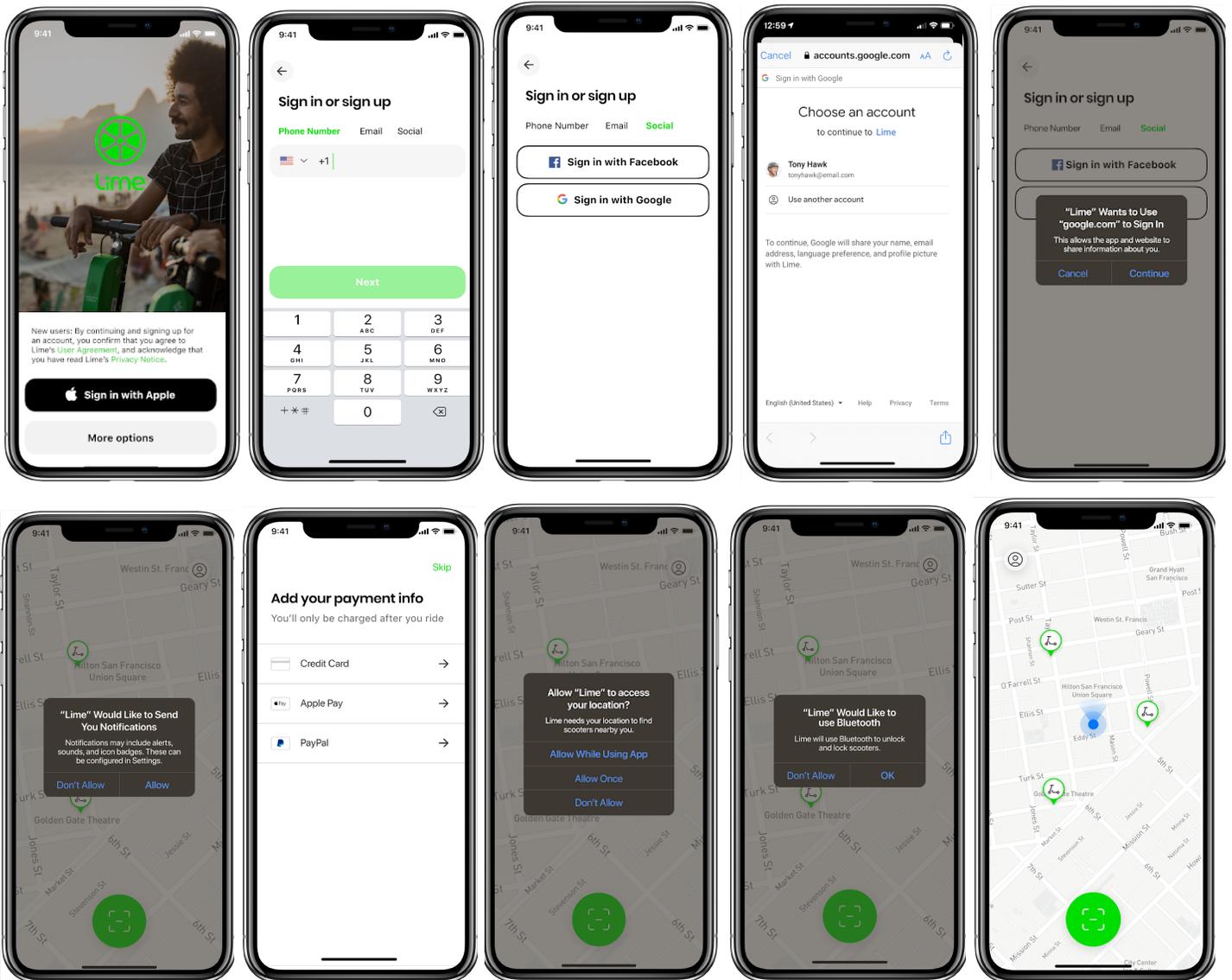


3.d. Describe the functionality and features of software and operations management systems for the proposed Program.

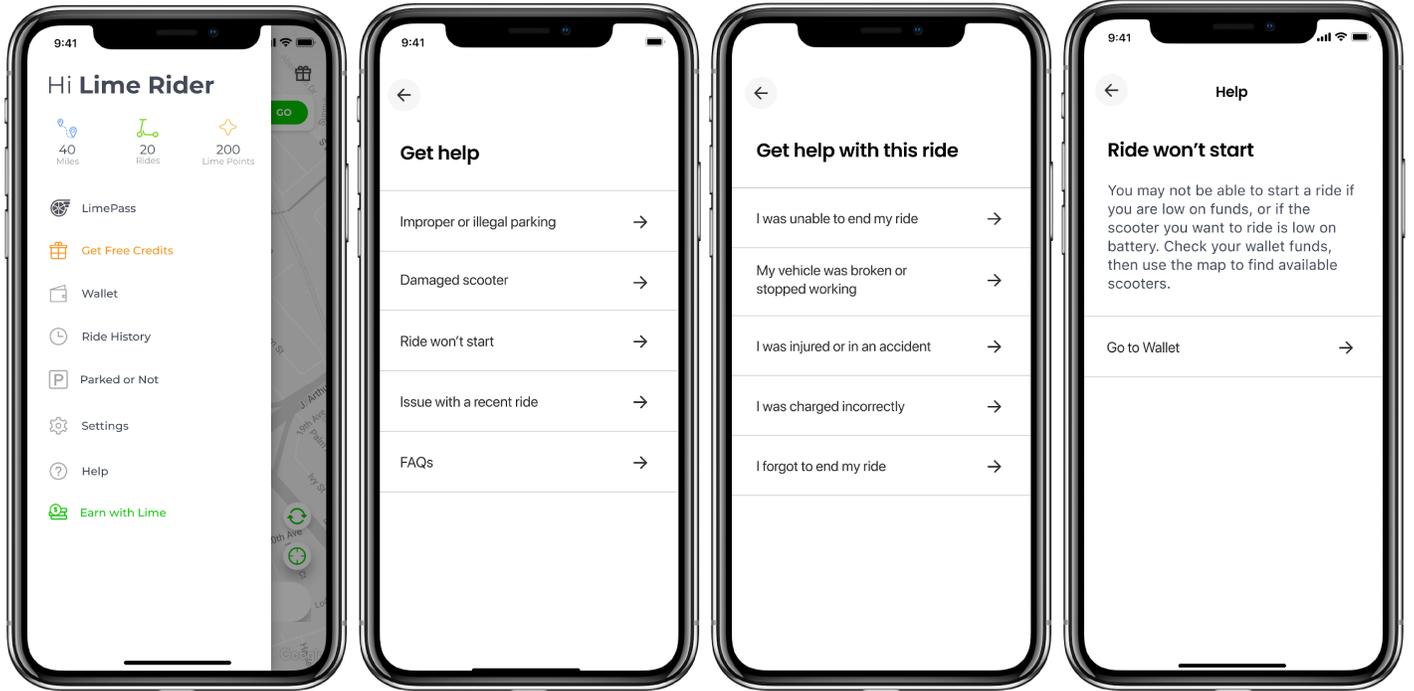
In our free app, riders and non-riders are able to access a number of materials, including a description of how our rates work, different payment options and pricing plans in their native language as set on their iPhone or Android Device.

Easy Sign Up: To sign up on our free Lime app, all that is required is a phone number, email address, or validated Facebook, Apple, or Android account. Other credentials, like a credit card, are required before taking a ride.

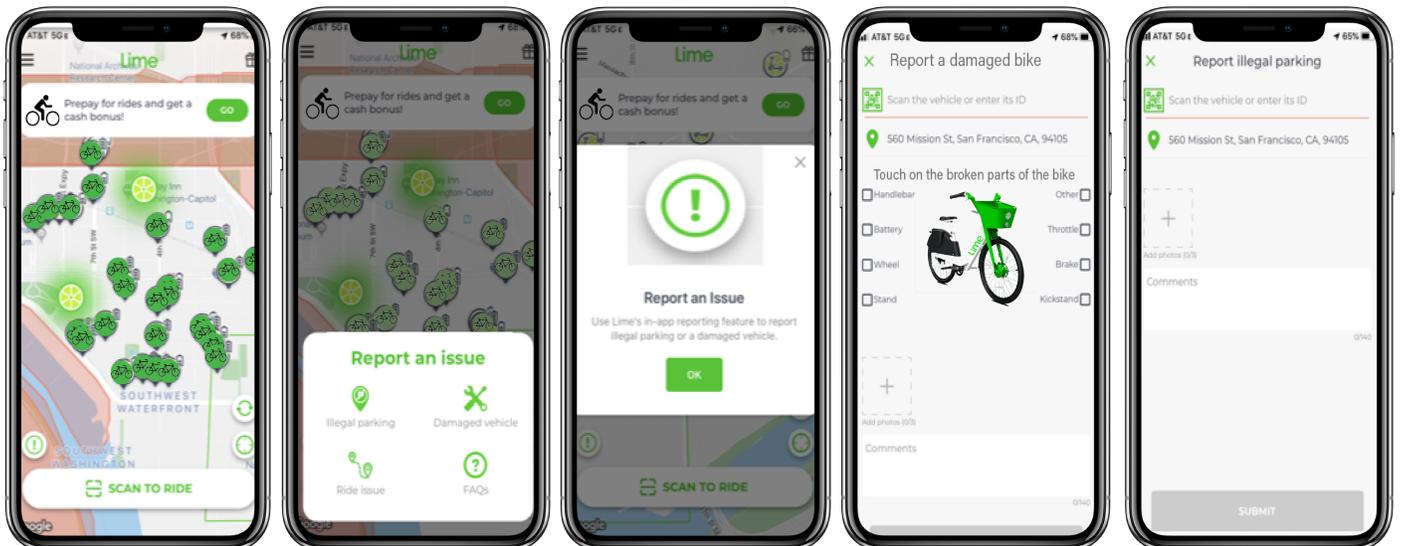
Below is our in-app user interface that riders or non-riders can download to access our vehicles or any of our online materials, including those listed above. When setting up an account the system will ask the user a series of permissions requests including the use of the users location, camera (for parking compliance photo) and the ability to send the rider push notifications.



Support at the Touch of a Finger: Easily accessible from our main menu drop tab is our help center, which any rider or non-rider can access at any time to report an issue. There are a number of in-app prompts that the user navigates through in order for our Operations Team to best address each issue as they arise. Notifications of a problem are immediately received by our operations team which place the vehicle in “maintenance mode”, not allowing any other rider to use that vehicle. All vehicle related issues are addressed **within two hours**.



Rapid Incident Reporting: We have a rapid incident reporting button on the home screen to facilitate easy reporting. Anyone with the app can use this function, and the reporter does not need to be on a ride. At the end of each ride, the rider is also prompted to report any issues.



See **Section 5f** for information on our in-app rider education tutorial and safety quiz.

Our proprietary fleet management technology helps Lime operations minimize our vehicle miles travelled, streamline retrieval tasks and monitor the entire fleet 24/7. This system allows our operations to reduce both the environmental and congestion impacts of our operations vehicles, and keep community members safe. We work to achieve this by implementing the following technologies:

- **“T-Rex” Task Recommendation Algorithm:** Lime uses a proprietary algorithm, known as “T-Rex,” to prioritize field tasks based on route and task importance. See **Section 3c** for more information.
- **Vehicle Monitoring:** Telematic equipment is installed in all of Lime’s vehicles to track and **reduce vehicle miles traveled**. See **Section 3c** for more information.
- **Self-Diagnostics:** Once deployed, our vehicles are self-diagnosing. Our vehicles can identify more than 100 issues, each with a specific error code that Operations Team members are trained to recognize. We are also notified for issues like idling for more than 24 hours, losing GPS signal, low battery (less than 15%), and successive failed unlocks.

If an issue is identified, the vehicle is brought back to the warehouse for further analysis and repair. Only our highly trained and specialized mechanics work on our vehicles. Every vehicle must pass through five individual quality control checkpoints by a Mechanic Lead, who has been put through additional in-house training to identify quality issues, before being redeployed. All maintenance activities are recorded in Lime’s Operations database, as well as a vehicle and parts inventory. Please see **Appendix G** for a full description of our maintenance, quality controls, inspection, and repair processes.

3.e. Confirm ability to provide minimum of 250 devices at program launch date.

As the global leader and largest micromobility provider in the Los Angeles region, Lime is **able to begin service in Glendale immediately** after receiving the fully executed contract, and will be ready to grow the fleet after the initial 90 day period, with permission from the City. Upon notice of winning this bid, our regional warehouse, that houses the largest fleet in greater LA County, will begin preparing the Glendale fleet. We have already begun to identify qualified candidates to join and expand our team for operations in Glendale, and will use our experience and established Los Angeles Operations Hub to support our efforts.

Two examples of our ability to launch immediately at the start of the program are highlighted below:

Miami, FL: Upon the first day of the reopening of the Miami micromobility program following a County-mandated COVID closure, Lime successfully deployed 750 scooters (market cap). Lime was the only company to deploy at full fleet on the first day of operations.

Seattle, WA: The City Council in Seattle, Washington, approved operations of e-scooters on September 8, 2020, and Lime launched a fleet of 500 vehicles (market cap) just one week later on September 16. This launch date was essentially the earliest authorized by the City of Seattle. Two other companies were also approved for operation in Seattle, one launching six weeks after Lime and another launching eight weeks after Lime.

Long Beach, CA: Upon the first day of the program launch in Fall of 2020, our local Lime team was able to



successfully deploy 500 scooters (market cap) within two days. Out of the four vendors selected for the Long Beach program, Lime was the only operator that scaled to the full 500 e-scooter cap and we remain as the only company to fully deploy to-date.

3.f. Identify potential local warehouse, maintenance or operational centers.

All of our Lime Operations are based out of our **regional warehouse in Hawthorne, CA**. This warehouse serves our current operations in the nearby cities of Los Angeles and Long Beach. This warehouse is over 25,000 square feet and will continue to be our home base for years to come. In addition to our Hawthorne Warehouse, **Lime's main logistics hub for North America is situated nearby in Vernon, CA**, with an additional **satellite logistics hub located in Commerce, CA**.



SECTION 4 Operations

4.a. Describe the fare structure, including any low-income or special fare options.

Lime's philosophy is to provide an affordable transportation option to all Glendale riders. Our standard e-bike price in Glendale is **\$1.00 to unlock** and **\$0.39 per minute**, and our standard e-scooter price is **\$1.00 to unlock** and **\$0.32 per minute**. To ensure our service can provide an affordable alternative to low-income residents in Glendale, we also offer **Lime Access**, our low-income discount program, and **Lime Prime**, a suite of subscription services for commuters and other frequent riders.

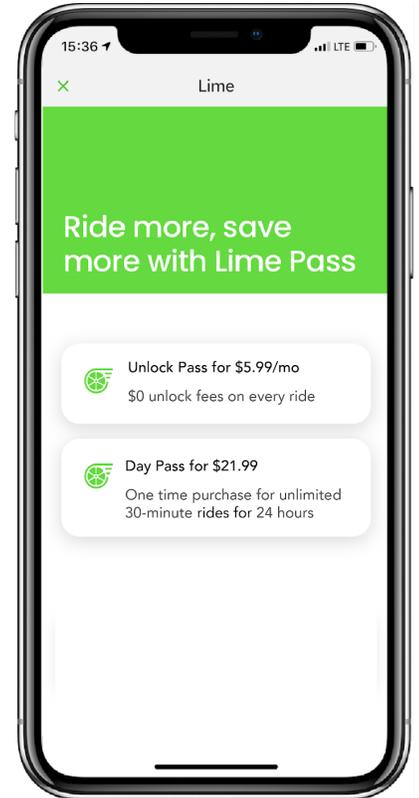
Lime Prime: E-bikes and e-scooters provide valuable first mile-last-mile connections to public transit. To further encourage daily mode shift away from cars, similar to transit, Lime is one of the only operators to offer discounted frequent ride passes. Lime Prime offers the ability to purchase:

- **\$21.99 Day Pass** - One-time purchase makes riding affordable with a flat fee for unlimited 30-minute rides for 24 hours
- **\$5.99 Unlock Pass** - Riders can skip the unlock fee for a month on every ride with a one-time purchase.

Ensuring Access for All

Lime Access: Lime believes that affordability should not be a barrier to using our service. We were the first dockless micromobility company to implement a program for low-income riders, **Lime Access**, which provides a significant discount on our standard pricing and allows community members access to the Lime platform without the need for a bank account or smartphone. The **Lime Access** discount program is available to recipients of Federal, state, or local subsidy programs, including those receiving unemployment benefits. Lime Access **participants receive a 70%+ discount on our standard fares** on all rides taken. The **Lime Access rate in Glendale is \$0.50 to unlock and \$0.07/minute**.

Our goal is to put the power of mobility into the hands of anyone who needs it with the least friction possible. In order to facilitate that, we will work closely with local community organizations, including our Lime Hero partner, **Los Angeles County Bicycle Coalition/Walk Bike Glendale**, as well as the City's Housing Division, Go Glendale, Glendale Youth Alliance, and the Downtown Glendale Association - to auto-enroll residents in Lime Access, thereby reducing barriers for low-income residents and making it easier than ever before to access affordable transportation across Glendale.



Lime Aid

Lime has provided free rides through our Lime Aid program to front line workers since March. Through our **Lime Aid program, we will be providing free rides to Glendale medical professionals, non-profit employees, teachers and other essential workers.** We have also upgraded our cleaning and disinfection protocols in accordance with the Centers for Disease Control and Prevention (CDC) guidelines.

Glendale-specific trip scenario based on various pricing models:

Trip Scenario	Cost of Lime Ride (Standard Fare)	Cost of Lime Ride (Lime Access)	Estimated Cost of Rideshare*	Cost of Using Personal Vehicle**
Commuting trip from the Americana at Brand to the Glendale Transportation Center (9 min e-bike trip)	\$3.88	\$1.13	\$9.50	\$41/day

*Estimated fare for an Uber or Lyft ride

** INRIX, Los Angeles City Cost of Driving, available at <https://inrix.com/press-releases/cod-us/>

4.b. Set forth the proposed hours of device availability, hours of customer service support, and hours of field support (i.e. outreach, rebalancing and maintenance);

Our customer service and local operations team is available around the clock, including holidays and weekends, to deploy, maintain, repair, rebalance and charge our fleet. Our vehicles will also be accessible 24/7 to the public, or as otherwise specified by the City.

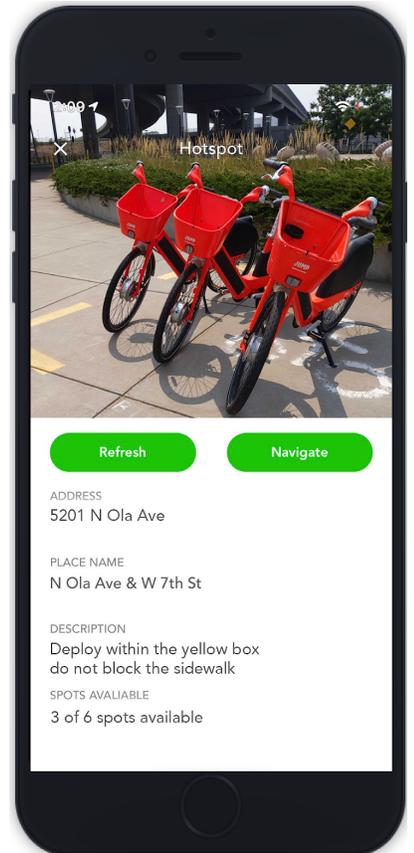
Deployment & Rebalancing: A Day Schedule of Operations

Every day, our Operations Team will deploy freshly charged vehicles daily to “hotspots” across Glendale in time for the morning commute.

Throughout the day, vehicles are repositioned for tidiness and “rebalanced” — moved to more desirable locations — to ensure that e-bikes are well used and address any improperly parked vehicles. In the evening, e-bikes are retrieved by our Operations Team and Logistic Partners for charging and repair/maintenance if needed (Operations Team only).

Below is a description of typical operational phases. The times will be adjusted for Glendale as needed.

Morning Deployment: Every morning between 4 a.m. and 9 a.m., our Operations Specialists and Logistic Partners deploy recharged vehicles to predetermined hotspots across the City. In Glendale, morning deployment hotspots can be found at all parking stations, in locations that service commuters — at Beeline bus stations along Central Avenue, Broadway, and Brand Boulevard, at existing bike



racks in neighborhoods bordering downtown Glendale, and at other mobility hubs like the Metrolink Station located in outskirt Glendale neighborhoods.

Our Operations Specialists and Logistic Partners are then routed to deploy our vehicles at these hotspots. Hotspots can change depending on time of day, day of the week, and season, as demand fluctuates because of weather, commuting patterns, special events, etc. By linking deployment to high trip demand, we avoid vehicles sitting idle, a potential opportunity for clutter or vandalism, and ensure that Glendale residents and visitors have e-scooters and e-bikes when they need them.

Redeployment: Throughout the day, we will monitor the Glendale fleet. We deploy Operations Specialists and Logistic Partners to reposition mis-parked vehicles, “rebalance” vehicles to maximize utilization and comply with regulatory requirements, and retrieve any vehicles in need of charging, repair, or which have migrated outside the Service Area.

In Glendale, our deployment locations will be filled daily to achieve citywide fleet standards. While vehicles do migrate during the day, we expect that they will remain within the service zone and continue to benefit business districts citywide. We will monitor e-scooter and e-bike availability levels throughout the day. If we find that e-scooters or e-bikes are migrating out of the service zone during the day, we will rebalance them during the day to ensure reliable service throughout the city.

Collection will be done by Operations Specialists and Logistic Partners who can view the location of vehicles awaiting collection on their mobile app. Throughout the day our Operations Team will monitor the Glendale fleet and reposition mis-parked vehicles, or return them to the warehouse for repair. There are several ways that both riders and non-riders can alert our team to equipment or safety issues, including through our app (see **Section 4f**) and customer service channels. Our robust technology and personnel allow us to resolve any fleet issue **within two hours**.

We will also rebalance vehicles to avoid overcrowding in particular locations, such as Downtown Glendale near the Americana and Glendale Galleria. We will divide up the City’s service area into *geohashes*—a geocoding system corresponding to 500 foot by 500 foot squares. If a particular geohash has too many e-bikes, we intervene and reallocate the vehicles to less dense areas. For example, if more than 20 vehicles are parked in a particular geohash, we will reallocate 50% of those vehicles to nearby geohashes or deployment areas. Additionally, when requested by the City or private parties, Lime can and does change deployment locations to make sure that there is no overcrowding of e-scooters or e-bikes in a particular area.

If a vehicle leaves the pilot area or is inappropriately parked in a no parking zone, the vehicle goes into “maintenance mode.” The vehicle automatically notifies Lime, and an Operations Team member or Logistic Partner retrieves and rebalances the vehicle. Using the GPS functionality in every vehicle, we have real-time dashboards that track the position and usage status of every vehicle in circulation and major rider actions. By monitoring this data, our team can address issues in real time, and track trends to plan for fleet deployment in the future.

On top of our efforts by our field staff patrolling popular locations to manage rebalancing needs, Lime is harnessing the power of technology by offering rewards for riders who rebalance vehicles to less crowded areas. Our Bonus Vehicle program incentivizes riders to rebalance vehicles to less crowded areas or where there is greater demand.



Recharging: Our Operations Team and Logistic Partners replace drained e-bike batteries as needed. We always know when vehicles need to be charged through the battery percentage display within our Operations back-end systems and mobile app. Logistic Partners are also able to see low battery e-bikes requiring battery swaps.

The local Lime team controls the battery level below which e-bikes are eligible for collection. In normal times, this level is set at 20% and makes it possible to limit vehicle miles travelled (VMT) to a minimum, thus reducing the environmental impact of our operations. The collection of low-battery vehicles can take place all day, but the vast majority of this operation takes place from 9 p.m. until midnight.

When the battery of a vehicle is completely exhausted, the GPS no longer communicates with our servers. It then becomes impossible to locate the vehicle “offline”. We have developed solutions to remedy this situation. Just before the battery is completely exhausted, the e-bike emits a final alarm signal, a beacon. The vehicle is automatically set to the highest priority for collection, and the app shows a search perimeter around the last signal sent. Our e-bikes are equipped with a backup battery intended to extend the GPS signal, for 24 to 36 hours, to avoid losing the e-bike. At eight percent battery life, our e-bike will put itself in maintenance mode to prevent further rides and preserve the remaining battery life.

Customer Service Support

Riders and non-riders can use any of our customer service channels, including through the **MyGlendale app**, to report safety and maintenance issues, improperly parked vehicles, or general inquiries pertaining to refunds, market operations, city launches, promotions, etc. The channels are staffed 24/7 by a multilingual team. See **Section 4f** for a description of our customer service provision.

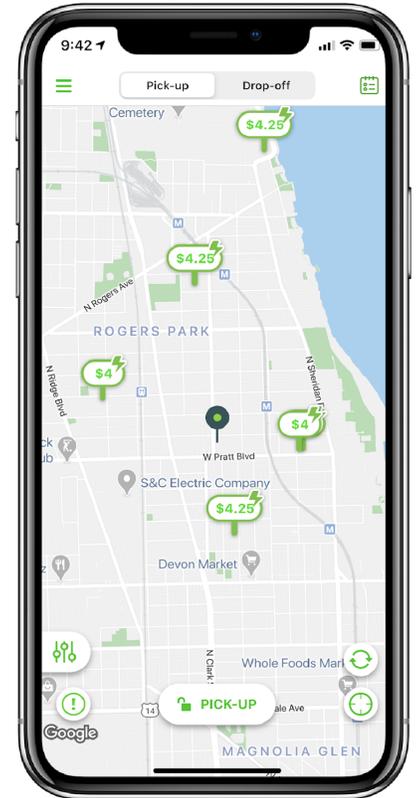
Field Support

Our customer service contact information is affixed to the stem of each of our vehicles. Both riders and non-riders may use the phone number to report an issue 24/7. Our on-call staff is available 24 hours a day to address any issue in the field within two hours.

4.c. Provide the proposed staffing plan and responsibilities for Glendale operations;

Regional Support

In every city we serve, Lime has a local team that runs the daily operations and responds to any issue that arises. The local team is supported by the **North America Regional Team** so that Glendale benefits from shared knowledge and best practices from across the continent. Local and Regional Teams are supported by Lime’s Central Team for shared functions like engineering, manufacturing, human resources, research, finance,



strategic planning, etc. Our local teams work with our regional and central teams to localize our safety, education, marketing, and other initiatives.

Local Staffing

In addition to working with a Glendale based logistic partner to help with our operations, we are committed to expanding our team within the pilot period by recruiting and hiring locally. Our Glendale operations will be supported by the LA regional team of 12 Operations Specialists and 18 mechanics. All of our repairs and maintenance are completed by one of these 18 mechanics in our Hawthorne warehouse located at 12839 Chadron Avenue. On a daily basis, in addition to regular repairs and maintenance our team also performs preventative maintenance. Preventive maintenance ensures our fleet is safe to ride and in the best condition possible.

Our team of 12 Operations Specialists performs an array of tasks including retrievals, rebalancing vehicles from lower utilization areas to higher utilization areas, resolving any complaints and City requests, deploying newly charged and/or repaired vehicles, and serves as the direct customer service representative of Lime to our local markets.

In addition to our in house team of Operations Specialists, Lime partners with several local companies like Qx Logistix, the Max Project, and Omar Tech LLC., to help perform some of the operational in-field tasks. These tasks are retrievals of maintenance vehicles, low battery vehicles, charging operations and deployment of our vehicles. These local companies are referred to internally as “Logistics Partners.” In the Los Angeles area, we have over 31 logistics partners and plan to bring on a logistics partner specifically based in the Glendale area.

Our team consists **entirely of W-2 employees**, including our **Operations Specialists** who tend to our fleet in the field, Lime trained and certified **Mechanics** who inspect and repair our vehicles, and **Logistic Partners** - local companies and nonprofits like the Glendale Youth Alliance - to assist with rebalancing, and recharging e-bikes. These companies are subject to our standard procedures (i.e. labor and battery handling) and Code of Conduct. **Logistic partners will be subject to the same hiring practices as Lime staff in terms of living wage, benefits, and career development.** Lime will not use any independent contractors or “gig” workers. Our two primary logistic partners, QX Logistix and the Max Project are certified Minority and/or Women Owned Business Enterprises (M/WBE).

Local Contracting Partners: Lime is committed to nondiscrimination, treating all workers with dignity and respect, ensuring safe working conditions, and conducting environmentally responsible, ethical operations. We will seek out a MBE/WBE/VBE/BEPD/DBE and LGBTQ+ Glendale company to contract with for our local operations. In addition, our corporate Code of Conduct requires that our suppliers and their supply chain comply with our diversity, nondiscrimination, healthy and safe working conditions, and environmental requirements.

Job Descriptions

EV Ellington, General Manager is the “CEO” of the market, responsible for planning and overseeing all of the markets in their territory, and accountable for the performance, growth and profit/loss of the business.



The local Glendale team will be overseen by **Alyssa Edelen, Senior Operations Manager (“OM”), who handles the day-to-day operations of the market**, ensuring that the e-bike program is running smoothly. The OM is responsible for hiring the local Operations Team, ensuring that the Operations Team adheres to the City’s regulations regarding device requirements, deployment, and parking conditions. The OM also supports our community outreach and engagement efforts, such as our rider education First Ride Events (see **Section 5c**), and serves as a primary local point of contact for the City in case of any emergency or urgent issue.

The Operations Manager oversees the Operations Team, which has two sub-teams: Operations Specialists and Mechanics. Operations Specialists are responsible for being in the field managing our fleet. They are available to address fleet issues within the timeframes established by the City. Their primary responsibilities include: patrolling to make sure the vehicles are properly parked; rebalancing the vehicles; addressing any complaints; ensuring vehicles are charged; and retrieving vehicles that require maintenance.

Operations Specialists (“OS”) are responsible for managing our e-bikes throughout the City. Other primary responsibilities include: patrolling to make sure vehicles are properly parked, rebalancing stagnant vehicles, responding to any customer service requests, ensuring vehicles are charged, and retrieving vehicles that require maintenance.

Mechanics are responsible for all maintenance and repairs on Lime e-bikes. Our team of in-house mechanics ensure that all vehicles are in good working order and safe for our riders. All mechanics receive extensive hands-on training, including a Mechanic Proficiency Test, and are provided with all the equipment and tools needed to keep our e-bikes in top shape. All mechanics must pass the *Lime Mechanic Proficiency* test after training before completing their onboarding process.

4.d. Provide a plan for achieving service area coverage and balancing, including the nature and frequency of rebalancing throughout the day to provide availability and avoid overconcentration of devices in the service area;

Lime vehicles are deployed, redistributed and charged on a daily basis. Vehicles that are found in unapproved areas will be rebalanced by the fleet management team or Logistics Partners back to an approved location most frequently within fifteen minutes, and no more than **two hours** of notification.

Demand-Driven Deployment: Lime deploys our e-bikes to “Limespots” - locations we have identified as ideal for e-bike deployment - throughout the City. When Operations Specialists and Logistic Partners deploy and rebalance our vehicles, they are guided by our proprietary operations software, the **“Limespot Optimizer.”** The Limespot Optimizer is a predictive algorithm that accounts for historical demand for each hour of each day. We use this data to identify the best LimeSpots to deploy and where e-bikes may need to be rebalanced to, such as transit stops, during the day to meet the needs of Glendale residents and visitors.

Our Operations Specialists and Logistic Partners are then routed to deploy our vehicles at these LimeSpots, prioritizing our preferred parking stations and parking corrals (see **Section 5a**) at Beeline Bus stations and transit hubs like the Larry Zarian/Glendale Transportation Center in South Glendale. LimeSpots can change depending on time of day, day of the week, and season, as demand fluctuates due to weather, commuting



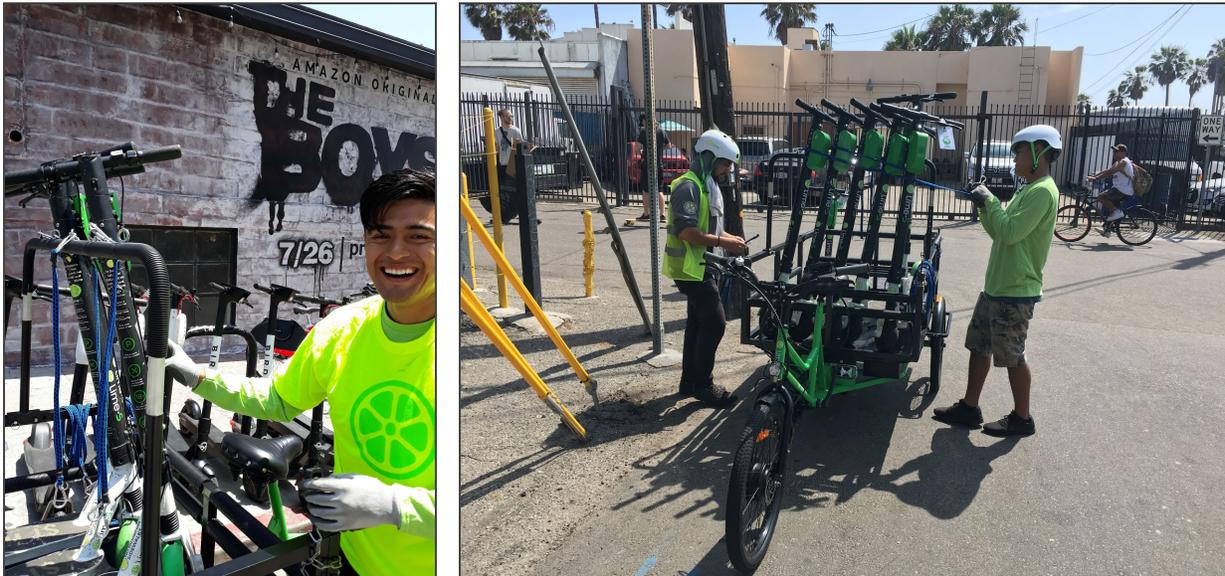
patterns, special events, etc. By linking deployment to high trip demand, we avoid vehicles sitting idle, a potential opportunity for clutter or vandalism, and ensure Glendale residents.

Ensuring Proper Deployment: Lime is especially sensitive to properly calibrating the right number of vehicles at each LimeSpot. A heavily used LimeSpot might call for more vehicle slots, but this may be tempered by the space configuration of the LimeSpot. If it has a narrow pathway or high traffic, there is a higher likelihood of vehicles being knocked over. Instead, we will reduce the number of vehicles and focus on frequently redeploying vehicles to the LimeSpot to meet demand. In addition to monitoring our fleet through our proprietary software, we also employ our Operations Specialist and Logistic Partner team members to ensure proper deployment on the ground. We will also ensure transit hubs throughout Glendale have a number of vehicles available at morning and evening weekday rush hours to promote multi-modal transportation.

Active Field Attention: Throughout the day, our Operations Team monitors our fleet in real time. Vehicles are **proactively repositioned for tidiness and rebalancing** to address any improperly parked vehicles. In the evening, vehicles are retrieved by our Operations Team and Juicers for charging and repair/maintenance if needed, preventing low-battery or broken vehicles from cluttering the streets.

Lime Logistics Partners (see **Section 4c**) use a combination of vehicles and modes to collect vehicles. These include collecting by foot, bike trailer, and vehicles (both gas and electric). Logistics Partners account for approximately 80% of all charging and deploying of our e-bikes.

Bonus Vehicles: To redistribute vehicles that are improperly parked, overcrowded, or are placed in off-limits areas, we developed the “Bonus Vehicle” program. Non-compliant vehicles have their e-bike icon replaced in the app with a dollar sign. Riders who take those vehicles and ride them to an area with a low density of vehicles will be awarded with ride credits.



Lime Patrol team in action in Central Los Angeles and Venice Beach

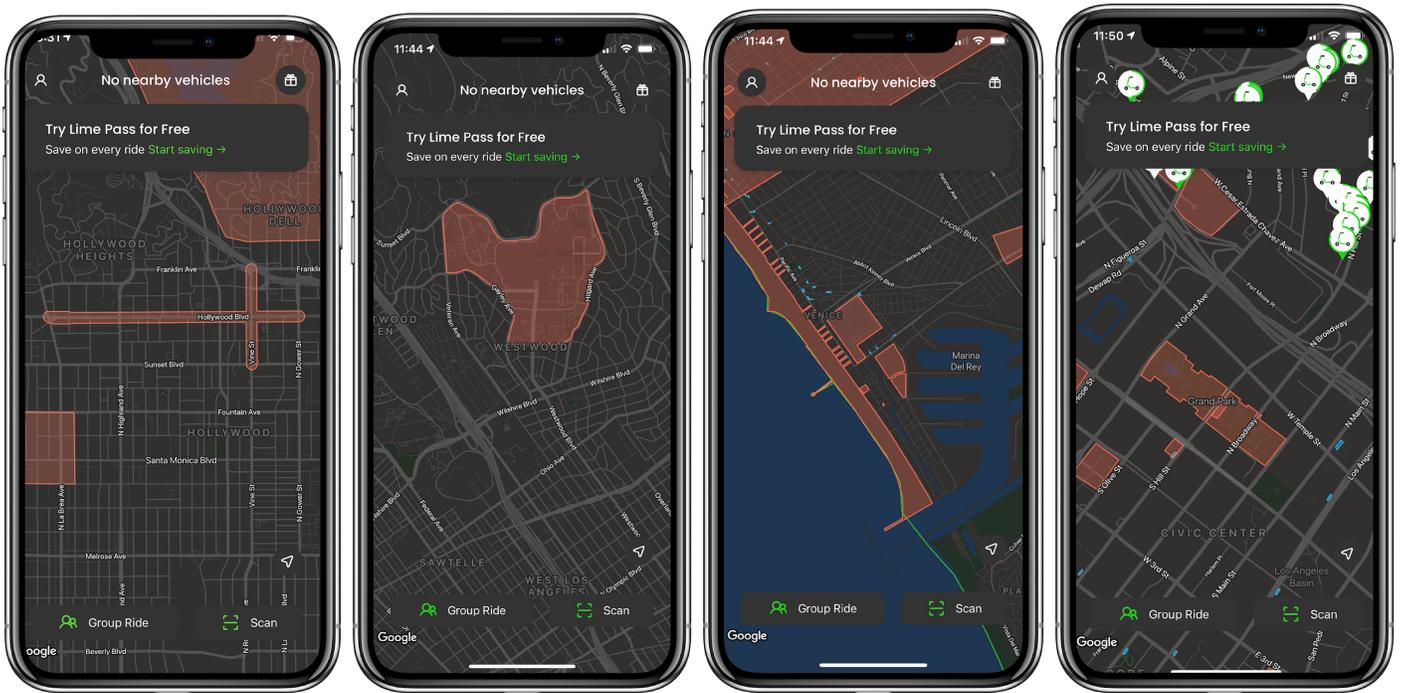
Lime Patrol: Our Lime Patrol team are on the ground ambassadors in the community, educating the public, proactively responding to parking and rebalancing issues, and providing customer support. Lime Patrol actively



observes parking corrals and sidewalks to educate riders on parking in preferred parking areas and correcting mis-parked vehicles.

4.e. Describe the proposed Geofencing boundaries of particular areas of the City, defined as the service area, as appropriate areas to operate the devices, and show what solutions or incentives will be available to get users to operate within the approved service areas.

Lime has the ability to geofence sensitive areas, such as the Americana, Glendale Galleria, Glendale Community College, the Walt Disney Company’s Grand Central Creative Campus, DreamWorks Animation Studios, and other City required locations throughout Glendale. Users will not be able to ride e-bikes in these no-ride zones. The geofence triggers a throttle command to the e-bike motor, slowing the vehicle to a safe stop, and preventing riders from continuing into the zone. Below is an example of geofenced zones around Los Angeles, prohibiting riders from entering or parking within the geofence.



Lime also has the ability to use geofences to prohibit riders from parking or ending their ride within the restricted zone. E-bike rides can only be ended once the e-bike has exited the no parking zone. As detailed in **Section 3c**, we have several geofencing solutions we are able to deploy, and will work with the City and property owners to accommodate ongoing requests for these solutions.

4.f. Provide a proposed plan for resolution of on-going issues, daily complaints and emergencies. Provide details of how you will move devices that are parked incorrectly, are reported as complaints, or are out of service.

Resolving Ongoing Issues: Alyssa Edelen, our Senior Operations Manager for Glendale, will run the day-to-day operation of the fleet and oversee our Operations Team, ensuring that we are compliant with the City’s rules



and regulations. She will serve as the day-to-day contact for the City and will make her phone and email available for any City requests that need to be addressed 24/7.

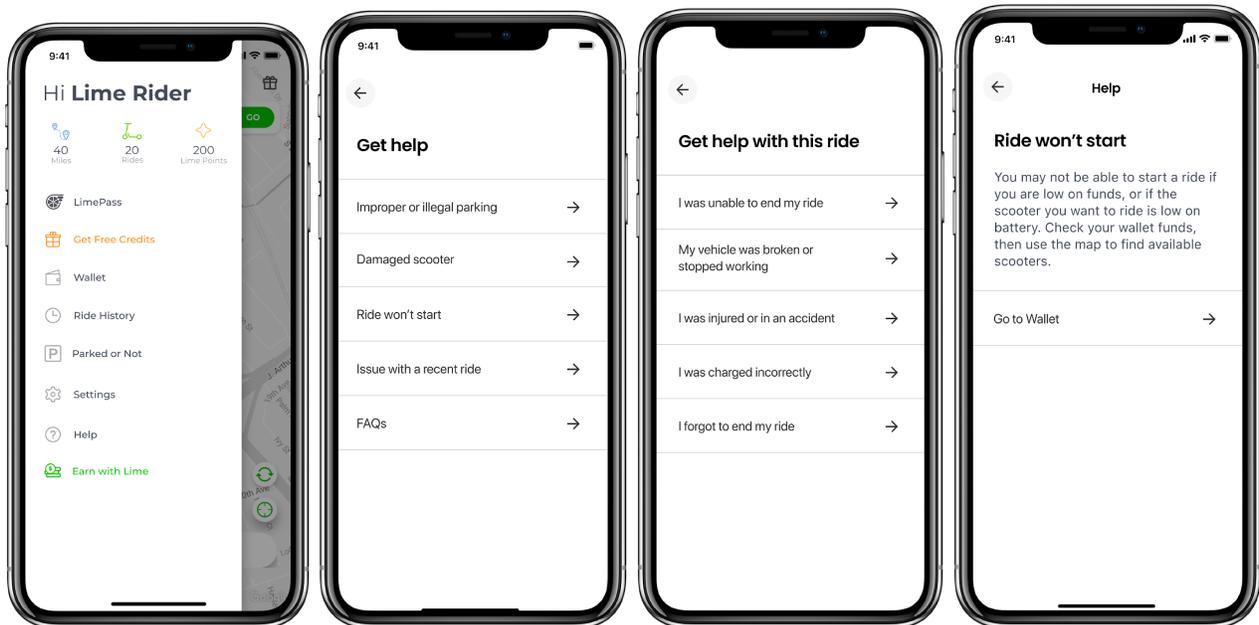
Karla Martinez Owunwanne, our Director of Government Relations for California, will work closely with the City on any programmatic changes or concerns that arise.

The best vehicle is one that never ends up out of place. Throughout the day our Operations Team will monitor the Glendale fleet and reposition mis-parked vehicles, “rebalance” vehicles to maximize utilization and comply with regulatory requirements, and retrieve any vehicles in need of charging, repair, or which have migrated outside the Service area.

We are able to monitor vehicle location, battery charge, and mechanical status throughout the day using our proprietary operations software and applications. We also monitor the fleet through **active field attention and our Lime Patrol team** throughout the day, proactively repositioning vehicles for tidiness and rebalancing in real time. See **Section 4d** for more information on our rebalancing efforts.

There are several ways that both riders and non-riders can alert our team to equipment or safety issues, including through our app and customer service channels. Additionally, our proprietary software and hardware is self-diagnosing and has the ability to recognize an error and place itself in maintenance mode, which is then elevated through our system to our operations team.

Support at the Touch of a Finger: Easily accessible from our main menu drop tab is our help center, which any rider or non-rider can access at any time to report an issue. There are a number of in-app prompts that the user navigates through in order for our Operations Team to best address each issue as they arise. Notifications of a problem are immediately received by our operations team which place the vehicle in “maintenance mode”, not allowing any other rider to use that vehicle. All vehicle related issues are generally addressed within fifteen minutes and no more than two hours.



Any vehicle that is reported to our team as damaged or inoperable is immediately placed in maintenance mode and cannot be rented until fully inspected and repaired.

Riders and non-riders can use any of our customer service channels to report safety and maintenance issues, improperly parked vehicles, or general inquiries pertaining to refunds, market operations, city launches, promotions, etc. Our customer service contact information is affixed to the stem of each of our vehicles. The channels are staffed 24/7 by a multilingual team, and our on-call staff is available 24 hours a day to address any issue in the field **within two hours**. We have been operating in Los Angeles and Long Beach for over two years, and addressing complaints or issues within this time frame has proven successful.

We also have the ability to integrate with the **MyGlendale app**, the **City's 311 hotline**, so that residents have a familiar way to report any issues. We immediately receive notifications for 311 service requests, in neighboring Los Angeles, we consistently close the tickets in under 2 hours. The Glendale team will be supported by our Trust and Safety Team (T&S), which is responsible for the safety of Lime's entire system. If we learn of a serious injury or incident from customer support, police, media, or any other channels, we immediately escalate the issue to our **dedicated Trust and Safety and Emergency Response Teams**, and activate the following protocol:

- **Gather Incident Details & Plan:** We identify the rider and vehicle involved, gather other salient details about the incident, and create an individualized response plan for the situation, engaging stakeholders across Lime as needed.
- **Vehicle Retrieval:** Once the vehicle involved is identified, we create an "Urgent Retrieval Ticket," to prioritize recovery of the vehicle. We securely store the e-bike as-is in our warehouse, making it available to local authorities as appropriate.
- **Outreach & Support:** We offer our support as appropriate to those directly affected by the incident, the police, and local officials to ensure each group is properly taken care of. For police, this includes guiding them through how to submit requests to our Law Enforcement Portal to provide the necessary information.
- **Vehicle Analysis:** We use all available data including the vehicle's telemetry logs to aid our investigation and flag potential issues. After any reported incident, our engineers and T&S analyze this data to learn from the incident and improve the safety of future trips.

For more information on our customer communications and how we track and reported issues, see **Section 4h**.

4.g. Provide a proposed plan for regular device maintenance.

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Throughout the day, our Operations team monitors our fleet in real time. Each day, our vehicles are deployed, rebalancing, or retrieved by our operations team for charging and repair/maintenance if needed. Lime proactively inspects our vehicles at regular intervals, as well as in the event of a number of triggers, including rebalancing, customer service reports, and **self-diagnosis from the vehicle, which runs health checks over 1,000 times per second**. Any vehicle in need of repair is flagged in our app for retrieval and put into "Maintenance Mode," preventing a rider from using the vehicle until it can be inspected and repaired. At the



request of the City, we are able to provide a report of all repairs done to our vehicles.

Lime has Standard Operating Procedures (SOPs) for every task to provide detailed steps for our Operations Team to ensure timely and consistent execution. Through our internal Operations App we maintain logs of all activities related to each vehicle:

Task	Schedule	Documentation
Deployment		
Regular auditing and relocating vehicles based on changing demand	Ongoing Measurement	Data of vehicle location available at any time via Insights Dashboard; Summary data available upon request
Parking compliance (Dockless unit Deployment & Parking Requirements 1-6)	Ongoing Measurement	Operations Team and Logistic Partners deployment tasks and confirmation photos stored in Lime's Operations database; Customer Service records provided monthly to City per; Analysis of trip starts/ends
Vehicles deployed only within Glendale	Ongoing Measurement	Data of vehicle location available at any time via Insights Dashboard; Summary data available to City upon request
Routine inspection (including Vehicle Service)	At least once every seven days	Maintenance activities are recorded in Lime's Operations database; monthly maintenance records will be provided to the City
95% of deployed vehicles in good working order	Ongoing measurement	Internal data, available at any time via GBFS feed
Inspection of corrals (including Vehicle Service)	Bi-weekly	Assigned tasks for our Operations Specialists are recorded in our Operations database
Maintenance		
Accurate and up-to-date inventory	Ongoing Measurement	Vehicle count available at any time via Insights Dashboard; Vehicle and parts inventory recorded in our Operations database
Issues with parking areas remedied within 24 hours	Ongoing Measurement	Customer Service records provided monthly to City per; 311 data tracked both by Lime and the City
Cleaning		
Cleaning and disinfection	Daily and upon return to warehouse	Completed tasks by Operations Specialists are recorded in our Lime admin database
Deep cleaning including removal of graffiti, etc.	As needed and upon return to warehouse	Maintenance activities are recorded in our Operations database; monthly maintenance records will be provided to the City



Operations		
Speed reduction in requested areas	Ongoing Measurement	Engineering documentation; in-person demonstration available upon request
In-app messaging around geofenced areas	Ongoing Measurement	Braze communications database records; screenshots of messaging
Charging		
Deployment of vehicles +90% charged	Ongoing Measurement	Level of vehicle charge available to City via Insights Dashboard; vehicle records stored in our Operations database
Retrieval of vehicles -15% charged	As needed	Operations Team and Logistic Partner deployment tasks and confirmation photos stored in Lime’s Operations database
Repair		
Preventative maintenance	See “Routine Inspection”	Maintenance activities are recorded in our Operations database; monthly maintenance records will be provided to the City
Reactive maintenance	As needed	Maintenance activities are recorded in our Operations database; monthly maintenance records will be provided to the City
Issues with parking areas remedied within 24 hours	Ongoing Measurement	Customer Service records provided monthly to City per; 311 data tracked both by Lime and the City
Waste Management		
Waste stream audit	Annually	Audit report; recycling and disposal manifests

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Frequency: We perform both preventative and reactive inspections of our vehicles. Our process starts with a full inspection at the warehouse by a Lime trained and certified mechanic every seven days. Inspection includes a **full 65-point evaluation:** screws, brakes, handlebars, grips, battery damage or wear, lights, cleanliness, a test ride, and more. Any vehicle overdue for an inspection is flagged for immediate retrieval. In addition, Operations Specialists are equipped with a mobile toolset and complete a routine **visual inspection each time the vehicle is touched** (rebalancing, reparking, etc.).

In order to ensure the maximum safety of our riders, we also inspect vehicles upon the following triggers and, if any issues are identified, the vehicle is returned to our warehouse for repair:

- **Self-Diagnostics:** Once deployed, our vehicles are self-diagnosing. Our vehicles can identify more than



100 issues, each with a specific error code that Operations Team members are trained to recognize. We are also notified for issues like idling for more than 24 hours, losing GPS signal, low battery (less than 15%), and successive failed unlocks.

- **Preventative Maintenance:** In order to ensure the maximum safety of our riders, vehicles are inspected on a regular rotation. If a vehicle has not had an inspection in the past seven days, it is flagged for immediate retrieval to the warehouse for service.
- **Customer Service Reports:** Any issue reported to our Customer Service line by riders or Logistic Partners is flagged for retrieval and inspection.
- **In-app Rider Reports:** Vehicles that are poorly rated for three rides in a row or vehicles marked in the app as damaged are immediately flagged for retrieval and repair.
- **Rebalancing:** Our Operations Team inspects each vehicle that is being rebalanced from one location to another.
- **Deployment:** Vehicles collected by our team are inspected and any maintenance is performed before morning deployment.
- **Battery Charging or Swap:** As required.

Importantly, any vehicle flagged for inspection or repair is immediately placed in “maintenance mode.” The local Operations Team is notified and the vehicle cannot be rented until it has been inspected.

Repairs: If an issue is identified, the vehicle is brought back to the warehouse for further analysis and repair. Only our highly trained and specialized mechanics work on our vehicles. Every vehicle must pass through five individual quality control checkpoints by a Mechanic Lead, who has been put through additional in-house training to identify quality issues, before being redeployed.

Repair turnaround time from arrival at the warehouse to redeployment in the field is 24 hours. Less than 5% of the total fleet is in the warehouse awaiting repairs at any given time. 95% of vehicles are diagnosed within an hour of their arrival at the warehouse.

COVID-19: To stem the spread of COVID-19, our dedicated facilities and Trust & Safety teams took swift and necessary steps to keep our communities and team members safe. We enhanced our cleaning methods and developed Standard Operating Procedures (SOP) based on best practices from the Centers for Disease Control and Prevention (CDC), the World Health Organization (WHO), Federal Agencies and other global health organizations.

We have enhanced our cleaning methods in accordance with guidelines set forth by the Centers for Disease Control and Prevention (CDC). We disinfect our e-bikes at least **once per day** and whenever one of our team members handles an e-bike in the field. Lime is eager to work with the City and its public health stakeholders on additional measures.

Please see **Appendix G** for a full description of our maintenance, quality controls, inspection, and repair processes.

4.h. Define how customers can communicate issues, how you will respond and the timeframe for response, and define how customer communications will be tracked and reported. Provide a proposed plan for regular device maintenance.



Riders and non-riders can use any of our customer service channels to report safety and maintenance issues, improperly parked vehicles, or general inquiries pertaining to refunds, market operations, city launches, promotions, etc. Our customer service contact information is affixed to the stem of each of our vehicles. The channels are staffed 24/7 by a multilingual team, and our on-call staff is available 24 hours a day to address any issue in the field **within two hours**.

- **Via phone, email or text:** Customer service can be contacted at 1-888-LIME-345, email at support@li.me, and by text at 1 (888)-546-3345.
- **Call center:** Anyone can call our 24/7 customer service center at 1-888-LIME-345, as visibly displayed on all e-bikes.
- **Through the app:** Through our rapid reporting feature, riders and non-riders can contact customer service within the app without taking a ride.
- **On social media:** Anyone can tag @_LimeAid on Twitter for customer service.
- **Through the website:** Self-help FAQs and a portal for customer service submissions.
- **Direct City contact:** The City can contact our Senior Operations Manager, Alyssa Edelen, via phone or email (help-glendale@li.me) at any time, day or night, to address issues.
- **Law Enforcement Portal:** For law enforcement, we provide a portal to submit documentation needed to obtain confidential rider information (<https://lime.mailroom.sago.ai/intake-form>).

Anyone can report damaged e-bikes or any other issue through Lime’s 24/7, accessible, multilingual customer service. Lime’s Glendale customer service will be available by phone, email, in-app (without needing to take a ride), text, Twitter, and our Trust and Safety Portal website at safety.li.me. Phone support is available in 10 languages and email support in more than 100 languages, including Glendale’s most prevalent languages - **English, Spanish** and **Armenian**.

Phone calls routed through our Customer Service team, are **answered on average in less than 5 minutes**, 24 hours a day.

Receiving, Tracking & Resolving Complaints

We respond to a customer inquiry or complaint through the following process:

1. After a customer service query is received through any of our channels, our Customer Service Team receives a “ticket” in Zendesk. Zendesk is a best-in-class customer support software suite.
2. The Customer Service Agent will respond to the call or the customer can select to be sent to voicemail. In this case, Lime will call back the person as soon as an agent becomes available.
3. If the ticket requires an intervention (e.g. vehicle needs to be moved) our Customer Service Team marks the vehicle to be retrieved and rebalanced. A task in our internal task management system is created for our local Operations Team to retrieve the vehicle.
4. If the issue is a billing or general question, the Customer Service team works on solving the entirety of the issue directly and communicates the resolution with the rider.
5. For more complex issues, we escalate to our Trust and Safety team for close tracking, response and resolution. This team works closely with senior members of our local and central operations teams.

See **Section 4f** for more information on our complaint resolution process.



We will make anonymized customer complaint reports available to the City upon request.

4.i. Provide details of the customer service system to be provided, including staffing, wait time or availability, languages, and medium (text, phone, twitter, etc.).

Please refer to **Section 4f and 4h** above for details on our customer service provision.

4.j. Describe Proposer ability to offer service to customers without a credit card or smart Phone.

In an effort to make sure our service is accessible to everyone, those who are unbanked or without smartphones are able to access our service through the following options:

Text to Ride: For those without smartphones, we have a dedicated phone number that users can text to automatically unlock vehicles, as well as find out information about their account such as their balance, safety tips, and how to reach our Customer Service department. This text-to-unlock/lock structure makes check out and return easy.

The rider simply texts "Unlock Bike XXXXXX" to our custom Text-to-Ride number and the product unlocks. The rider can also text commands such as "Help" or "Account" in order to get Customer Service information or find out their account balance. The first time a rider uses text-to-unlock, they are prompted to agree to our user agreement and privacy policy.

Cash Payment: Unbanked individuals or those without credit cards can load money into an account in small increments through our partnership with [PayNearMe](#), or can pay via PayPal or prepaid card.

Riders can pay using cash at one of PayNearMe's retail locations and they will receive a code to enter to unlock the vehicle. There are **more than 50 PayNearMe locations in Glendale**, including CVS, 7-Eleven, and ACE Cash Express locations.

Lime also accepts PayPal as a payment option, which eliminates the need for a traditional credit or debit card. Paypal has a suite of features available to the unbanked. Riders can also use a prepaid card, such as a Visa prepaid debit card, to add funds to their Lime account.

4.k. Confirm Proposer capacity to meet insurance and indemnification requirements.

Lime currently operates in over 135 cities globally, and thus is able to work with municipalities and comply with many variations of indemnification requirements and insurance requirements. We will comply with the insurance and indemnification requirements set forth by the city.



SECTION 5 Parking, Helmets, & Roadway Safety Compliance

5.a. Describe the plan and approach to ensure devices are parked in a manner that is safe, legal, and that complies with local and state laws. Creative approaches for parking devices that do not reduce current automobile parking supply both on and off street, are encouraged.

Lime takes a five step approach to ensure that riders park appropriately and minimize community disruption:



Outreach: We believe that education is key to ensuring that riders know how to safely park vehicles in a safe and compliant manner. Our in-app rider education materials combined with our First Ride Academies, not only show riders how to park and ride our vehicles safely, but also go over local and state laws that must be followed. All of Lime’s education initiatives outlined in **Section 5f** emphasize proper parking instructions.

Reminders:

- **Enhanced End of Trip Photos & Validation:** Before riders are able to end a trip, riders see guidance showing proper parking and must actively validate that they have parked properly with a photo. This “nudges” users to park properly and documents the outcome. Our new, **AI-enabled photo feature** can recognize misparking in real-time. The rider is immediately notified if their vehicle is parked improperly and asks them to re-park. Our Operations Team audits the photos, triggering incentives for good parking, educational reminders, fines, or deactivation for repeated poor parking.
- **In-app parking locations:** In collaboration with the City, we can help identify places in high density areas where preferred parking corrals can be located. Preferred parking corrals allow riders to quickly identify a place to safely end their ride, and keeps vehicles out of the pedestrian right of way. We will mark all of Glendale’s preferred parking areas so that riders know where the closest permitted parking spot is located. We provide a similar interface for geofenced zones. See **Section 5b** for more information on our in-app parking guidance.





In-app parking locations near LA Live (left) and Grand Park (right) in Downtown Los Angeles

- **Incentives:** Riders will receive Lime Credits as rewards for parking in preferred parking zones and for rebalancing or reparking misparked e-bikes.

Digital Technology: We use leading-edge technology to prevent opportunities for misparking and other activities that disrupt the right-of-way, including responsive geofencing, tip over sensors, and our sidewalk riding detection technology.

- **Geofence Zones:** In Glendale, geofenced zones will be used to establish no parking zones, and designate parking spots for high traffic areas and events. These zones are shown in-app and through in-app haptic and audible notifications when riders are entering or leaving a geofenced zone. See **Section 5b** for a more detailed description of our geofence technology.
- **Tip over sensors:** All of our vehicles include tip-over sensors that alert our team when a vehicle has fallen over. Gyroscopes power our tip detection technology, alerting our operations team when a vehicle has tipped over and automatically generates a task for our operations team to address. We also use the tip-over sensor data to detect trends for further innovation in our future hardware.
- **Sidewalk Riding Detection:** Sidewalk riding disrupts the right-of-way, especially for seniors, people with disabilities, and parents with small children. Lime uses this patent-pending technology to detect, **with up to 95% accuracy**, when a rider is riding on a sidewalk, notify the rider, and fine or ban repeat offenders as needed. See **Section 5f** for more information on this technology.

Execution

- **Monitoring:** Our Operations Team will monitor the Glendale fleet 24/7 using our proprietary



dashboards. We will deploy team members to reposition misparked vehicles, rebalance vehicles to less crowded areas, and retrieve any vehicles in need of charging, repair, or have migrated outside the Service Area. Our Operations Team responds to misparked e-bikes typically within fifteen minutes, but in no more than 2 hours.

- **Lime Patrol:** On foot or e-bike, our Lime Patrol Team will circulate through areas of the highest utilization, such as Downtown Glendale, Kenneth Village, and Glendale College, to rebalance or repair e-bikes before they impede right of way. We will **host a job fair in Glendale to staff our Lime Patrol Team.**
- **Reporting:** We have multiple channels for riders and non-riders to report concerns. See **Section 4h** for our Customer Service channels.

Responsibility: While behavioral nudges are often enough to correct behavior, we will **assess fines** on our riders for certain offenses, like repeated misparking, suspend, or ban them from the platform (See **Section 5c**).

In addition to the many technological features we offer to ensure proper parking and rider compliance, we use a number of different types of infrastructure to guide our riders to safe parking areas that can be either virtual or physical. Parking corrals have proven to be an effective solution to resolving mis-parked vehicles in high density areas. We have the capability to create virtual parking corrals, or preferred parking areas, through our geofence technology, or physical corrals like the ones shown below.

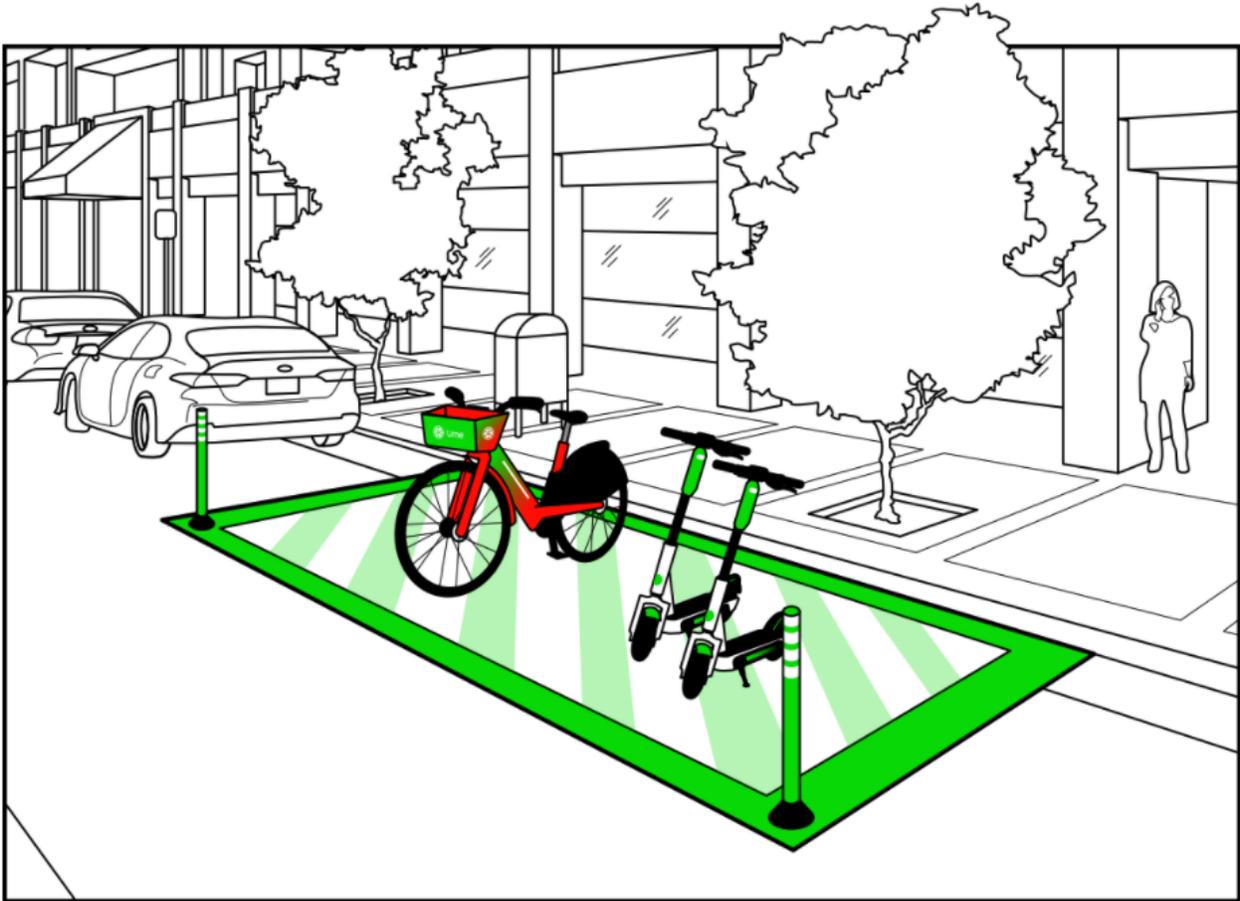
PARKING IN LONG BEACH AND VENICE

One of our most successful parking models in the region can be found in Long Beach and Venice. We have worked with each municipality to come up with a program that ensures parking compliance but does not diminish the flexibility of our system or inconvenience riders. The solution has been two-fold: every morning we are *required* to deploy e-scooters in parking corrals specifically identified by the City, but parking in these locations *is not required* for our riders. We are also limited to deploying a set amount of vehicles per corral, which avoids oversaturation in one particular area. Though parking in these specific locations is not mandatory, we use incentives to encourage riders to park in these spaces. Due to the mandatory deployment element of this system, all vehicles throughout the city are reset every morning, guaranteeing tidiness throughout the city.

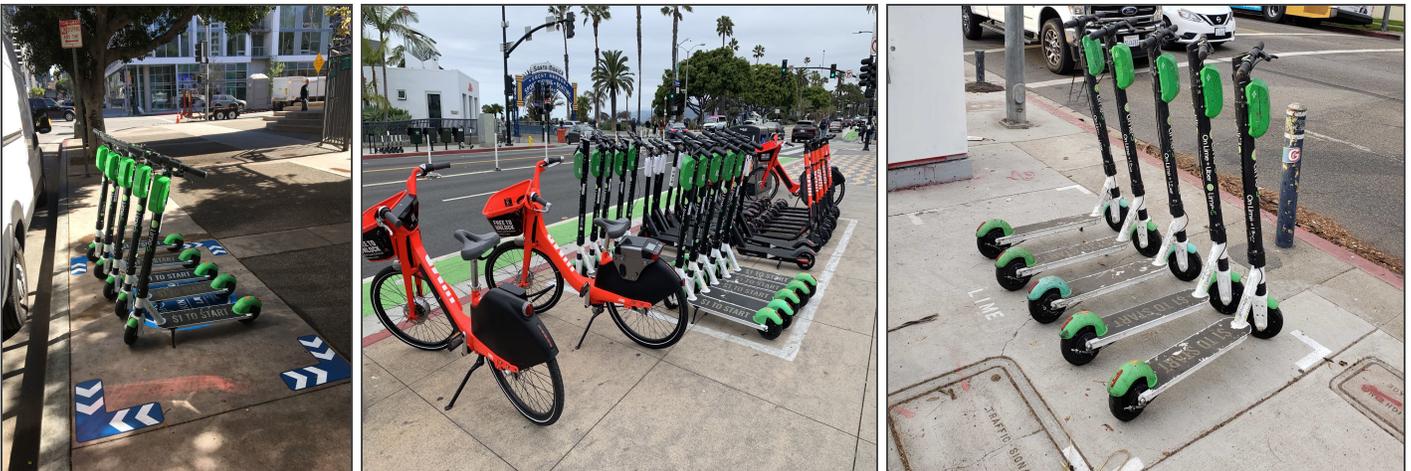
Parking Corrals: To contain and organize parking at high traffic locations, Lime can install and geofence preferred parking corrals. We will work with the City and the Glendale Beeline to identify the right locations for these parking corrals, such as transit stations and high density ridership areas like Brand Boulevard, and along Broadway. Using Lime’s advanced geofencing technology, accurate to under one meter, riders will be notified, guided, and incentivized to park at preferred parking corrals. See **Section 5c** for more information on our parking incentives.

In addition, the corrals work with our Artificial Intelligence-enhanced end-of-trip photo technology to verify that the e-bike is parked within the parking corral. To avoid overcrowding, if a parking corral is full, we will provide in-app guidance to the closest open space. Preferred parking corrals can be installed in the furnishing zones of the sidewalk (out of the right-of-way) or in other locations, including in no parking zones at block ends, and off-street locations such as within parking garages. Below is an example of our parking corrals.





In high traffic locations, riders will be incentivized to park their e-bikes in geofenced parking corrals, which can be adapted to a variety of locations both on and off street.



Parking corrals in downtown LA, Santa Monica, and Long Beach

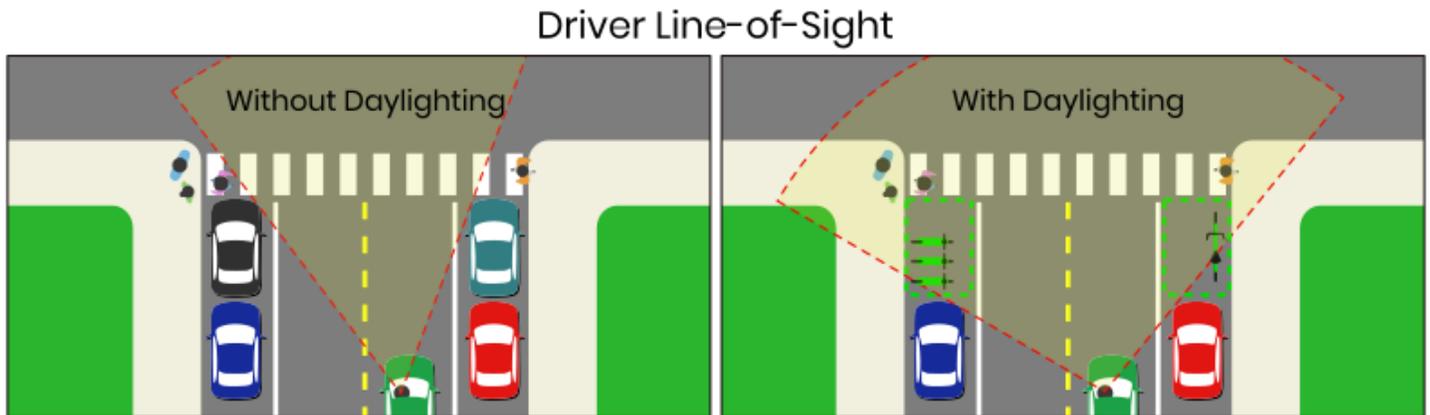
In Long Beach our Senior Operations Manager, Alyssa Edelen, and Operations Manager, Scott Jackson met with the City Micromobility manager to identify and align on deployment locations (LimeSpots), shown as painted corrals in the photos above. With approval from the City, our Operations Team immediately created each of



these painted corrals/LimeSpots throughout the City.

Intersection Safety: Another solution that does not impact, or reduce the current street parking supply is to create preferred parking in “no parking” zones typically located at the end of a block. By placing micromobility vehicle parking spots in the “no parking” zone at the end of each block, adjacent to the intersection, Glendale can help ensure greater safety and visibility for all users at pedestrian crosswalks and intersections no matter their mode or destination.

Generally, “no parking” zones were created to make intersections safer through “daylighting” -- creating clear sightlines to the crosswalk. See diagram below.



End of block e-scooter parking, Tel Aviv

Unfortunately, cars often park illegally in these spots. By placing micromobility parking in these end-of-block zones, daylighting is preserved. Drivers can see over micromobility vehicles and they do not block sightlines to the crosswalk. In addition, cars are less likely to park in the zone because there are vehicles occupying the space. Our suggested design for these parking corrals include paint and bollards (as shown above) to also prevent cars from parking in these spaces.



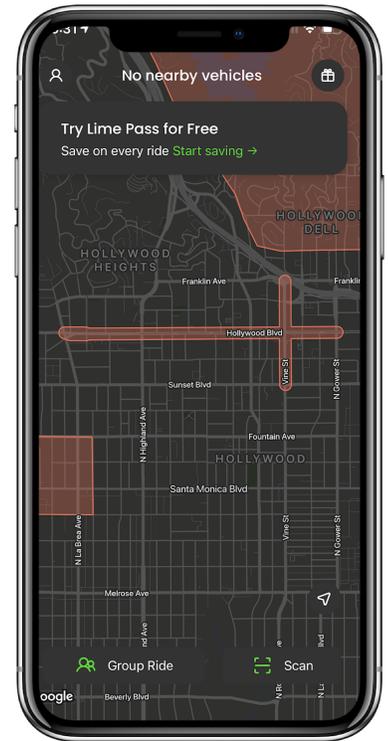
5.b. Describe the technology and equipment to be used to manage device parking, including, but not limited to geo-fencing, virtual station capabilities, and show capability to comply with required device parking hubs.

Based on our experience in other cities, Lime ensures that riders know where and how to park through in-app and on-vehicle technology, best-in-class operations, and rider education. We believe that the following strategies will help Glendale maximize the benefits of micromobility and more livable streets:

Geofencing: Lime enforces service area boundaries using our **industry-leading geofencing technology**. Geofencing maps are stored on our e-bikes, meaning that one second after a rider exits the service zone, our technology begins to gradually and safely slow the vehicle down to a stop.

In Glendale, geofenced zones will be used to establish no parking zones, and designate parking spots for high traffic areas and events. These zones are clearly marked in our app. In addition, we have in-app haptic and audible notifications when riders are entering or leaving a geofenced zone.

Areas where we may establish geofences in partnership with the City (for prohibiting parking or preferred parking zones) include high traffic areas such as designated Old Town plazas, temporary festival grounds or parking lots for large sporting events. Examples of areas that we may specifically geofence to allow riding but block parking would be Verdugo and Brand Parks. We would work closely with the City to identify areas of importance. A no-ride and no-park geofence was implemented on the Hollywood and Sunset Blvds in Los Angeles to limit ridership on culturally important Walk of Fame.



Screenshot of Hollywood Geofence

In-app Parking Locations: We will mark all of Glendale’s designated parking spots so that riders know where the closest permitted parking spot is located. We provide a similar interface for geofenced zones. In-app parking locations were implemented in Downtown Los Angeles to control parking around high traffic areas such as LA Live and the convention center. See screenshots of in-app parking locations in **Section 5a**.

Supporting Signage: Along with our technical advancements, solutions like signage and secure hangtags on the vehicles are also effective. For example, to mitigate sidewalk riding and improper parking in Glendale, we can set up sandwich boards in key areas with messaging to remind riders to be mindful of their parking habits and to stay off sidewalks.



FROM OUR LAB: PARKING GUIDANCE

In order to reduce overcrowding in some areas and reliable distribution of e-vehicles in others, Lime has been innovating in the area of in-app wayfinding. Our efforts with in-market testing of various concepts has helped us find simple and streamlined in-app directions to assist users.

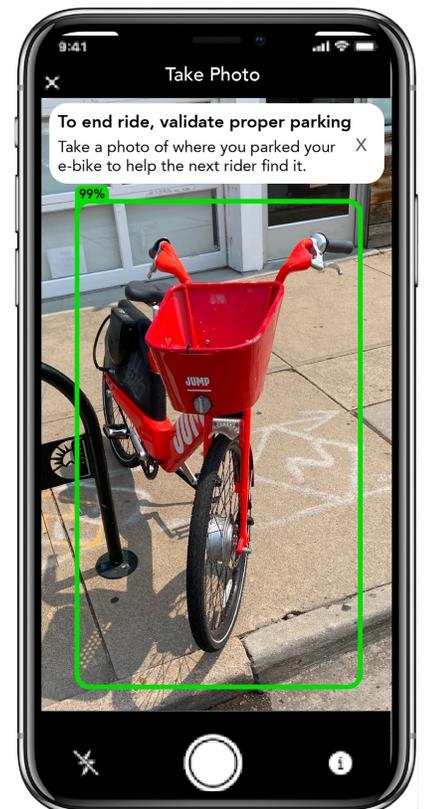
The results are promising. User frustration is reduced as they easily find parking near their destination. The availability of parking in established areas (which, in some cases, include signage or markings) helps users park e-bikes properly. Finally, operations teams spend less time traveling in vehicles to identify mis-parked e-bikes and rebalancing the fleet, saving on CO2 emissions.

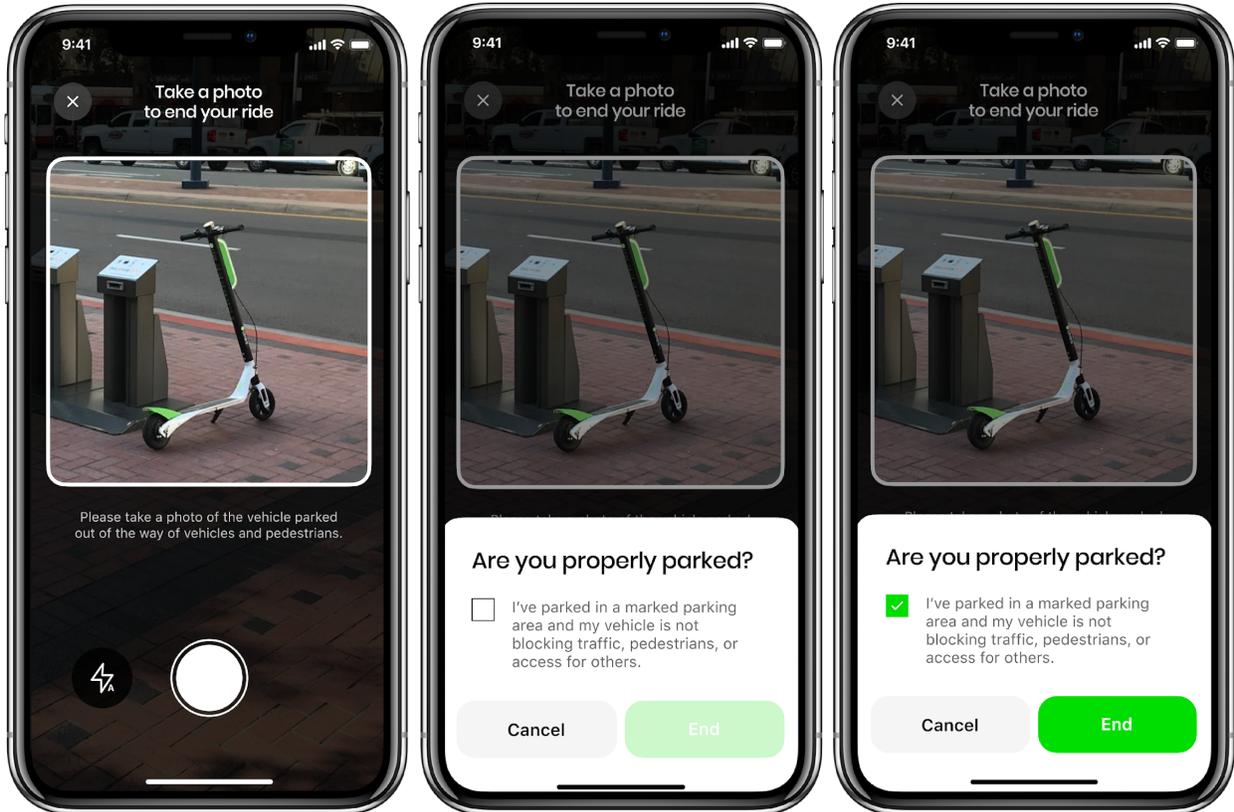
Lime will continue innovations in parking guidance to help create the most reliable fleet distributions and highest compliance standards by users.



End Trip Pictures: Before riders are able to end a trip, riders are prompted to take a photo of the parked vehicle. The act of taking a picture helps to “nudge” users to park properly, as well as documenting the outcome. Based on our data, we know that a good photo *taken* is correlated with good vehicle *parking*. A good photo shows a vehicle upright and properly parked. Riders are shown a visual prompt on how to align their vehicles properly in the picture frame. Guiding riders to take better pictures is a data-based educational tool proven to encourage riders to park properly.

AI Parking Photo Verification: We are also introducing our exclusive artificial intelligence (AI) algorithm, which automatically detects whether a rider has parked correctly. Riders will be shown a visual prompt on how to align their e-bikes properly in the picture frame. The e-bike must be centred in the photo and upright. The rider is then notified in real-time if their e-bike is parked properly or not. If an end-of-journey photo is rejected as “poorly parked”, the rider will be unable to end their ride or lock their e-bike. Instead, the user will be directed to a preferred parking area, or given instruction on how to park properly. This process will be repeated until the user takes a valid photograph.





Artificial Intelligence-enhanced end-of-trip photo technology

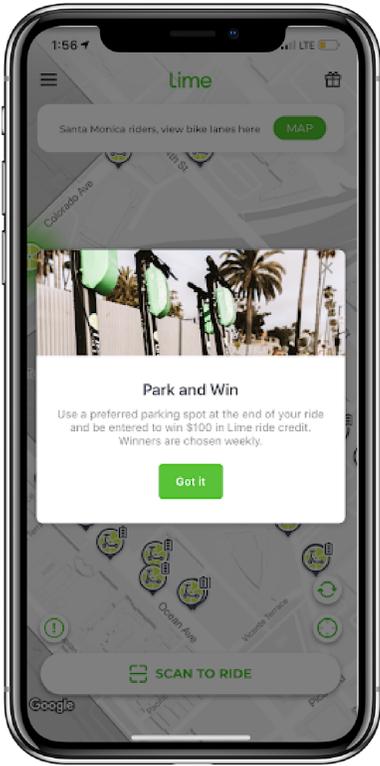
Bonus Vehicle Program: We incentivize riders to rebalance vehicles to less crowded areas or where there is greater demand. Lime replaces the in-app vehicle icon with a dollar sign to identify the Bonus vehicles. Riders who rebalance those vehicles will be awarded Lime Credits for future rides.

5.c. Describe strategies to obtain user compliance with riding and parking regulations and be specific about what will be offered to users to obtain compliance. Describe how you will engage with users who repeatedly violate rules or otherwise misuse the system.

We strive to continuously improve our approach to rider behavior, compliance, and safety. In Glendale we will focus our education campaign on encouraging residents and visitors to ride respectfully and in compliance with local rules and regulations. We use targeted online and offline rider education campaigns to ensure that we reach as many people as possible. In addition to our rider education and training outlined in **Section 5f**, our glendale compliance plan includes:

Refresher Messaging: Lime sends regular in-app, email, and text messages refreshing riders on how to ride safely and properly. We also send reminders when a rider rides on the sidewalk, misparks, etc. Repeated poor behavior is subject to fines and, ultimately, removal from the platform.





Incentives: We offer cash and/or Lime credit incentives to encourage proper parking and riding. On the right is an example of our parking incentive program in Santa Monica, California, where all parking zones were prominently displayed in the app, and riders who parked in preferred parking zones were entered into a weekly draw to win up to \$150 in Lime credit.

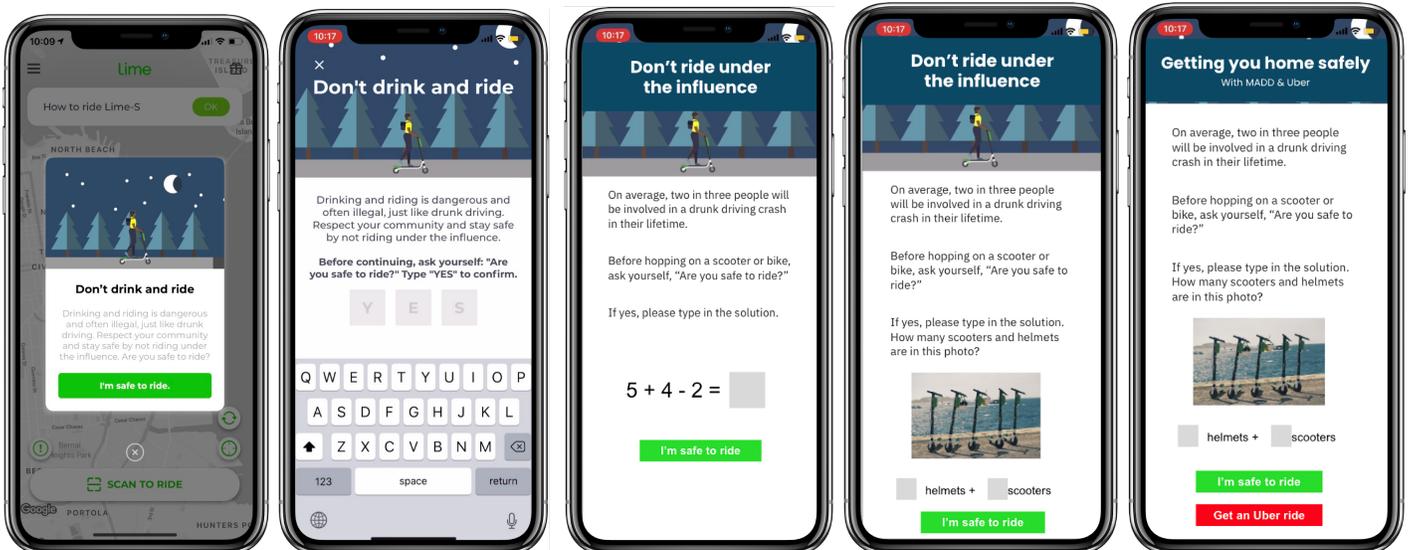
Our technology is very flexible, allowing us to use incentives to encourage other desirable rider behavior, like starting/ending rides in certain zones or parking vehicles in less congested areas.

Fines: While incentives and behavioral nudges are preferable, not every rider responds to these positive cues. Therefore, just as rental car companies pass along traffic and parking tickets to drivers, we do the same to best influence rider behavior. Pursuant to our Fining Policy, riders can be assessed fines for poor parking or failing to adhere to the City’s rules and regulations and violations of our terms of service, up to the full cost of any municipal fine.

Tandem Riding: Our education program and multimedia campaigns will emphasize that there must only be one rider per e-bike. If a rider is found to be tandem riding, Lime deactivates the rider’s account. Tandem riding is often the result of two people traveling together with only one phone. To reduce these instances, we created our “**Group Ride**” feature, enabling one rider to unlock

more than one e-bike. Lime requires each guest to agree to our User Agreement before they can start a ride. Finally, we are developing new technology that will use the e-bike’s suite of sensors to **detect weight distribution and number of touchpoints** to determine whether multiple people are riding, and if so, reduce speed. We will work with the City of Glendale to pilot this technology.

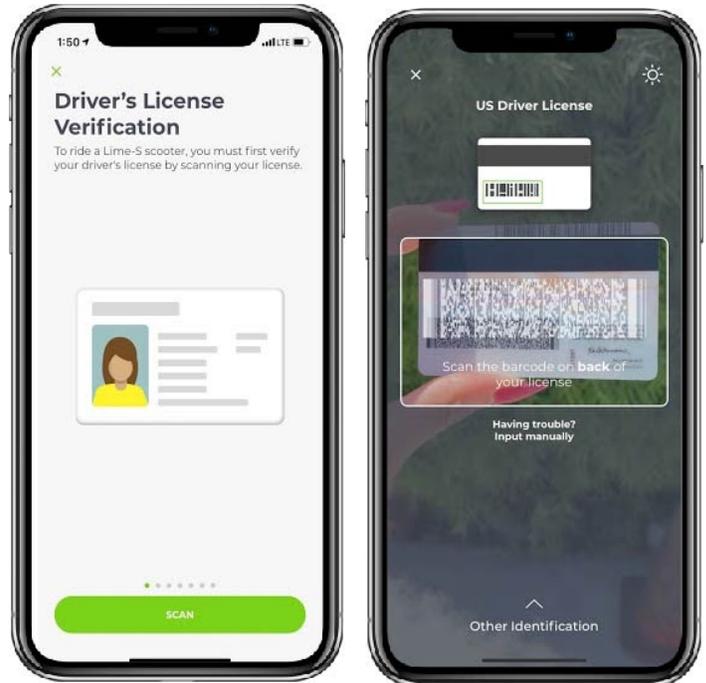
In App Late Night Cognitive Test: Using any vehicle under the influence of alcohol significantly increases the risk of injury, which is why we have developed proactive systems to discourage or prevent drinking and riding. For example, from 10pm to 5am daily, riders must perform a cognitive task in the app and see advisory messages before unlocking an e-bike. See an example below.



Lime Patrol: Our Lime Patrol team are on the ground ambassadors in the community, educating the public, proactively responding to parking and rebalancing issues, and providing customer support. Lime Patrol actively observes parking corrals and sidewalks to educate riders on parking in preferred parking areas and correcting mis-parked vehicles.

5.d. Describe strategies for avoiding underage use of e-scooters, or use without a driver's License.

Lime's age requirement (18+) is displayed on each vehicle, in the app upon sign-up, and in our User Agreement. Verified underage riding results in immediate account deactivation. Lime requires all riders to **scan their ID** before they are allowed to take a trip. Our proprietary, **AI-driven two-factor identification**, in partnership with Microblink, captures both sides of the ID, followed by a "selfie," which matches the data extracted from the user's license with their facial image. Our Trust & Safety and Finance teams also use account fraud detection tools like Amazon's Guard Duty to help combat underage riding.



5.e. Describe plan for informing users of e-scooter and e-bike helmet laws, for making helmets available to e-scooter and e-bike users, providing resources for compliance.

Lime encourages our riders to wear helmets and we promote their use through various methods including on our vehicles, in-app messaging, through social media, and safety events throughout the year. Lime will be **offering helmets at all of our events** in Glendale and as well as at signature events in collaboration with our potential community partners - such as Glendale Police Department, Glendale College Police, and the Glendale Parks & Open Space Foundation. For example, we have partnered in the past with the Los Angeles County Bicycle Coalition to distribute helmets at their annual Bike to Work Day, LA River Ride, and Operation Firefly events. We have also partnered with law enforcement, like the Los Angeles Police Department, on Bike with a Cop Day and Division Open Houses to provide safety training and community rides, along with helmet distribution.





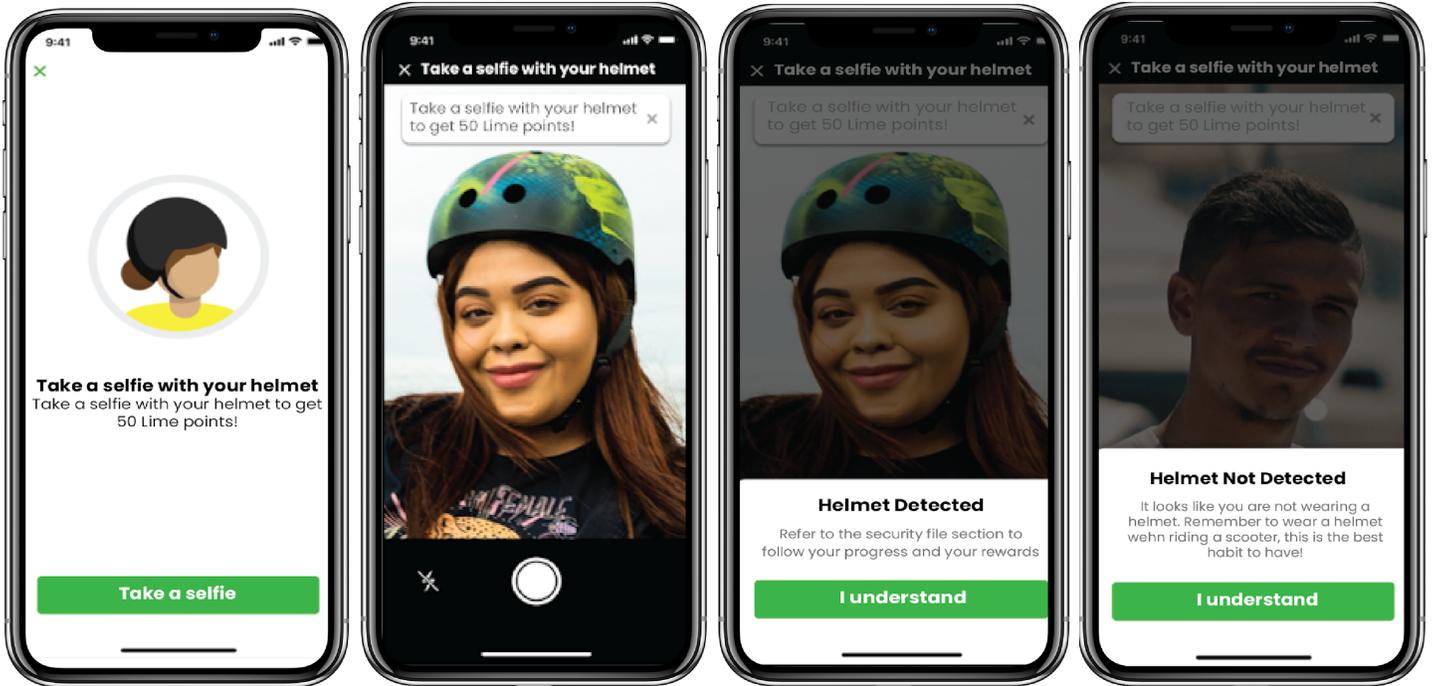
Helmet distribution at annual Bike to Work Day in partnership with Los Angeles County Bicycle Coalition



Bike with a Cop Day in partnership with Los Angeles Police Department

Lime has developed technology that allows us to verify whether or not the rider is wearing a helmet. At the start of each trip the user will receive a notification to take a "helmet selfie". If the rider is wearing a helmet, they will be rewarded with Lime credits. Through Lime's newest technology, we can discern with 97% accuracy whether the rider is wearing a helmet. Our new technology resides on the rider's phone, not on our servers, for rapid and accurate detection.





We provide free helmets to people who successfully complete our **First Ride** training. Leveraging a successful model from cities throughout the country (including Los Angeles, CA, Baltimore, MD, Washington, DC, Hoboken, NJ and more), and we will partner with local organizations and businesses such as **Walk Bike Glendale** and **Glendale Cycles** to establish reduced-price helmet partnerships. Once the partnerships are confirmed, Lime will encourage users to attend events and visit the shops to receive discounted helmets. This will help drive foot traffic to local small businesses during a time when it is desperately needed.

Our Safety Portal website (safety.li.me) includes rider education materials as well as a discounted safety equipment store. This online store allows anyone to take advantage of our partnership with industry-leading helmet manufacturers like **Bern and Cloasca** and **Cosmo Connected** to provide **40-50% off of helmets** which can be purchased online. These helmets have new features, like foldable helmets that fit in bags. The goal is to grow not just helmet ownership but, more importantly, helmet usage by making helmets easier to carry and making riders excited about using them.

We also encourage riders to wear a helmet when operating our vehicles by prominently displaying messaging on the stem of the vehicle, on customized hangtags that are affixed to the vehicle, and through in-app messaging. Our in-app reminders for Glendale will present the rules and regulations for the City each time a rider opens our app. Among the rules and regulations are safety reminders and tips such as, “for your safety, wear a helmet”.

5.f. Describe a plan for educating users about rules of the road, compliance with the ADA requirements, and prohibitions (e.g. riding on sidewalks).

All riders must review a tutorial on their first ride which includes safety messaging, instructions on proper riding, and local rules of the road - this information is available at any time for riders to access in the “Safety



Center” in the side menu. Our **Safety Portal** website (safety.li.me) includes how-to-ride video tutorials, a customer service request form, a discounted safety equipment store, a signup form for our Digital First Ride, and a safety school and quiz created in partnership with the League of American Bicyclists.

Modules offered in our Safety Center cover topics such as where to ride a vehicle (in a bike lane or on the side of the street, not on the sidewalk, **riding with traffic, and yielding to pedestrians in the crosswalk**), how to park a vehicle (e.g. at a bike rack or a parking corral), and safety reminders (e.g. wearing a helmet). In addition to our in-app education, we can offer **in-person training opportunities at public events - such as the Montrose Harvest Market, Glendale Police Department open houses, annual bike to work days, Glendale Community College Open House - through Lime staff.**



As stated above, we will leverage some of our key program elements to raise awareness of proper parking. This includes **First Ride Training Events**, during which parking rules will be taught and then practiced by users during a practice ride in the community. This will include finding a proper place to park and to understand how to park vehicles in an orderly fashion. Our Lime Patrol will also educate users they encounter using e-bikes for the first time, or any users they see potentially misparking their vehicles, with courteous, informative, and socially distant in-person customer service. Finally, our Operations Team can audit a select percentage of end-of-trip photos in high use areas and send messages to riders who have misparked to inform them of the rules, and even levy small fines if desired (see **Section 5c**).

PARTNERSHIP WITH ROOTED IN ROOTED IN RIGHTS



In Portland, Oregon, Lime worked closely with the Portland Bureau of Transportation to respond to concerns about behavior of non-compliant riders that could have a significant impact on safety of vulnerable street users and people with disabilities. Lime initiated outreach to Disability Rights Oregon to explore ways to collaborate on education, outreach, and advocacy solutions to improve safety for people with disabilities. The result of this Lime-initiated collaboration was a broader educational partnership between Disability Rights Oregon (DRO), Rooted in Rights, and Portland

Bureau of Transportation to produce a [new scooter safety video](#). Lime and DRO drafted the script and led casting. Lime hired Rooted in Rights to provide videography and editing expertise in order to produce a video that was fully accessible with subtitles, ASL interpretation and descriptive video. PBOT joined to provide videography assets and cast members. The result is content that was distributed citywide to increase both awareness of e-scooter rules and empathy for why they exist. Since release, the video has been distributed to over one million riders globally in over 15 countries. This is the first and only collaboration with the City of Portland to produce an education video of this kind.

This safety video has universal messaging regarding ADA compliance that applies to all rides taken on our vehicles. We can utilize this tool and incorporate the safety video in our First Ride Trainings in Glendale.



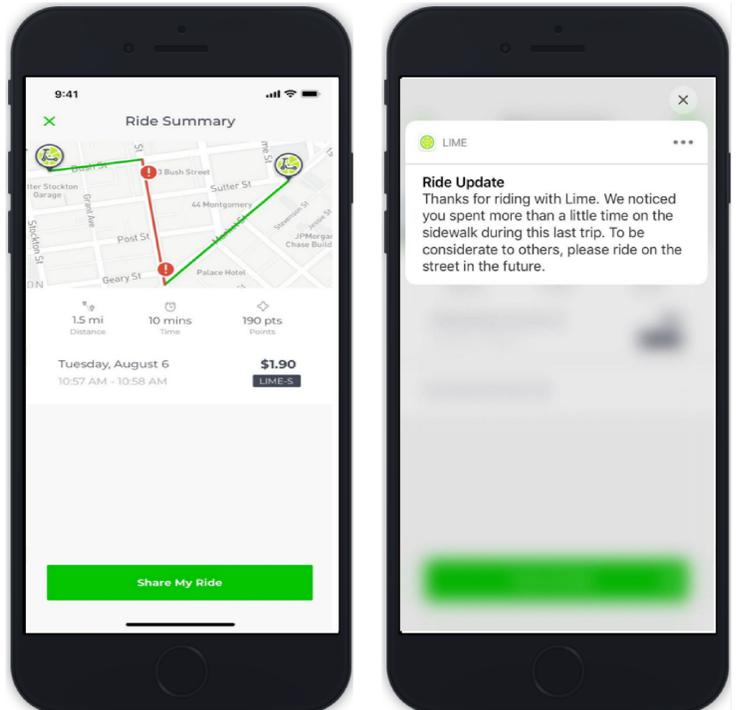
Encouraging our riders to properly park, and to keep our e-bikes out of the right-of-way, is a top priority for our service in Glendale. Specifically, we are mindful of educating our riders to keep ramps, sidewalks, curb cuts and other important connections free of vehicles so that **the right-of-way remains ADA accessible and free for safe pedestrian use at all times.**

Patented Sidewalk Riding Detection: First piloted in San Jose, CA, Lime is the first and only micromobility operator to develop and successfully deploy scalable AI-powered sidewalk detection capabilities.

"It's great to see Lime answering our call to action," San Jose Mayor Sam Liccardo said. The [sidewalk riding detection] initiative "pushes the entire industry to make it safer for scooters and pedestrians to equitably share our streets."

Our innovative approach to sidewalk riding detection involves collecting accelerometer and speed data from local surfaces. From this data, the vibration of the underlying riding surface (e.g. a road or a sidewalk) can be detected using a sophisticated statistical model (AI) that Lime designed. With this functionality, Lime is able to discern with up to 95% accuracy when a rider is riding on a sidewalk instead of the street.

As a brand new technology that is still being refined, we are using this as an educational tool for riders. At the end of the ride, we can send an image outlining when and where the sidewalk riding occurred and an email containing the same information.

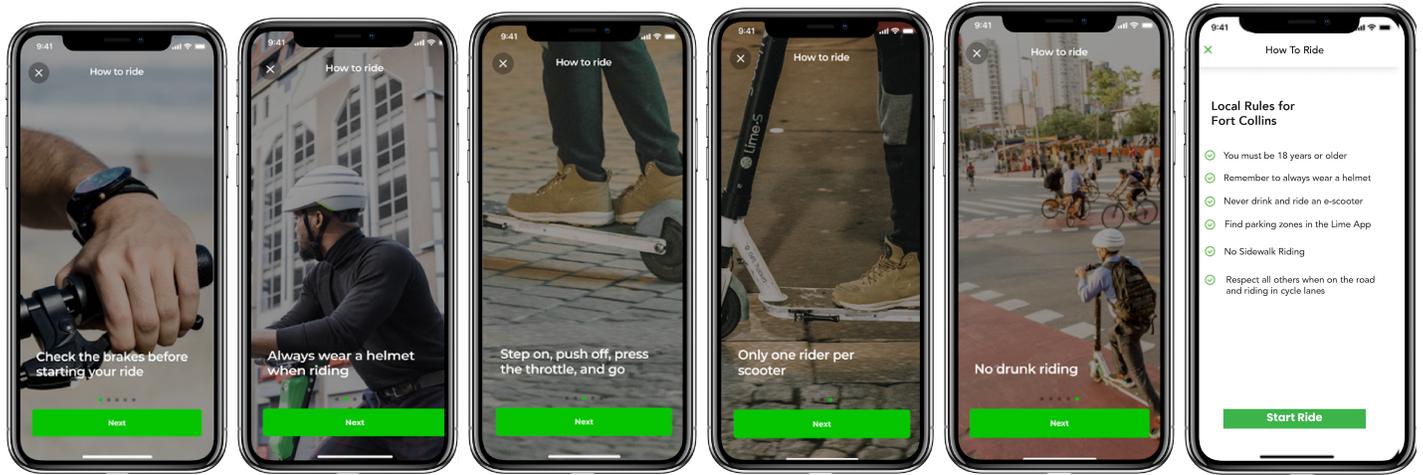


Rider Messaging: Braze, an in-app communications platform, permits us to send messages based on many different triggers like rider action (end of ride parking compliance photo), geographic area (notice of entering or leaving a geofenced zone), day or time, special events (First Ride events), etc. We can also post information across the top of the home screen for a period of time or permanently. We will post a banner with Glendale's rules permanently on our home screen.

In-App Education: Below are screenshots of our in-app tutorial:

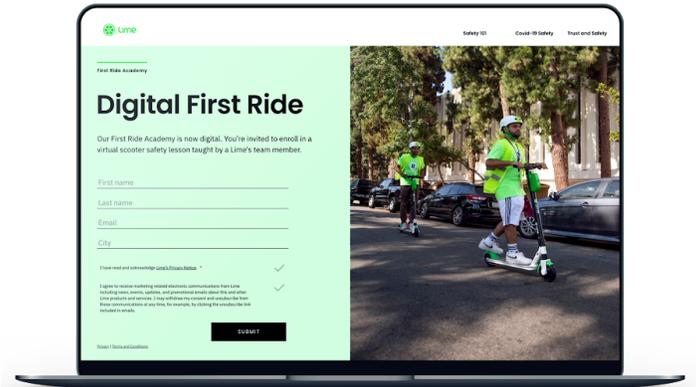
1. Check the brakes
2. Riders are encouraged to wear helmets
3. How to ride
4. Only one rider per e-bike
5. No drunk riding
6. Local rules and regulations





Safety Portal: Our Safety Portal website (safety.li.me) includes how-to-ride video tutorials, a customer service request form, a discounted safety equipment store, a signup form for our Digital First Ride, and a safety school and quiz created in partnership with the League of American Bicyclists.

Due to the current Public Health “Safer at Home” Order, Lime has created **Digital First Ride** trainings that provide virtual e-bike safety lessons taught by Lime's team members. We have held these successful events in over 25 cities, including Chicago, San Francisco, Baltimore, Detroit, Austin, and neighboring Los Angeles and Long Beach. We can begin hosting our Digital First Ride training events prior to launch and will continue to do so on a monthly basis during the first quarter, and then on a quarterly basis as the community becomes more comfortable with our services.

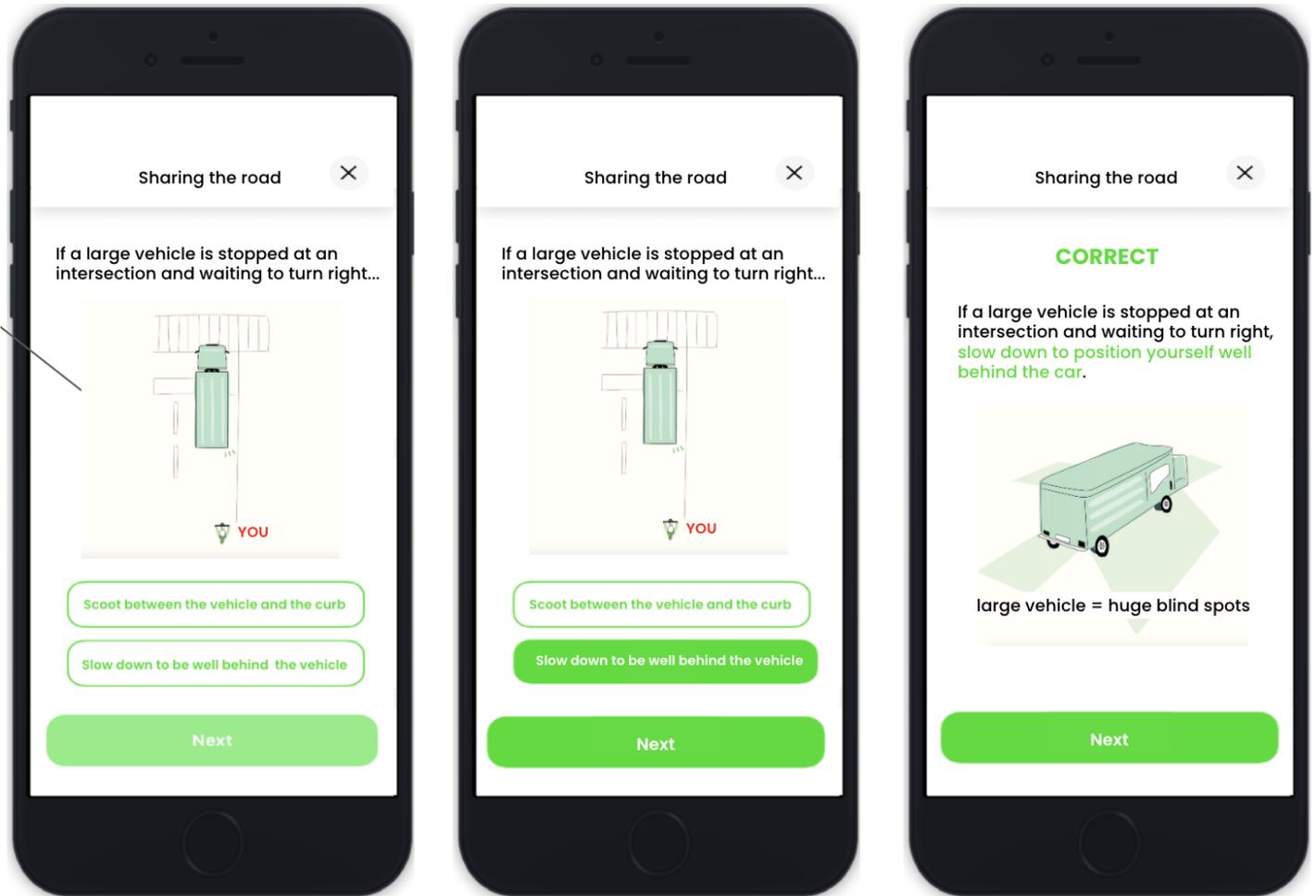


To provide for the safety of riders and non-riders during the current public health emergency and potential future concerns, Lime is implementing a number of improvements to our programming:

- Pre-event online registration: We will provide pre-event signups to ensure we limit the number of in-person attendees.
- Social distancing: We will adhere to social distancing protocols like 6ft spacing and provide all staff and attendees with masks.
- Virtual events: For those unable to attend in-person, we will make the First Ride curriculum available online.
- In-app and social engagement: In the wake of COVID-19, Lime has increased our in-app messages to riders on safe and respectful riding, as well as specific guidance on social distancing and hygiene.



New Rider Training & Quiz: Partnership with League of American Bicyclists: All riders will be required to take a “how to ride” tutorial, an in-app quiz before they can access a Lime e-bike. Inspired by learnings from the League’s Smart Cycling Quick Guide, Lime is partnering with the League of American Bicyclists to enhance rider safety content (shown below), focusing on how to ride micromobility vehicles defensively in urban traffic. Following the first ride, we will follow up with Safety Tips, including, proper parking and sidewalk riding. We can also customize this quiz to Glendale specifically, highlighting local rules and regulations.

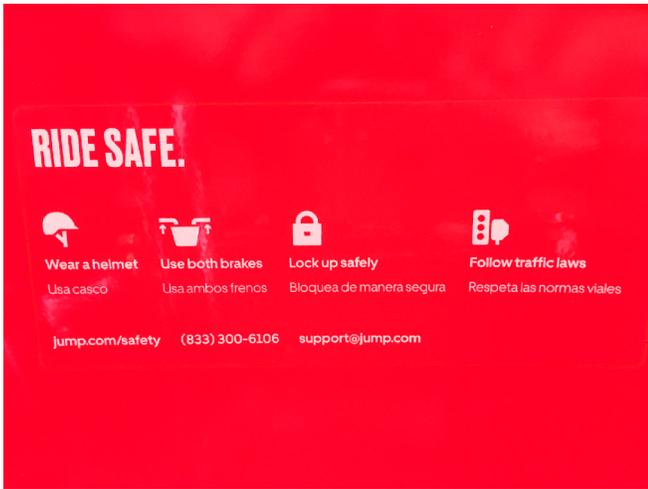


On-Bike Messaging: Based on survey data and direct feedback, we found that some users learn best from information posted on the vehicle itself. Our team has added messaging on e-bikes to make riders aware of local rules and regulations. In addition to the rules labels affixed permanently to the stem of all e-bikes, we regularly post hang-tags securely fastened onto e-bikes indicating appropriate use - including that sidewalk riding is prohibited.



Rules on the vehicle include:

- Park properly (ie.by the curbside)
- DO NOT ride on sidewalk or block traffic
- 18+years old to ride for safety
- Helmet is required
- Email us at support@li.me
- Call/Text 1-888-LIME-345*



Inside basket



Inside basket

5.g. Describe strategies for incorporating features into system functionality to address parking, helmet use and roadway safety.

Based on our experience in other cities, Lime has developed key features both in-app and on-vehicle to make sure our riders are able to reach their destination. We combine rider education with our leading-edge technology to ensure system functionality and to create more liveable streets when it comes to parking, helmet use, and roadway safety.

We use **leading-edge technology** to prevent opportunities for misparking and other activities that disrupt the right-of-way, including responsive geofencing (**Section 3c**), tip over sensors (**Section 5a**), and our sidewalk riding detection technology (**Section 5f**). Additionally, we use end trip photos to audit parking compliance throughout the city. This technology requires riders to submit a photo of the e-bikes at the end of their trip to end their rides and confirm proper parking. We review all photos. Riders who park correctly may receive ride credits. Others may be asked to park correctly next time with educational reminders. See **Section 5b** for more information on our end trip photo, and our new AI parking photo verification technology.

We also use our technology to encourage helmet use in addition to in-app messaging, and safety events throughout the year. Lime uses proprietary helmet detection technology that can verify whether or not a rider is



wearing a helmet with the help of facial recognition software. See **Section 5e** for more information on our “helmet selfie” technology.

We encourage our riders to abide by the rules of the road, to park with consideration, and to wear a helmet through various messaging, and in-app and online safety quizzes that are tailored to each city we operate in. We continuously test different approaches to **messaging and education** by monitoring the data generated (social interaction, length of time engaging with content, time of day/week, content, etc.) and run messaging experiments in different cities. **We use this data to develop new interactive education features like quizzes on local regulations, local Twitter accounts, monthly safe riding topics (e-bike Safety Month, for example), and outdoor advertising.** See **Section 5f** for examples of our in-app tutorial, safety quiz, and more information on our safety portal.

Along with our technical advancements, solutions like signage, and secure hang tags directly on the vehicle are also effective. We have multilingual messaging directly placed on the e-bike either along the stem or the base. These low-tech solutions provide clear language on how to properly operate and park our vehicles.

Lastly, our boots on the ground support from our Operations Specialists, in combination with support from our Logistic Partners and Lime Patrol team maintain a tidy and safe fleet throughout the city and help to enforce local rules and regulations.

5.h. Describe incentives or penalties for good/bad user behavior.

Our technology is very flexible, allowing us to use incentives to encourage other desirable rider behavior, like starting/ending rides in certain zones or parking vehicles in less congested areas. We offer cash and/or Lime credit incentives to encourage this behavior. Conversely, we administer fines pursuant to our fining policy, for poor parking or failing to adhere to the City’s rules and regulations.

See **Section 5c** for more information on our incentive program and penalty policy.



SECTION 6 Engagement

6.a. Plan for community engagement.

Lime understands that the success of the shared mobility program is directly related to the thoughtful execution of ongoing safety education and community engagement, as well as shining a spotlight on the culture of the City as we encourage the community to **#ChooseGlendale**. We will engage with stakeholders and community members to educate Glendale residents, students, and visitors about e-bikes, safe riding and proper parking, low-income discounts available, and hear people's needs, concerns, and ideas.

We use many different channels to connect with community members: print and digital media, attending public in-person and virtual events, working with local community organizations, and doing safety demos. We plan on holding or participating in a total of **eighteen events/meetings** during the one year permit period - twelve meetings with local stakeholders and six educational/safety events (see **Section 6b** for our detailed events calendar). Over the course of a year, outreach will include, but is not limited to:

In-person Meetings and Events: Lime will attend three meetings or events per quarter with City Council offices, business associations, or local nonprofits, presenting to them on Lime's e-bike program, answering questions, and addressing and acting on concerns. These meetings will also be used to identify opportunities to jointly promote the benefits of micromobility, safe riding, and our low-income Lime Access program.



Operation Firefly event in partnership with Los Angeles County Bicycle Coalition and LA Metro



Lime will also host at least one educational safety event per quarter providing community members with information about how to park correctly and scoot safely. This will include Lime’s “First Ride,” (described below in **Section 5f**).

Engage Local Partners: Lime will partner with local mobility advocacy groups, such as **Go Glendale, Walk Bike Glendale**, and **BREATHE California of Los Angeles County**, collaborating on their efforts to improve safe infrastructure in the city/region (see more about rider activation below) share Lime survey data and policy research that speaks to public benefits of shared mobility and transit.

Lime also commits to working with disability organizations- like the **Los Angeles County Commission on Disabilities** - to educate our team on how best to deploy and allocate vehicles in such a manner as to minimize impacts on the disability community. We have held these training in cities like Los Angeles to the benefit of our teams and community.

Lime will connect with **Glendale Community College** to ensure that Lime vehicle users are abiding by campus rules and regulations, and to ensure the safety of our riders who may be enrolled in these institutions by providing on campus educational outreach and support.

Rider Activation: We anticipate thousands of Glendale residents, and visitors will ride Lime. We plan to work closely with Walk Bike Glendale on safe street initiatives. Through our Lime Action web portal, we will activate our riders to support Glendale’s safe streets, and bike infrastructure initiatives. Below is an example of our support for the Great Highway Park Initiative in San Francisco.

Charitable Giving: Lime has established a **Lime Hero**² partnership in Los Angeles County with the **Los Angeles County Bicycle Coalition**, which has a local chapter - **Walk Bike Glendale**. This partnership is providing riders the opportunity to donate a small percentage to the cost of their trip to support this local nonprofit. This partnership includes education initiatives to promote cleaner modes of transportation as well as local grassroots advocacy to advance more sustainable urban mobility and livable cities.



Great Highway Park Initiative

In March, the Great Highway was closed to cars to provide more open space for people of all ages, backgrounds and abilities to exercise and enjoy the clean ocean air.

Tens of thousands of people have used this space each week during COVID-19 restrictions and many are now calling for the stretch from Lincoln to Sloat to become [The Great Highway Park](#): a permanently car-free open space for all to enjoy.

Tomorrow, a virtual town hall is being held to discuss the long-term future of the Great Highway.

As an active Lime rider, we wanted to let you know about this opportunity to learn more about the Great Highway and to support more car free space in San Francisco.

[RSVP for Town Hall](#)

² <https://www.li.me/donate>



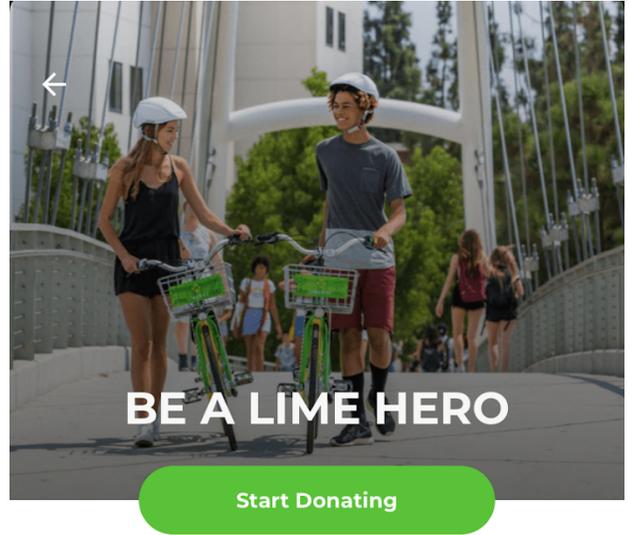
Local Business Support: Through our **Key Lime small business initiative**, we will use our vehicles and platform to support small businesses as they return so that they can thrive in Glendale. We will work with the Glendale Chamber of commerce and the City's **Economic Development Division's** #ChooseGlendale initiative to feature Glendale small businesses in our app. Additionally, we will work with the Chambers to identify small businesses interested in serving as regular e-bike deployment locations, known as **Lime Hubs**, to help bring customers directly to their door. Having pre-identified deployment locations near local businesses helps drive foot traffic, ensure orderly vehicle parking, and create operational efficiencies that benefit both Lime and the City. We will utilize window signage as well as distribute safety material handouts at these locations to communicate our message of safe riding to the community.

As part of these community engagement efforts, we also have multilingual marketing and communications materials that we can readily provide based on the local organizations or communities with whom we are interfacing. We currently offer marketing materials in Spanish and Chinese, and will translate this into Armenian specifically for the Armenian-speaking community in Glendale. For more on our communications and marketing plans, please refer to **Sections 6c and 6d**.

6.b. Plan to implement safety programs.

We will host community events in partnership with our local partners such as **Walk Bike Glendale, the Glendale Police Department, Glendale Community College, and the Downtown Glendale Association** to demonstrate how to safely use e-scooters and e-bikes, responsibly end rides, and to solicit feedback. Examples include:

- **Training:** We will host in-person training throughout the new pilot period - including cycling and e-bike training (using our shared e-bikes) as part of this training (see **Section 5f**).
- **Informational Meetings:** Host an information meeting with each of the City's Council members to align on strategy for educating residents about Lime's programs to make e-scooters and e-bikes safe, accessible and affordable
- **Media Campaign:** Work with Glendale media outlets like the Glendale News-Press, the Glendale Independent, and ABC7 throughout the program to share information with the whole community
- **Gather Feedback:** Solicit feedback on our Glendale service and operations through user surveys, which we will share with the city



You will round up and donate a slice of your ride fare to **The Los Angeles County Bicycle Coalition**.

About The Los Angeles County Bicycle Coalition

The Los Angeles County Bicycle Coalition (LACBC) is a community who believes bicycling supports a more livable Los Angeles for everyone. As a people-powered nonprofit organization, we advocate for safer streets, healthier communities, and human centered transportation options for all Angelenos because moving people thoughtfully and equitably is fundamental to our human rights.





First Ride Event in partnership with Los Angeles Police Department

We are excited about the opportunity to move people across Glendale, and we want the entire City to know Lime is there to serve their needs to get around town. See below for a detailed calendar of community events, educational training, and outreach for Lime’s 2021 service in Glendale. We look forward to expanding our calendar throughout next year as pandemic recovery continues.

Glendale Rider Safety Education Program Plan*

Date	Event/Communications	Notes
February/March	Operations team and equipment already in market	We are currently operating in the Greater Los Angeles region and are ready to launch operations and provide service to the City.
Mid-March	Safety & Equity First Ride Training, Lime Access sign-ups, and helmet distribution with Walk Bike Glendale	Pre-launch First Ride Training with at least 25 attendees for a 60 minute program. Offer participants Lime Access sign-up help. Provide helmets to attendees.
Late-March	Media Interview with the Glendale News-Press and/or the Glendale Independent	Highlight rules of the road, program regulations, safety measures and equity efforts in partnership with ahead of launch.
Late-March	Accessibility Roundtable	Solicit feedback on adaptive vehicle models and program from accessibility roundtable. Finalize plan for launch.
Early-April	Safety Deploy Lime Patrol in Downtown Glendale	Lime staff patrols for misparked e-bikes, supports riders using the system for the first time, and sanitizes e-bikes in the field.
Mid-April	Safety & Equity Outreach First Ride Training, Lime Access sign-ups, and helmet distribution in partnership with	60-minute in person e-bike safety training program. Lime Access signups. Free helmets



	Downtown Glendale Association	
Mid-April	Safety Release “scoot smart” video to all riders via email and rider app	“ Scoot Smart ” video promotes awareness of proper parking and riding behaviors through storytelling by the people most affected by improper user behavior.
Late-April	Media Press release	Article written in collaboration with Los Angeles County Commission on Disabilities to elevate “scoot smart” video and increase rider / community awareness
Early-May	Safety & Equity Outreach First Ride Training, Lime Access sign-ups, and helmet distribution in partnership with Glendale Community College	60-minute in person e-bike safety training program. Lime Access signups. Free helmets
Early-June	Safety & Equity Outreach First Ride Training, Lime Access sign-ups, and helmet distribution in partnership with Glendale Police Department	60-minute in person e-bike safety training program. Lime Access signups. Free helmets
Late-June	Pilot Program Feedback Biannual survey, administered in collaboration with the City	Survey all our riders to collect key indicators of our brand and its perception in the public opinion, as well as to solicit feedback on our Glendale operations.

**Plan for first quarter; timelines may change based upon direction from the City of Glendale and LA County Department of Public Health related to COVID-19 response.*

6.c. Plan for public information and education to users and non-users.

Lime fully understands and shares the City’s desire to adequately communicate the use and convenience of dockless mobility. We are eager to collaborate with the City on an ongoing basis to make this system work as well as possible. Further, we have spent substantial time investing in technology and consumer engagement to educate and incentivize riders to use our services properly.

Lime makes a proactive and concerted effort to **publicly inform and educate users and non-users on best practices and promote compliance** with local and state rules and regulations through online, in-app (as described in **Section 5f**), and in-community education and media campaigns (as described in **Sections 6a and 6b**). In short, we will use a variety of channels to bring year-round excitement to Lime and educate the community on responsible ridership and parking.



Throughout the next year we will utilize the following online platforms to achieve these goals:

Website and Social Media Communication: Lime communicates to riders through the following platforms:

- Lime website (www.li.me),
- Lime Facebook page (<https://www.facebook.com/limebike>),
- Lime Twitter (<https://twitter.com/limebike>),
- Lime Instagram (<https://www.instagram.com/limebike>), and
- The Lime blog (<https://www.li.me/second-street>)

Lime’s website provides redundant functionality in addition to what is offered in the app. This includes regular company updates of new app content, safety videos and educational materials for our riders and partnering stakeholders, press kits for local media and much more.

Lime uses online and offline marketing and community engagement tools, hosts in-person events (see **Section 5f & 6b**), and partners with community stakeholders to reach the broadest possible audience. We proactively connect with people traditionally underrepresented in micromobility and those that have expressed concerns about the Program.

We utilize direct rider messaging through **Braze**, an in-app communications platform that permits us to send messages based on many different triggers like rider actions (end of ride parking verification instructions), geographic area (notice of entering or leaving a geofence zone), day or time, special events, First Ride trainings, etc. Lime also regularly communicates through the use of banners that are displayed in-app. We can post a banner with Glendale’s rules and regulations permanently on our home screen or alert our riders to a change in service (due to severe weather).

Users and non-users can also use any of our customer service channels to report safety, maintenance issues, improperly parked vehicles, sidewalk riding or other concerns. See **Section 4h** for more information on our customer service provision.

Glendale Public Information & Education Plan

Promotion Cadence	Daily	Weekly	Monthly	Quarterly
In-app messaging (when using app)	1-2 messages			
Social Media		1 Post		
Email			1-2 Emails	
First Ride Event			1 Event*	
Press Release				1-2 Articles
Community Organization Sponsored Event				1 Event

*First Ride events will take place monthly during the first quarter, and then shift to quarterly for the duration of the Program



6.d. Marketing program.

We are hopeful people will want to get outdoors and experience the City next spring and businesses will be in a position to open their doors to customers from far and wide. Lime is ready to partner with the City’s Economic Development Division on their **#ChooseGlendale** Initiative to ensure that our marketing plan is familiar and resonates with the community, and supports the City’s reopening and long-term efforts and goals - “to further expand business opportunities, increase employment, and foster economic prosperity for businesses and residents alike”. We will work closely with **the City, Walk Bike Glendale, Downtown Glendale Association, the Glendale Chamber of Commerce (and other Glendale-area Chambers and Business Associations), Glendale Community College, Glendale Parks & Open Space Foundation, Glendale Police Department, Go Glendale, as well as other neighborhood associations, advocacy groups, and the broader community** to educate residents, students, and visitors about Glendale’s e-bike services and create programming to get the local community to continue to **#ChooseGlendale**.

In addition, we will:

- Send a “launch” email to all existing Glendale riders (riders who have used our app in nearby cities such as Los Angeles) announcing our program along with the parking and riding requirements and rules
- Automatically send a safety email to new riders following their first trip, reminding them of Glendale’s Program requirements
- Host at least eighteen events and meetings (see **Section 6b**) - twelve meetings with local stakeholders and six educational safety events - during the one year period we are in operation to expand awareness of our programs and provide opportunities to sign up for Lime Access
- Host one of the Youth and Family Services weekly “[Virtual Teen Night Out](#)” sessions, focused on e-bike safety and rules of the road
- Invite users who have signed up and not yet completed a trip to attend our First Ride safety training following our initial launch event
- Display in-app-messages encouraging riders to round up and donate to our Lime Hero partner, the Los Angeles County Bicycle Coalition (LACBC)
- Mount hangtags on the handlebars of each vehicle to attract new riders with free unlocks and instructions on how to download our app and general program information
- Create in-app and email campaigns on multi-modal trip opportunities and our Lime Pass and how to sign up for Lime Action campaigns related to LACBC’s ongoing advocacy efforts
- Work with media outlets like the *Glendale News-Press* and the *Glendale Independent* ahead of launch and throughout the program to share information with the whole Glendale community
- Solicit feedback on our Glendale operations through user surveys, which we will share with the City

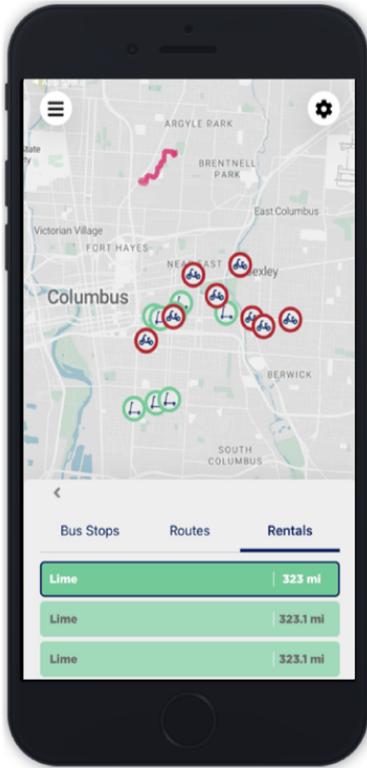
6.e. Ability to achieve interoperability or integration with other modes of transportation.

Seamless Trip Planning and Payment: In addition to making trips more affordable, Lime is making it easier for riders to plan and pay for multimodal trips.

Public transit agencies and private organizations use Lime’s API to integrate our vehicle information into their



trip planning applications and fare payment platforms. For example, we have previously discussed possible integration with LA Metro. We are happy to discuss integrating our services into the existing system in Glendale.



Lime has also linked our system with public transit applications. In Columbus, Ohio, the city’s **Smart Columbus** project (left) is integrating trip planning and payment for all public and private transportation modes - e-bike, e-scooter, and ride and car share - with the city’s existing COTA bus network. Of the six micromobility operators in Columbus, Lime is the first--and so far the only--operator available for rent via deep linking in Smart Columbus’ Pivot app.

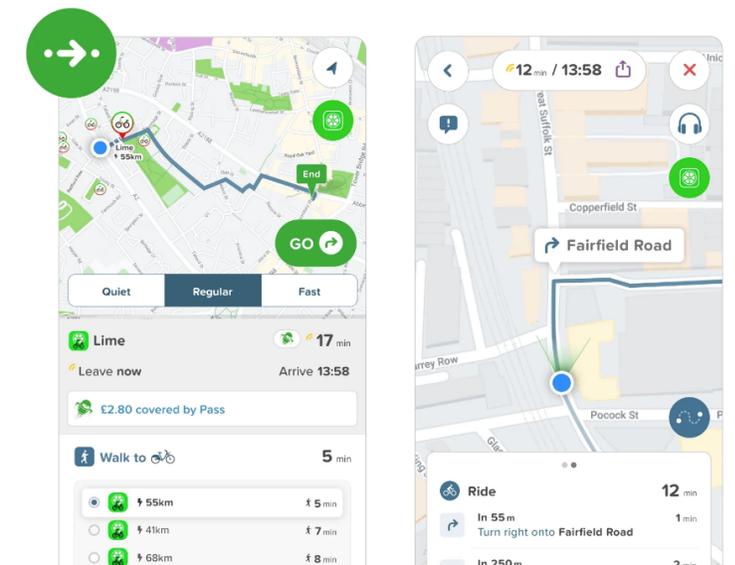
Additionally, Lime is the only micromobility provider that is integrated into Google Maps, the most popular transportation app in the country, allowing residents of Glendale to easily plan multimodal trips through our exclusive partnership with **Google Maps**. On Google Maps, users can access the location of Lime e-bikes, their battery level, the estimated price of the trip, the recommended route (including bike paths), and public transit connections. We believe this is a strong partnership in support of the City’s own efforts to promote on their website Google Transit as a resource to residents looking to find the best transit option for their journey.

To further encourage mode shift, **Uber** riders can book Lime e-bikes directly through the Uber app. In partnership with Uber, riders are now encouraged to consider booking one-to two-mile trips on a Lime e-bike rather than rideshare.

Key Transit Connections: We believe the deeper linkages to public transit, like **integrating convenient vehicle parking at transit stops**, will increase multimodal trips. Lime has the ability to resolve first and last-mile connections by bridging the physical gap that often stands between the potential rider and the next transit stop. As the program matures, we will analyze missed demand and trip start/end data to propose **additional hub locations near popular Beeline stops**, and expand the parking network. We have created a similar network of parking hubs near bus stops in high ridership corridors in Los Angeles.

Partnership with Citymapper: In December, 2020, we announced our global partnership with **Citymapper**, a widely used wayfinding app. Our real-time integration partnership will allow Citymapper users to easily locate Lime e-bikes in 21 major cities around the world, including the Greater Los Angeles region.

The partnership will create a streamlined user experience to encourage more people out of their cars as they get moving again following recent lockdown measures. Users will quickly be able to find Lime e-bikes on Citymapper’s app in Glendale, to help them



get where they need to go in a **safe**, socially distant and sustainable way.

6.f. Ability to participate in a community engagement event to demonstrate devices and services prior to program launch.

Lime has local staff available to participate in community engagement events and to meet in-person any day and time to demonstrate devices and services prior to program launch. In neighboring Los Angeles, we often host events in partnership with Council offices and participate in local community events (pictures below).



Respect the Ride Event with LA Councilmember Marqueece Harris-Dawson (left) and MakerWalk LA Event (right)



SECTION 7 Data

7.a. Method of tracking device utilization and availability.

CONFIDENTIAL, PROPRIETARY, AND TRADE SECRET INFORMATION

User-facing Front-end Technology

Riders and non-riders are able to download our free application, and are able to access a number of materials, including our privacy policy, terms and conditions and a description of how our rates work, different payment options and pricing plans in their native language as set on their iPhone or Android Device. See **Section 3d** for images of our mobile application

In-app Help Center: Easily accessible from our main menu drop tab is our help center, which any rider or non-rider can access at any time to report an issue. See **Section 3d** for more information.

In-app Rider Reports: Our app has additional automated features to enable immediate reporting, including a **Rapid Incident Reporting** button on the home screen and a prompt at the end of each ride for the rider to rate their trip and report any issues. See **Section 3d** for more information.

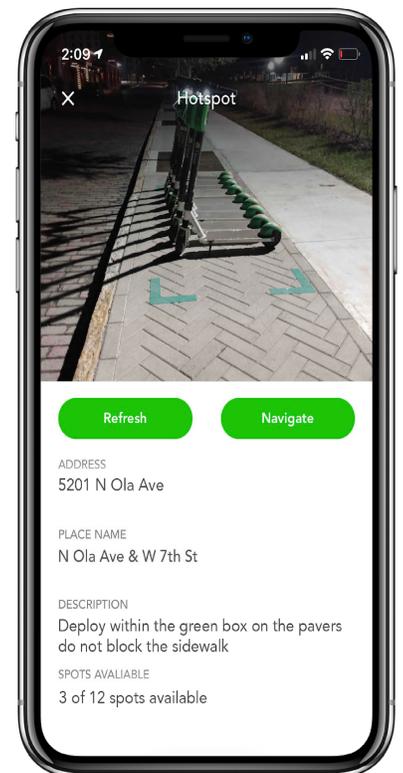
Helmet Verification Technology: Lime uses proprietary helmet detection technology that can verify whether or not a rider is wearing a helmet with the help of facial recognition software. See **Section 5e** for more information on our “helmet selfie” technology.

ID Scan: Our proprietary, **AI-driven two-factor identification**, in partnership with Microblink, captures both sides of the ID, followed by a “selfie,” which matches the data extracted from the user’s license with their facial image. See Section 5d for more information.

Internal-Facing: Ops App

Our Operations Team and Logistic partners have a number of applications and programs at their disposal that help guide them through their daily tasks, and ensure that we track and collect data from every ride taken, to every piece of hardware that is replaced.

Operations Deployment Application: Fleet rebalancing is done by Operation Specialists, who can view vehicles awaiting collection in their mobile app. To avoid overcrowding and ensure that each vehicle is distributed to the proper location, and the vehicle is parked well, Operation Specialists and Logistic Partners use dedicated apps to guide their tasks (both deployment and rebalancing). The Operations and Logistic Partners apps provide information about each deployment area (LimeSpot) and the number of vehicles that are



permitted. Once the maximum number of vehicles has been reached, the location disappears from the app and prevents further deployment and overcrowding. See image right.

Vehicle Monitoring: We use a robust fleet management service, EMKAY, and are able to track VMT, idle time, mpg, gps locations/routes, fuel costs, and more. See **Section 3c** for more information.

Self-Diagnostics: Once deployed, our vehicles are self-diagnosing. Our vehicles can identify more than 100 issues, each with a specific error code that Operations Team members are trained to recognize. See **Section 3d** for more information.

In-app Diagnostic Evaluation: When a vehicle is returned to the warehouse for inspection or repair, our Mechanic shift lead does a full inspection of the vehicle prior to placing the vehicle in the “repair queue” using the diagnostic functions in the operations app. See **Appendix G** for more information.

Customer Service Reports: Our Operations System notifies our local Operations Team automatically if an e-bike issue is reported through Customer Service so it can be disabled, retrieved, inspected, and repaired if needed.

In-app Rider Reports: After two consecutive low rated trips or any damaged vehicle report, our backend Operations System puts the vehicle in “Maintenance Mode,” making it unrentable and dispatching an Operations Team member to collect the vehicle for inspection.

Back-End Technology, Operations

Lime’s industry-leading back-end technology allows our Operations Team to monitor and manage the fleet in real-time 24/7.

Insights Dashboard: We use our proprietary Insights Dashboard to monitor our fleet, and track ridership trends throughout the City in real-time. This data is collected in 30 second intervals. See **Section 7b** for more information.

Our proprietary **LimeSpot Optimizer** is a predictive algorithm that uses our historical data to account for demand for e-bikes for each hour of each day. We use this data to identify the best LimeSpots to deploy and where e-bikes may need to be rebalanced to. See **Section 4d** for more information.

“T-Rex” Task Recommendation Algorithm: Lime uses a proprietary algorithm, known as “T-Rex,” to prioritize field tasks based on route and task importance. Built into our internal Operations App, the program lines up tasks for our Operations Specialists (OS) and then provides **turn-by-turn navigation to each task to minimize wasted travel** through the day. See **Section 3c** for more information.

On-board GPS: Using the GPS functionality in every vehicle, we have real-time dashboards that track the position and usage status of every vehicle in circulation and major rider actions. By monitoring this data, our team can address issues in real time, and track trends to plan for fleet deployment in the future.

Data availability

Lime is **committed to sharing meaningful data** with our municipal partners. We provide a proprietary Insights Dashboard, MDS and GBFS API feeds, rider survey results, Ride Report’s Basic Mobility Tools, anonymized data



sets, and monthly reports.

MDS/GBFS: We primarily utilize two data specifications, the General Bikeshare Feed Specification (GBFS) and the Mobility Data Specification (MDS). GBFS reports on the location of rentable vehicles - not trip data on origin, destination, etc - meaning there is a much lower potential for retrospective identification on riders. MDS is a robust data standard that includes rich trip data. See **Section 7b** for more information.

Insights Dashboard: Lime provides access to our proprietary Insights Dashboard that allows the City to access up-to-date data on the Glendale fleet on demand. It also includes analysis of the most frequently sought data and the ability to download datasets in .csv format for further analysis. See **Section 7b** for more information.

Method of tracking device utilization and availability

Device utilization and availability is tracked through our proprietary Insights Dashboard detailed above and in **Section 7b**. This information is also tracked through our operations applications, and through our MDS and GBFS data specifications. Please see **Section 7b** for more information.

7.b. Method of making data available to the City, including components/details of a data dashboard. Include screenshots, and provide examples of any similar monthly reports.

Lime is committed to sharing meaningful and actionable data with our municipal partners. We provide a proprietary Insights Dashboard that allows the City to access up-to-date data on the Glendale fleet. It also includes analysis of the most frequently sought data and the ability to download datasets in .csv format for further analysis.

Insights Dashboard: We will provide our proprietary Insights Dashboard that will allow the City to access **up-to-date data on the Glendale fleet on demand**. It also includes analysis of the most frequently sought data and the ability to download datasets in .csv format for further analysis. For any additional data that is not included on the dashboard, we can provide a monthly report in searchable .csv format. The information on the Dashboard includes:

- Number of trips taken
- Number of riders
- Total distance travelled
- CO2 saved
- Median distance travelled
- Median time of all trips
- Map of most frequently ridden trip segments

This data is collected in 30 second intervals. Users can also view monthly trip data. All data can be made available in daily, weekly, monthly, or annual formats.



Insights

Lime - S

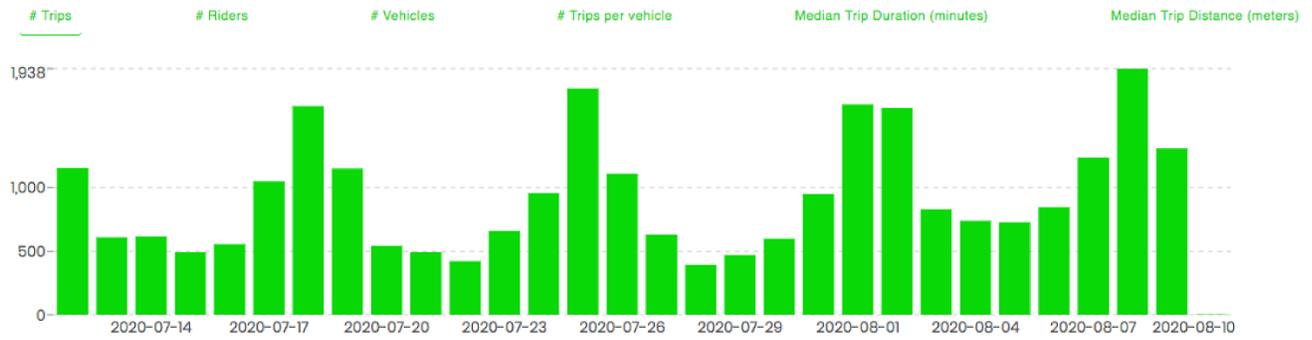
Cumulative Trips

Lifetime

# Trips	# Riders	Total Distance	CO2 Saved	Median Distance/Trip	Median Time/Trip
1,105,884	314,256	1,038,519.9 mi	2,358,851.7 lbs	0.6 mi	9 min

Trips Trends

Daily



Monthly Reporting

As a part of this proposal, Lime offers the City free use of [Ride Report's](#) Basic Micromobility Tools. Ride Report is a web-based micromobility management and compliance software platform that helps cities make sense of e-bikes and other emerging mobility, enabling data-driven management. This includes real-time and historic GPS-based reports on compliance with deployment caps, geographic distribution, and locations of both available and unavailable e-bikes, along with daily, weekly, and monthly reports, and daily data audits.

Lime is a [Ride Report Certified](#) operator and, through its data sharing agreement with Ride Report, has integrated its General Bikeshare Feed Specification (GBFS) and Mobility Data Specification (MDS) APIs in numerous cities across North America and internationally. By using Ride Report in addition to Lime's summary reports, the City has a common operating picture against which to evaluate all of its operators.

The image shows three screenshots of Lime reports. The first is the 'City of Chicago One Month Pilot Report' showing metrics like Total Trips (40.6), Total Riders (19), and Total Distance (1). The second is the 'City of Fort Lauderdale Pilot Report' showing metrics like Total Trips (40), Total Riders (19), and Total Distance (1). The third is the 'City of Los Angeles Community Engagement Report' showing metrics like Number of users enrolled, Total trips for month, and Average Trips per Vehicle per Day (TVD).



We would also be eager to work with other 3rd party data sharing platforms the City may wish to contract with to provide data visualization and compliance monitoring. We have agreements with Remix and Populus in addition to Ride Report, and work with several others around the globe.

Hub Utilization: We collect data on the number of trips originating from each designated parking area (or parking hub), with corresponding latitude/longitude information. This data also includes; calendar date, number of completed trips, unique active users, median distance in meters, total distance in meters, and median duration in minutes.

We collect data on the percentage of vehicles placed in designated hubs at the end of each ride. Rebalancing our vehicles is accomplished through a combination of our operational staff and Logistic Partners. This information can be made available to the City through our MDS API and is available to City officials at all times.

We provide many of our municipal partners with monthly reports, and look forward to working with the City to create a customized template that will provide the City of Glendale with meaningful and actionable data.

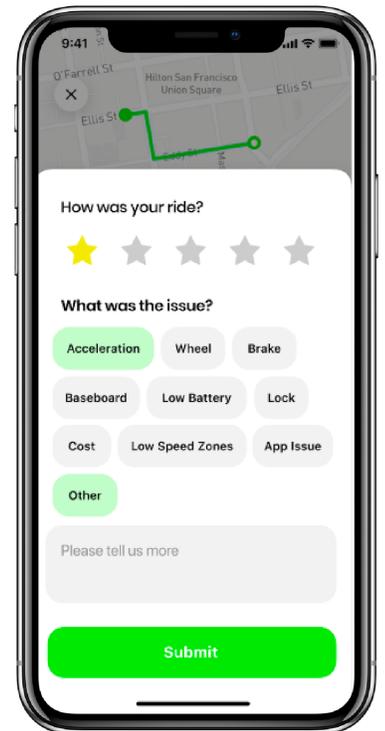
7.c. Plan for monitoring system effectiveness, customer satisfaction, and municipal relationships over time.

Lime has the ability to solicit feedback on our Glendale operations directly from our users through administering surveys. Lime **surveys all our riders twice a year** to collect key indicators of our brand and its perception in the public opinion. Lime is happy to collaborate with the City on the development of city-specific surveys as well as share user responses with the City.

In addition to the rider survey, our riders are asked to rate their ride at the end of each trip, out of a five star rating system. We take these ratings seriously and immediately follow-up with the rider and vehicle if a trip receives a three star rating or below.



At Lime we take great pride in the strong relationships we have built with our municipal partners over the years. In fact, Lime has been in touch with Glendale staff and several members of Council since late 2018, when we first expressed interest in serving the City. These partnerships involve regular communication and coordination to ensure a responsive and well maintained system. We regularly ask for feedback on our service provision from our municipal partners, community organization partners, and the residents of the communities we serve.



In-person surveys administered at the annual Los Angeles River Ride



Lime will host a monthly compliance check-in meeting with City staff, as well as quarterly meetings with both our City and Community partners to solicit feedback on the program and adjust accordingly.

7.d. Plan to comply with financial privacy laws and best practices. Provide your most recent third-party PCI (Payment Card Industry) audit. Plan to protect personal customer data.

CONFIDENTIAL, PROPRIETARY, AND TRADE SECRET INFORMATION

Data Security: We take great care to safeguard our users' privacy and to inform them about the data we collect and the circumstances under which we share data. Lime's Privacy Policy is available [here](#). We have deep experience in storing user data with a real-time and secure data tracking system that acts as the ears and eyes of Lime's business. Always putting our riders first, we securely record and store riders' personal information in encrypted databases. Lime stores minimal PII (personally identifiable information) in our database: name, email address, phone number only. Our data is always encrypted at rest via AES-256 and encrypted in transit via TLS.

We also have access control policies to make sure data is not shared with anyone outside the Company, or within the Company except for specific administrators for legitimate uses. We use PCI-compliant third-party processors for payment processing. The processor gives us a token to authorize a payment and we never touch or store the customer payment information. A copy of our most recent third-party PCI audit can be found in **Appendix H**.

Anonymized Data: Rider privacy is paramount, which is why Lime pre-aggregates rider data prior to reporting. We primarily utilize two data specifications, the General Bikeshare Feed Specification (GBFS) and the Mobility Data Specification (MDS). GBFS reports on the location of rentable vehicles - not trip data on origin, destination, etc - meaning there is a much lower potential for retrospective identification on riders. MDS is a robust data standard that includes rich trip data.

To safeguard privacy we pre-aggregate trip information before reporting it via MDS. Specifically, we create a geometric "hex" grid of the service area; once a threshold of 3 trips has begun and ended in a pair of hexes we report that data. This preserves rider privacy and limits the possibility of retrospective identification of individual riders. We feel this is the best practice in data reporting and have approached the Open Mobility Foundation (which oversees development of the MDS standard) to make this standard across the industry.

For publicly available data as discussed, we generally publish heat maps which not only visualizes trends to aid city staff in planning decisions, but aggregates data to safeguard against re-identification.



7.e. Describe what, if any, user data you intend to collect and sell; and if so how this will be communicated to users and how they will be able to opt-out.

We take user privacy and data security seriously. Consequently, we utilize the European General Data Protection Regulation (GDPR) as a north star for all of our data handling globally. First and foremost, **we never sell our user data**. Second, Lime shares data via **MDS** and **GBFS** data feeds, as specified in **Section 7b**. We follow a strict process that guarantees the anonymity of our users. This includes:

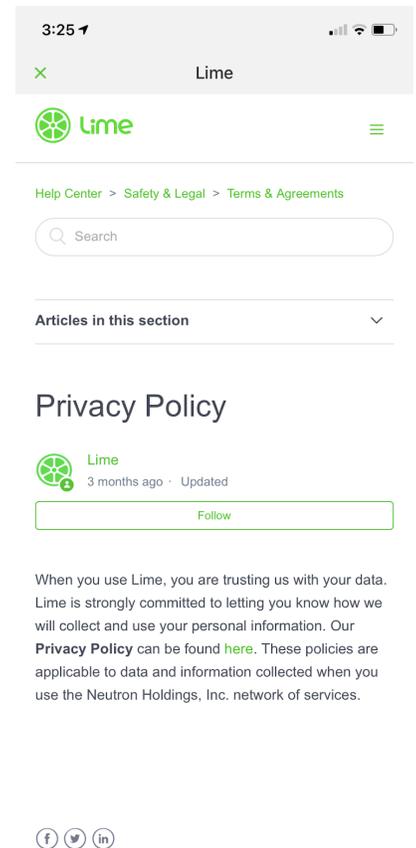
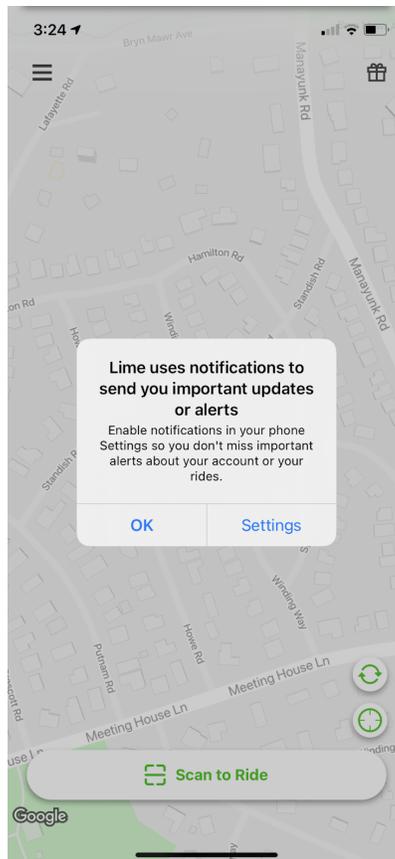
- **Geolocation** on the scale of a street;
- **Traffic data** visible only from the moment when more than five users have circulated in this restricted geographical area;
- **Aggregation of data** without vehicle identification;
- **Time interval** of data communication to be set in consultation with the City, but typically one hour, to preserve anonymity while keeping data up-to-date.

Lime lists the types of user data and the purpose for collecting it in our [Privacy Notice](#), and in most cases users have the opportunity to opt out. The Privacy Notice is provided when a user signs up for our service, and is available in app and online at all times.

Lime explains in plain language the types of data and how it will be used, we also provide context for data use. For example, with respect to payment processing:

Our service providers and partners: We share your information with our trusted service providers and partners who provide services to Lime such as hosting data and our infrastructure, processing payments and donations, supporting and improving the Services, performing customer service, or providing marketing and advertising services. For example, we share information with credit card issuers in order to process your payments and refunds.

When a user is presented with a new data sharing situation - such as signing up for Lime Hero or responding to a survey - the user separately agrees to share the additional data.



Appendix A | BACKGROUND, AFFIRMATIONS, CERTIFICATIONS AND STABILITY – PART I, FORM B

FORM B PROPOSER CONTACT INFORMATION

Proposer

Firm Name: Neutron Holdings, Inc. dba Lime
Address: 85 2nd St. San Francisco, First Floor
City, State, Zip: San Francisco, California, 94105

Authorized Signer Name: EV Ellington
Authorized Signer Title: US Southwest General Manager
Telephone Number: (628)-225-4499
Fax Number: N/A
Email Address: ev@li.me

Project Manager Name: Karla Martinez Owunwanne
Project Manager Title: Director of Government Relations, Southwest US
Telephone Number: (310) 775-5081
Fax Number: N/A
Email Address: karla.martinez@li.me

Subcontractors to Proposer

To be determined following permit award.



Appendix B | BACKGROUND, AFFIRMATIONS, CERTIFICATIONS AND STABILITY

FORM C RESTRICTIONS ON LOBBYING AND CONTACTS AGREEMENT

The Proposer agrees that during the period beginning on the date of the issuance of the RFP and ending on the date of selection of the Proposer, no person (or entity) submitting a proposal in response to this RFP, nor any officer, employee, representative, agent, or Proposer representing such a person (or entity) has not and shall not contact through any means or engage in any discussion concerning the award of the Contract with any member of the City Council of the City of Glendale or his or her personal staff. Any such contact shall be grounds for the disqualification of the proposal.

The Proposer agrees that during the period beginning on the date of the issuance of this RFP and ending on the date of selection of the Proposer, each person or entity described in the previous paragraph has and shall limit his or her communication with City staff to the written clarification and amendment process described in Section IV, and interviews or discussions pursuant to evaluation and selection process described in Section V. At no time has or shall this Proposer have any communication with a member of the City's Evaluation Committee, other than communication initiated by such member during interviews or discussions.



Signature of Authorized Representative Date

EV Ellington, SW General Manager
Printed Name and Title of Authorized Representative



**FORM D
STATEMENT OF QUALIFICATIONS**

A. If your organization is a corporation or a limited liability company, answer the following:

1. Date of incorporation/organization. January, 2017
2. State of incorporation/organization: Delaware
3. Corporate ID number: **6269409**
4. Agent for Service of Process.
NATIONAL REGISTERED AGENTS, INC.
1209 ORANGE STREET
WILMINGTON, DE 19801

302-674-4089

5. Attach names, addresses and phone numbers of all Corporate Officers.

Wayne Ting, Chief Executive Officer
Address: 85 2nd St, San Francisco, CA 94105
Phone Number:

Lindsey Haswell, Secretary
Address: 85 2nd St, San Francisco, CA 94105
Phone Number:

Andrea Ellis, Chief Financial Officer
Address: 85 2nd St, San Francisco, CA 94105
Phone Number:

Joe Kraus, President
Address: 85 2nd St, San Francisco, CA 94105
Phone Number:

Zhoujia Bao, Chairman
Address: 85 2nd St, San Francisco, CA 94105
Phone Number:

B. If your organization is a partnership, answer the following:

1. Date of organization/formation.
2. Type of partnership (if applicable).
3. Attach name(s), address and telephone number of general partner(s).

C. If your organization is individually owned, answer the following:

1. Date organization was formed.



2. Owner Name.
Address.
Telephone number.

D. Claims and Suits (Check the box **if answer is "no"**. If the answer to any of the questions below is "yes", please attach an explanation.)

- 1. Has your organization ever been debarred or disqualified from bidding by any state, county or local government agencies? If yes, please explain.
- 2. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
- 3. Has your organization filed any lawsuits or requested arbitration within the last five (5) years?
- 4. Have you or, if Proposer is a corporation, any principal of the corporation ever been convicted of a felony? If your answer is "Yes", please explain the details of that conviction and, if so, whether you or said officer have served his or her sentence.
- 5. Have you or your company ever been charged by any governmental agency for failure to follow safety procedures? If so, please explain.

We/I declare under penalty of perjury that the foregoing is true and correct.

Dated this day of January 11th, 2021

Name of Company: Neutron Holdings dba Lime

By: EV Ellington

Title: SW General Manager



**FORM E
PROPOSER'S AFFIDAVIT OF NONCOLLUSION**

I, EV Ellington under penalty of perjury, state as follows: 1. That I am the SW General Manager (Title of office if a corporation: "sole owner," "Partner," or other proper title) of Lime dba Neutron Holdings, (hereinafter called "Proposer") who has submitted to the City of Glendale a Proposal for the Shared Mobility Pilot Program; 2. That said Proposal is genuine; that the same is not sham; that all statements of fact therein are true; 3. That said Proposal is not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not named or disclosed; 4. That Proposer did not, directly or indirectly induce, solicit, agree, collude, conspire or contrive with anyone else to submit a false or sham proposal, to refrain from proposing, or withdraw his/her proposal, to raise or fix the proposal price of Proposer or of anyone else, or to raise or fix any overhead profit, or any cost element of Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interests of the City of Glendale, or of any other Proposer, or anyone else interested in the proposed Agreement; 5. That the Proposer has not in any manner sought by collusion to secure for himself/herself/itself an advantage over any other Proposer or induce action prejudicial to the interests of the City of Glendale or of any other Proposer, or anyone else interested in the proposed Agreement; 6. That the Proposer did not, directly or indirectly, submit its proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Glendale, or to any person or persons who have partnership or other financial interest with said Proposer in his/her business.

We/I declare under penalty of perjury that the foregoing is true and correct.

Dated this day of

January, 8th, 2021

Name of Company: Neutron Holdings, Inc. dba Lime

By: EV Ellington

Title: SW General Manager



FORM F
EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

The Proposer hereafter described will not discriminate against any employee or proposer for employment because of race/color, national origin, sex, sexual preference, religion, age, or handicapped status in employment or the provisions of services.



Signature of Authorized Representative Date

EV Ellington, SW General Manager
Printed Name and Title of Authorized Representative



**FORM G
HOLD HARMLESS AGREEMENT**

Proposer agrees to indemnify and hold harmless the City of Glendale against and from any and all damages to property or injuries to or death of any person or persons, including employees or agents of the City, and shall defend, indemnify and hold harmless the City, its officers, agents, and employees, from any and all claims, demands, suits, actions, or proceedings of any kind or nature, of or by anyone whomsoever, in any way resulting from or arising out of the negligent or intentional acts, errors, or omissions of the Proposer or any of its officers, agents, or employees.



Signature of Authorized Representative Date

SW General Manager
Printed Name and Title of Authorized Representative



CONFIDENTIAL, PROPRIETARY, AND TRADE SECRET INFORMATION

Debarment and Suspension Certification

i. Any instance where the Proposer or a team member defaulted on a public services contract.

There are none.

ii. Information concerning the bankruptcy or receivership of the Proposer or a team member.

There is none.

iii. Information concerning all adverse claims, disputes, settlements, or lawsuits between a public agency and the Proposer or a team member (including professional liability/errors and omissions claims) in which the claim, settlement, or judgment exceeds two hundred and fifty thousand dollars (\$250,000).

There is none.



CONFIDENTIAL, PROPRIETARY, AND TRADE SECRET INFORMATION

Professional Services Agreement

Lime has reviewed the Professional Services Agreement (PSA) and will comply with the PSA terms, including insurance requirements, indemnity and termination provisions, and have no concerns about entering into the PSA.



Appendix C | Current & Historic Global Fleet Operations

CONFIDENTIAL, PROPRIETARY, AND TRADE SECRET INFORMATION

Below is a complete list of **every city we have operated in since we began operations** in the summer of 2017.

City	Market Entry Date	Market Exit Date
Abu Dhabi, UAE	November 2019	
Adelaide, Australia	February 2019	
Athens, Greece	January 2019	March 2020
Atlanta, GA	June 2018	January 2020
Auckland, New Zealand	October 2018	
Augsburg, Germany	September 2020	
Austin, TX	April 2018	
Balaton, Hungary	August 2020	
Baltimore, MD	September 2018	
Barcelona, Spain	September 2018	
Basel, Switzerland	September 2018	
Berlin, Germany	June 2019	
Bloomington, IN	September 2018	
Bogota, Colombia	April 2019	January 2020
Boise, ID	September 2018	
Bonn, Germany	September 2020	
Boston, MA	April 2019	
Brasov, Romania	September 2020	
Bremen, Germany	April 2018	May 2018
Brisbane, Australia	November 2018	
Brno, Czech Republic	August 2020	
Brunswick, Germany	July 2020	
Brussels, Belgium	November 2018	
Bucharest, Romania	May 2019	
Budapest, Hungary	July 2019	
Buenos Aires, Argentina	September 2019	January 2020
Busan, South Korea	November 2019	



Calgary, AB	July 2019	
Cali, Colombia	March 2019	October 2019
Chania, Greece	September 2020	
Charlotte, NC	May 2018	
Charlottesville, VA	December 2018	January 2020
Chicago, IL	June 2019	
Christchurch, New Zealand	October 2018	
Cincinnati, OH	September 2018	
Cleveland, OH	August 2019	
Cluj-Napoca, Romania	August 2020	
Coimbra, Portugal	March 2019	September 2019
Cologne, Germany	June 2019	
Columbia, MO	October 2018	December 2018
Columbus, OH	July 2018	
Constanta, Romania	September 2020	
Copenhagen, Denmark	October 2018	
Corpus Christi, TX	December 2018	
Dallas, TX	July 2018	
Denver, CO	May 2018	
Detroit, MI	August 2018	
Dortmund, Germany	September 2020	
Dresden, Germany	July 2019	
Dubai, UAE	October 2020	
Dunedin, New Zealand	January 2019	
Dusseldorf, Germany	August 2019	
East Lansing, MI	September 2019	
Edmonton, AB	August 2019	
Essen, Germany	September 2020	
Fayetteville, NC	August 2018	November 2018
Frankfurt, Germany	July 2019	
Gold Coast, Australia	December 2018	
Gothenburg, Sweden	April 2019	
Green Bay, WI	August 2018	February 2019



Greensboro, NC	August 2018	
Greenville, NC	March 2018	May 2019
Hamburg, Germany	June 2019	
Hamilton, New Zealand	August 2019	
Hannover, Germany	August 2019	
Harrisonburg, VA	November 2018	March 2019
Hartford, CT	June 2018	February 2019
Heidelberg, Germany	September 2020	
Helsinki, Finland	July 2019	
Heraklion, Greece	July 2019	March 2020
Hildesheim, Germany	September 2020	
Incheon, South Korea	September 2020	
Indianapolis, IN	June 2018	
Ithaca, NY	April 2018	March 2020
Jacksonville, NC	January 2019	April 2019
Jonesboro, AK	October 2017	February 2019
Kansas City, MO	September 2018	December 2018
Karlsruhe, Germany	July 2020	
Katowice, Poland	October 2020	
Krakow, Poland	May 2020	
Lafayette, LA	December 2018	January 2019
Lake Tahoe, CA	June 2018	
Lansing, MI	October 2018	
Liege, Belgium	May 2019	May 2020
Lima, Peru	September 2019	January 2020
Linz, Austria	April 2019	January 2020
Lisbon, Portugal	October 2018	
Little Rock, AR	January 2019	
London, United Kingdom	December 2018	
Long Beach, CA	August 2018	
Los Angeles, CA	March 2018	
Louisville, KY	November 2018	
Lubbock, TX	November 2018	



Lubeck, Germany	September 2020	
Lyon, France	September 2018	May 2020
Madrid, Spain	August 2018	
Mainz, Germany	September 2020	
Malaga, Spain	December 2018	
Malmo, Sweden	December 2018	
Manchester, UK	November 2020	
Mannheim/Ludwigshafen, Germany	September 2020	
Marseille, France	January 2019	October 2019
Melbourne, Australia	November 2018	
Memphis, TN	October 2018	October 2019
Mexico City, Mexico	October 2018	January 2020
Miami, FL	April 2018	
Milan, Italy	May 2019	
Milton Keynes, United Kingdom	September 2020	
Milwaukee, WI	July 2019	
Mobile, AL	August 2018	March 2019
Moenchengladbach, Germany	September 2020	
Monterey, CA	June 2018	May 2019
Monterrey, Mexico	November 2018	January 2019
Montevideo, Uruguay	April 2019	January 2020
Montreal, QC	August 2019	November 2019
Munich, Germany	June 2019	
Munster, Germany	September 2020	
Namur, Belgium	May 2019	November 2019
Nashville, TN	August 2018	
New York, NY	May 2018	January 2020
Norfolk, VA	June 2019	
Nuremberg, Germany	July 2020	
Oakland, CA	February 2018	November 2020
Ogden, UT	April 2019	
Oklahoma City, OK	August 2018	
Omaha, NE	May 2019	October 2019



LIME + GLENDALE

Orlando, FL	January 2020	
Oslo, Norway	July 2019	
Osnabruck, Germany	October 2020	
Ottawa, ON	July 2020	
Oxford, OH	October 2018	
Pamplona, Spain	January 2019	June 2019
Paris, France	June 2018	
Phoenix, AZ	August 2018	January 2020
Pilsen, Czech Republic	August 2020	
Ploiesti, Romania	October 2020	
Plovdiv, Bulgaria	October 2020	
Portland, OR	July 2018	
Pozan, Poland	December 2018	
Prague, Czech Republic	September 2018	
Providence, RI	October 2018	September 2019
Provo, UT	June 2020	
Nuevo Vallarta, Mexico	December 2018	January 2020
Raleigh/Durham, NC	September 2019	
Reno, NV	May 2018	March 2019
Rethymno, Greece	May 2019	
Richmond, KY	March 2018	December 2018
Rimini, Italy	August 2019	
Rio de Janeiro, Brazil	July 2019	
Roanoke, VA	October 2018	
Rochester, MN	August 2019	
Rockford, IL	April 2018	February 2019
Rome, Italy	June 2019	
Ruhrpott, Germany	September 2019	
Sacramento, CA	July 2019	
Salford, UK	October 2020	
Salt Lake City, UT	July 2018	
San Antonio, TX	July 2018	January 2020
San Diego, CA	February 2018	January 2020



San Francisco, CA	October 2019	
San Jose, CA	February 2018	
Isla Vista, CA	June 2018	March 2020
Santiago, Chile	November 2018	
Sao Paulo, Brazil	July 2019	January 2020
Seattle, WA	May 2019	
Seoul, South Korea	October 2019	
Seville, Spain	August 2019	
Sofia, Bulgaria	August 2019	
Spokane, WA	September 2018	
St. Louis, MO	July 2018	
St. Paul, MN	July 2018	
Starkville, MS	September 2018	February 2019
Statesboro, GA	September 2018	
Stillwater, OK	September 2018	December 2018
Stockholm, Sweden	November 2018	
Stuttgart, Germany	August 2019	
Sydney, Australia	November 2018	
Tacoma, WA	September 2018	
Tallahassee, FL	July 2019	November 2019
Tampa, FL	May 2019	
Tel Aviv, Israel	February 2019	
Thessaloniki, Greece	December 2018	
Toledo, OH	August 2018	
Toulouse, France	September 2018	
Tricity, Poland	August 2020	
Tulsa, OK	October 2018	
Turin, Italy	December 2019	
Ulsan, South Korea	June 2020	
Uppsala, Sweden	April 2019	August 2020
Valencia, Spain	August 2018	September 2019
Verona, Italy	October 2019	
Vienna, Austria	September 2018	



Wake Forest, NC	June 2018	October 2018
Warsaw, Poland	October 2018	
Washington D.C.	March 2018	
Waterloo, Ontario	October 2018	August 2019
Wellington, New Zealand	December 2018	
West Sacramento, CA	August 2020	
Wiesbaden, Germany	September 2020	
Wroclaw, Poland	October 2018	
Zaragoza, Spain	October 2018	May 2019
Zurich, Switzerland	April 2019	



Appendix D | Active Global Fleet Operations

Lime deploys more than 150,000 vehicles across **over 135 cities** on five continents every day, more than any other provider.

CONFIDENTIAL, PROPRIETARY, AND TRADE SECRET INFORMATION

City	E-scooter Fleet	Bike Fleet	Market Entry Date
Abu Dhabi, UAE	100		November, 2019
Auckland	830	500	October, 2018
Augsburg, Germany	450		September, 2020
Austin, TX	5,100	500	April, 2018
Baltimore, MD	1,650	75	September, 2018
Basel, Switzerland	200		September, 2018
Berlin, Germany	7,500	1000	June, 2019
Bloomington, IN	400		September, 2018
Boise, ID	250		September, 2018
Bonn, Germany	1,000		September, 2020
Brasov, Romania	650		September, 2020
Brisbane, Australia	400		November, 2018
Brno, Czech Republic	500		August, 2020
Brunswick, Germany	300		July, 2020
Brussels, Belgium	1,500		November, 2018
Bucharest, Romania	3,000		May, 2019
Budapest, Hungary	5,000		July, 2019
Busan, South Korea	2,600		November, 2019
Calgary, AB	1,300		July, 2019
Calgary, Alberta	1,000		July, 2019
Chania, Greece	80		September, 2020
Charlotte, NC	400		May, 2018
Charlotte, NC	400		May, 2018
Chicago, IL	3,333		June, 2019
Christchurch, New Zealand	1,000		October, 2018



City	E-scooter Fleet	Bike Fleet	Market Entry Date
Cincinnati, OH	450		September, 2018
Cleveland, OH	350		August, 2019
Cluj-Napoca, Romania	850		August, 2020
Cologne, Germany	5,000		June, 2019
Columbus, OH	1,144		July, 2018
Constanta, Romania	500		September, 2020
Copenhagen, Denmark	600	500	October, 2018
Corpus Christi, TX	850		December, 2018
Dallas	paused	paused	July, 2018
Denver, CO	685	250	May, 2018
Detroit, MI	400		August, 2018
Dortmund, Germany	1,000		September, 2020
Dresden, Germany	2,000		July, 2019
Dunedin, New Zealand	400		January, 2019
Dubai, UAE	70		October, 2020
Dusseldorf, Germany	3,000		August, 2019
Edmonton, AB	2,000		August, 2019
Edmonton, Alberta	2,000		August, 2019
Essen, Germany	825		September, 2020
Frankfurt, Germany	3,200		July, 2019
Gold Coast, Australia		750	December, 2020
Gothenburg, Sweden	750		April, 2019
Greensboro, NC	350		August, 2018
Hamburg, Germany	3,000	600	June, 2019
Hamilton, New Zealand	600		August, 2019
Hannover, Germany	1,200		August, 2019
Heidelberg, Germany	1000		September, 2020
Helsinki, Finland	1,300		July, 2019



City	E-scooter Fleet	Bike Fleet	Market Entry Date
Hildesheim, Germany	400		September, 2020
Incheon, South Korea	2,000		September, 2020
Indiannapolis, IN	1,000		June, 2018
Karlsruhe, Germany	600		July, 2020
Kelowna, BC			April, 2021*
Krakow, Poland	1,300		May, 2020
Lake Tahoe, CA	500		June, 2018
Lansing, MI	300		October, 2018
Lisbon, Portugal	1,000		October, 2018
Little Rock, AR	450		January, 2019
London, United Kingdom	0	2,900	December, 2018
Long Beach, CA	500		August, 2018
Los Angeles, CA	5,500		March, 2018
Louisville, KY	650		November, 2018
Lubbock, TX	1,000		November, 2018
Lubeck, Germany	750		September, 2020
Madrid, Spain	1,600		August, 2018
Mainz, Germany	100		September, 2020
Malaga, Spain	1,000		December, 2018
Malmo, Sweden	1,000		December, 2018
Manchester, UK	50		November, 2020
Mannheim/ Ludwigshafen, Germany	100		September, 2020
Melbourne, Australia		800	December, 2020
Miami, FL	744		April, 2018
Milan	750	1,000	May, 2019
Milton Keynes, United Kingdom	300		September, 2020
Milwaukee, WI	500		July, 2019



City	E-scooter Fleet	Bike Fleet	Market Entry Date
Moenchengladbach, Germany	400		September, 2020
Munich, Germany	2,500	500	June, 2019
Munster, Germany	1,000		September, 2020
Nashville, TN	500		August, 2018
Norfolk, VA	1,250		June, 2019
Nuremberg, Germany	1,000		July, 2020
Oakland, CA	1,500		February, 2018
Oakland, CA	1,000		February, 2018
Ogden, UT	300		April, 2019
Oklahoma City, OK	600		August, 2018
Orlando, FL	300		January, 2020
Oslo, Norway	3,200		July, 2019
Osnabruck, Germany	600		October, 2020
Ottawa, ON	260		July, 2020
Oxford, OH	300		October, 2018
Paris, France	5,000	2,000	June, 2018
Plovdiv, Bulgaria	100		October, 2020
Portland, OR	1,182		July, 2018
Pozan, Poland	800		December, 2018
Prague, Czech Republic	1,700		September, 2018
Provo, UT	400		June, 2020
Raleigh/Durham, NC	300		September, 2019
Rethymno, Greece	250		May, 2019
Rimini, Italy	500		August, 2019
Rio de Janeiro, Brazil	750		July, 2019
Roanoke, VA	800		October, 2018
Rochester, MN	250	50	August, 2019
Rome, Italy	4,000	1,600	June, 2019



City	E-scooter Fleet	Bike Fleet	Market Entry Date
Ruhrpott, Germany	600		September, 2019
Sacramento, CA	9200	500	July, 2019
Salt Lake City, UT	900		July, 2018
San Francisco, CA	2,000		October, 2019
San Jose, CA	500		February, 2018
Santiago, Chile	1,200		November, 2018
Seattle, WA	500	2,000	May, 2019
Seoul, South Korea	9,000		October, 2019
Sofia, Bulgaria	450		August, 2019
Spokane, WA	1,500	200	September, 2018
St. Louis, MO	650		July, 2018
St. Paul, MN	750		July, 2018
St. Paul, MN	700		July, 2018
Statesboro, GA	400		September, 2018
Stockholm, Sweden	3,000		November, 2018
Stuttgart, Germany	1,500		August, 2019
Sydney, Australia		1,000	November, 2018
Tampa, FL	600		May, 2019
Tel Aviv, Israel	2,500		February, 2019
Thessaloniki, Greece	600		December, 2018
Toledo, OH	200		August, 2018
Tricity, Poland	700		August, 2020
Tulsa, OK	600		October, 2018
Turin, Italy	500		December, 2019
Ulsan, South Korea	500		June, 2020
Verona, Italy	280		October, 2019
Vienna, Austria	1,500	150	September, 2018
Warsaw, Poland	4,800		October, 2018



City	E-scooter Fleet	Bike Fleet	Market Entry Date
Washington D.C.	720	2,500	March, 2018
Wellington, New Zealand	400		December, 2018
Wiesbaden, Germany	250		September, 2020
Wroclaw, Poland	700		October, 2018
Zurich, Switzerland	800	100	April, 2019



Appendix E | Permit Requirements - City of Spokane, WA

EXHIBIT C

Shared Mobility Operating Requirements.

April 24, 2019

Equipment and Safety

Requirement S1: All bicycles used by shared mobility vendors shall meet the standards outlined in the Code of Federal Regulations (CFR) under [Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles](#). Additionally, permitted systems shall meet the safety standards outlined in [ISO 43.150 – Cycles, subsection 4210](#).

Requirement S2: Electric bicycles deployed as part of the Shared Mobility program shall meet the National Highway Traffic Safety Administrations (NHTSA) definition of *low-speed electric bicycles*; and shall be subject to the same requirements as ordinary bicycles (described in Requirement S1). This means that electric bicycles shall have fully operable pedals, an electric motor of less than 750 watts, and a top motor-powered speed of less than 20 miles per hour when operated by a rider weighing 170 pounds. Electric assist bikes shall comply with the Class 1 definition and requirements of RCW 46.04.169 and RCW 46.61.710.

Additionally, the City reserves the right to terminate the use of electric bicycles under this program if the battery or motor on an electric bicycle is determined by the City to be unsafe for public use.

Requirement S3: All bicycles shall meet the Revised Code of Washington's (RCW) requirements for lights during hours of darkness, described in [RCW 46.61.780](#). This includes a front light that emits white light and a rear red reflector.

Requirement S4: All electric scooters used by shared mobility vendors shall be consistent with current industry standards for dockless e-scooters.

Shared mobility vendors under this program shall comply with any e-scooter standard or regulation enacted or adopted by the State of Washington or federal agency during the course of the contract.

Requirement S5: Electric assist bikes and scooters shall be limited to 15 miles per hour on flat ground. Shared mobility vendors shall utilize geofencing to restrict and reduce speeds in special areas or zones as defined by the City. Examples of special speed zones may include but are not limited to: Riverfront Park, the County Courthouse and Public Safety complex and other large public spaces or zones.



Requirement S6: Shared mobility vendors shall provide a mechanism for customers to notify the company that there is a safety or maintenance issue with the bicycle or scooter.

Requirement S7: Shared mobility vendors shall have visible language that notifies the user that:

1. Helmet use is encouraged by all users.
2. Bicycles and scooters are restricted from using sidewalks in the downtown zone as defined by the City's municipal code.
3. Outside of downtown, bike and scooter riders shall yield to pedestrians on sidewalks.

Requirement S8: Shared mobility vendors agree that the City of Spokane is not responsible for educating users regarding laws and restrictions regarding bicycle and scooter use. Neither is the City responsible for educating users on how to ride or operate a bicycle or scooter. Shared mobility vendors agree to educate users regarding laws applicable to riding and operating a bicycle and scooter in the City of Spokane and Spokane County, to encourage users to wear helmets and to comply with applicable laws.

Requirement S9: Use of shared mobility vehicles shall be limited to adults, 18 years of age or older. Shared mobility vendors shall notify users of this requirement.

Requirement S10: Use of shared mobility vehicles shall be limited to use by one person; no passengers are permitted.

Requirement S11: Shared mobility vendors shall actively promote proper and safe use and riding behavior for bicycles and scooters and encourage and promote the use of bicycle helmets. Riding behavior education should include the requirement to ride in roadways as opposed to sidewalks in the downtown, yielding to pedestrians, and selection of appropriate parking places. The share mobility vendor shall encourage helmet use through partnerships and promotions with local bicycle shops, hotels, parks, and bicycle and pedestrian advocacy groups and/or through helmet promotions that provide free or reduced cost helmets to their users. This can be done through giveaways or helmet vending so long as the shared helmets are appropriately inspected and sanitized prior to re-distribution.

Requirement S12: Speed zones shall be administered through geofencing as required by the City. A reduced speed zone shall be administered for Riverfront Park. Electric vehicles shall be limited to 7 miles per hour through the park. Geofence boundaries shall be adjusted such that these limits activate within the park, but do not interfere with travel on adjacent streets.



Parking

Requirement P1: For dockless shared mobility systems, bicycles and scooters shall be parked in the landscape/furniture zone of the sidewalk, as indicated in Figure 1. Shared mobility vendors shall inform customers regarding appropriate parking behavior and locations. For shared mobility stations that require the installation and maintenance of objects in the right-of-way (ROW), an annual permit is required for every location. The City of Spokane's Developer Services Division will provide guidance on locating shared mobility stations, as well as the additional permits that may be required.



Figure 1

Requirement P2: For shared mobility stations that require the installation and maintenance of objects in the right-of-way (ROW), an annual permit is required for each location. The City of Spokane's Developer Services Division will review and provide guidance on locating shared mobility stations, as well as determine additional permits that may apply.

Requirement P3: Restrictions to allowed parking zones on sidewalks:

1. Bicycles shall not be parked at the corners of sidewalks as indicated in Figure 2.
2. Bicycles and scooters shall not be parked on blocks where the landscape/furniture zone is less than 3 feet wide, or where there is no landscape/furniture zone.
3. On blocks without sidewalks, bicycles may be parked if the public right-of-way if the travel lane(s) and a 6-foot pedestrian clear zone are not impeded.
4. The City reserves the right to determine certain block faces where dockless shared mobility parking is prohibited. The City also retains the right to define limited parking zones near business entrances or bus stops. These zones should be closely monitored and parking re-balanced often if/when vehicles accumulate with regular use. The vendor shall attend to these zones as needed to maintain functional pedestrian access.
5. Bicycles shall not be parked on the sidewalk or street adjacent to or within:
 - a. Parklets and streateries
 - b. Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and

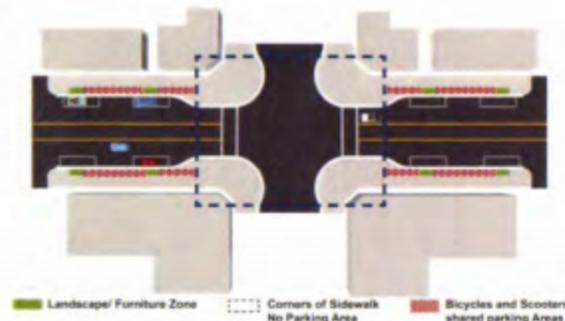


Figure 2



- staging zones, except at existing bicycle racks;
- c. Loading zones;
- d. Disabled parking zone;
- e. Street furniture that requires pedestrian access (for example - benches, parking pay stations, bus shelters, transit information signs, etc.);
- f. Curb ramps;
- g. Building entryways; and
- h. Driveways.

Requirement P4: These requirements relate to operations within the City of Spokane Right-of-Way. Additional zones may be established; for example, locations within parks, publicly-accessible plazas, on-street parking spaces (bike corrals), off-street parking lots/garages, or campuses. However, permission to do so shall require coordination with the appropriate department, agency, or property owner; and shall be communicated to the customer through signage approved by the respective entity and/or through the mobile and web application.

Requirement P5: The City retains the right to require operators to create geo-fenced stations within certain areas where bicycles and scooters shall be parked.

Requirement P6: Any dockless bicycle or scooter that is parked in one location for more than 7 consecutive days without moving may be removed by City of Spokane crews and taken to a City facility for storage at the expense of the shared mobility operator. The City shall invoice the shared mobility vendor for the vehicle removal and storage expenses.

Requirement P7: All permitted operators shall provide, on every bicycle and scooter, contact information for bicycle and scooter relocation requests.

Requirement P8: Bicycles and scooters shall be upright when parked.

Requirement P9: Any bicycle or scooter that is parked incorrectly shall be re-parked in a correct manner or shall be removed by the shared mobility vendor within the following timeframes:

- 6am to 6pm - within two hours of receiving notice,
- All other times – within 10 hours of receiving notice.

Requirement P10: Bicycles can only be parked on hard surfaces within the landscape/furniture zone (e.g. concrete, asphalt).

Requirement P11: If parking behavior becomes problematic, as deemed by the City, the City retains the right to require the vendor to incentivize proper parking etiquette. This would include the use of geofencing and appropriate signs/markings to highlight appropriate parking locations and promotional information distributed to users to offer discounted rates to be earned by prolonged good behavior.



Operations

Requirement O1: All shared mobility vendors shall have a staffed operations/maintenance center located in the City of Spokane.

Requirement O2: All shared mobility vendors shall have a local manager(s). The vendor shall provide the contact info (cell phone number and e-mail) for the local manager(s) to the City of Spokane program manager.

Requirement O3: All shared mobility vendors shall have a 24-hour customer service phone number for customers to report safety concerns, complaints, or ask questions.

Requirement O4: All shared mobility vendors shall provide the City with a direct contact for vendor staff that are capable of rebalancing bicycles. All permitted vendors shall relocate or rebalance according to the following timeframes:

- 6am to 6pm - within two hours of receiving notice,
- All other times – within 10 hours of receiving notice.

Requirement O5: All shared mobility vendors shall have a performance bond of \$80/bicycle or scooter, with a cap of \$10,000. The form of the bond shall be approved by the City. These funds shall be accessible to the City for future public property repair and maintenance costs that may be incurred, removing, and storing bicycles improperly parked, or if a company is not present to remove bicycles if its permit is terminated. If a permitted operator increases the size of their fleet, the performance bond shall be adjusted appropriately before deploying additional bicycles.

Requirement O6: Any inoperable bicycle or scooter, or any bicycle or scooter that is not safe to operate shall be removed from the right-of-way within 24 hours of notice by any means to the vendor by any individual or entity, and shall be repaired and safety inspected before putting the bicycle or scooter back into revenue service.

Requirement O7: All shared mobility vendor(s) shall have a minimum bicycle and scooter fleet of 500 vehicles; operators shall meet this fleet size within one calendar week of the initial launch date. The maximum fleet size shall be 1,500 vehicles unless otherwise approved in writing by the City. The vehicle fleet shall include a minimum number of bicycles comprising 20% of the fleet.

Weather conditions permitting, the vendor shall maintain the minimum fleet size from March 15th through November 15th. Fleet size may be reduced from November 15th through March 15th; vehicles should be deployed during this time period when weather and street conditions allow. Re-introduction after winter closures shall be done only with approval from the City.

Requirement O8: The City may determine additional or altered permit conditions based on data received as part of the data sharing requirements specified below.

Requirement O9: Every bicycle and scooter shall have a unique identifier that is visible to the user on the bicycle.

Requirement 10: Shared mobility vendors shall have a process in place to handle and address property damage claims and complaints related to operation of their shared mobility vehicles. Shared mobility vendors shall provide contact information to the City for vendor staff responsible for addressing



property damage issues.

Requirement O11: If the City incurs any costs addressing or abating any violations of these requirements, or incurs any costs of repair or maintenance of public property, upon receiving written notice of the City costs, the permitted operator shall reimburse the City for such costs within thirty days.

Requirement O12: The City reserves the right to terminate a shared mobility vendor's participation in the program at any time and require that the entire fleet of bicycles be removed from Spokane streets. The decommissioning shall be completed within 5 days unless a different time period is determined by the City.

Special Events and Standing Weather Conditions

Requirement SS1: All permitted shared mobility vendors shall coordinate and cooperate with City staff regarding operations during special events. Special events may include but are not limited to: Bloomsday, Hoopfest, Lilac Day Parade, Pigout in the Park. During special events, shared mobility vehicle placement, parking and use may be prohibited or restricted within or near the location of the special event as defined by the City. Shared mobility vendors shall provide adequate staffing during the special events to comply with the restrictions, rebalancing or removing vehicles as needed. When feasible, shared mobility vendors may be required to establish special geofenced boundaries that make the vehicles inoperable or operate at reduced speeds within or near the defined special event zone. Shared mobility vendors shall coordinate with City staff and special event organizers to identify and establish designated parking locations outside of the event zone for the parking of shared mobility vehicles.

Requirement SS2: Shared mobility vehicles shall be removed from city streets during snowy or icy weather conditions and in advance of anticipated significant weather events. Vehicles shall not be returned to operation until snow and ice have dissipated by natural means. This will be substantiated by melted/thawed conditions with temperatures above freezing for the duration of the time between 6:00 a.m. and 9:00 p.m. and which will allow safe usage of bicycles and scooters. During City declared weather or snow emergencies, shared mobility vendors shall remove all vehicles from the public right-of-way within 4 hours.



Data Sharing

Requirement DS1: The shared mobility vendor shall make data available to the City that is compliant with the Mobility Data Specification (MDS) format. The data shall be made available to the City, at a minimum, on a weekly basis.

Requirement DS2: The shared mobility vendor shall make available to City staff a 'data dashboard' that provides access to data that is updated on a daily basis. The minimum basic data provided and available for viewing should include:

- Number of each vehicle (bicycle and scooters) deployed
- Number of rides/trips
- Average trip length
- Average trip distance

Requirement DS3: All permitted vendors shall cooperate with the City in the distribution of customer surveys related to shared mobility through notifications and links on the vendors application and through e-mail notification of vendor's customers.

Requirement DS4: All permitted vendors shall keep a record of maintenance activities, including but not limited to bicycle and scooter identification number and maintenance performed. These records shall be sent to the City monthly.

Requirement DS5: All permitted vendors will keep a record of reported collisions. These records will be sent to the City monthly.

Requirement DS6: All permitted vendors agree to the City using a third-party consultant or researcher for evaluation of shared mobility. Data will be shared with the City's consultant or third-party researcher only for the purposes of evaluation and/or enforcement of the requirements in this permit.

Equity

Requirement E1: Shared mobility vendors shall implement and maintain a program that allows for use of bikes/scooters without a smart phone app.

Requirement E2: Shared mobility vendors shall implement and maintain a program that allows for cash payment to use shared mobility through programs and partnerships such as PayNearMe.

Requirement E3: Shared mobility vendors shall publicize and promote available equity programs.

Fees and Donations

Requirement F1: Shared Mobility vendors shall pay applicable fees as noted in the City's shared mobility contract and associated fee schedule.

Requirement F2: Any fees arising from the need for City crews to relocate or remove bicycles from any location where a bicycle is prohibited under this permit shall equal the City crews' hourly rate plus fifteen percent.

Requirement F3: Shared Mobility vendors shall administer a donation program that allows users to donate to a designated local non-profit organization through the smart phone app.



Appendix F | Permit Requirements - City of Norfolk, VA

B. Scope of Services

The scope of services is described in the RFP; However, the Contractor and the City have further agreed to the following:

1. General Responsibilities of the Contractor

- a. The Contractor shall provide local and regional points of contact ("POC"), as well as the phone number and email address of the Contractor's local general manager. Contractor must immediately notify the City of any change of POC.
- b. The Contractor shall be solely responsible for providing information to its customers on proper parking and vehicle usage prior to the launch of the program and through the term of this Agreement. The Contractor shall identify on its website and its mobile application the preferred parking areas designated by the City.
- c. The POC shall respond within 24 hours to City's concerns regarding daily operations and equipment issues; the POC shall respond to all other issues or questions raised by the City in meetings, through telephone inquiries or other communication within three (3) business days. In addition to ad-hoc meetings, the Contractor shall meet with the City, in person or via conference call, at least monthly throughout the duration of the Agreement.
- d. Upon the request of the City due to emergency, severe weather, construction, parade, public gathering or other situation affecting the normal operation of the right-of-way including sidewalks and trails, the Contractor shall be available within three (3) hours to respond and to coordinate with the City. The City has the right to exercise self-help if it determines that an emergency poses an imminent risk to public health and safety or property damage. The Contractor shall collect and secure all or a portion of its scooters in a location outside of the public right-of-way and that does not impede the City's access and response to the situation. The Contractor shall not reestablish service until it obtains City approval.
- e. The Contractor shall develop special events operating plans in conjunction with the City and the City's special events partners, as required by the City.
- f. The Contractor shall notify the City of any decision of seasonal scaling of its fleet of scooters at least thirty (30) calendar days prior to the scheduled scaling.

2. Operating Terms

- a. The Contractor is responsible for maintaining its fleet size within the City between a minimum of 100 and the maximum allowed 500 fully operational scooters. The maximum number of scooters allowed must be reached within a month of the launch date of the services. If the Contractor can demonstrate an average of at least three (3) trips per device per day over a full month and compliance with the requirements of this Agreement, the Contractor may request an increase of the maximum allowed fleet size in a writing to the City's POC.
- b. The Contractor shall require the minimum age for any rider of electric scooters to be eighteen (18) years of age.



- c. The City may request to restrict the top speed of electric scooters at its discretion during the term of this Agreement.
- d. At request of the City, the Contractor shall prohibit use of scooters at specific times of day.
- e. Scooters are not permitted to park in one location in the public right-of-way longer than seven consecutive days without rebalancing by the Contractor.
- f. The Contractor shall have a staffed operations center/warehouse in Norfolk. The Contractor shall have a live around-the-clock customer service phone number for reporting safety concerns, complaints and questions. The phone number and the website address shall be conspicuously provided on every scooter that is in service within the City.
- g. The Contractor must require scooter users to acknowledge any City and state regulations applicable to operating scooters in the City. These notifications must at a minimum be received through the mobile app and website for the service.
- h. The Contractor shall promptly respond directly to City residents and users reporting problems, issues or requesting information regarding Contractor's services and concerns received by the City's Norfolk Cares call center.
- i. The Contractor will implement and enforce no-ride or no-parking zones as requested by the City.
- j. The Contractor shall have an equitable ridership program facilitating access to Contractor's services for disadvantaged populations (at a minimum, discounted rides and access to users with no smartphones or credit cards through its Lime Access program).
- k. The Contractor shall repair, replace or restore any City real or personal property that is damaged, lost or destroyed beyond normal wear and tear as a result of the services provided under this Agreement. Should the Contractor fail to repair, replace or restore such real or personal property, the Contractor shall pay the City's reasonable costs in making such repair, replacement or restoration. The Contractor shall not place or attach any personal property, fixture, or structure to City property without the prior written consent of the City.
- l. The Contractor will work directly with local colleges and universities to resolve issues on their campuses. The universities will have the right to request removal of the scooters from their locations.

3. Parking

- a. The Contractor shall ensure that scooters are parked with a minimum of three (3) feet clearance not to impede pedestrian access, in compliance with the Americans with Disabilities Act, not to obstruct access to fire hydrants and valves, street furniture, crosswalks, the public right of way, or any public property - including public buildings, public parks, open spaces, public trails, driveways – and access to private property. Scooters must be parked in such a way to avoid damaging any property - including but not limited to landscaping, street trees or other aesthetic features - avoid interfering with traffic, bus stop operations, operation and use of existing bikeshare facilities and public bike racks.



b. Contractor shall instruct users on where and how to park the scooters. Scooters shall be parked so that no part of the vehicle extends over the face of the curb and onto the street.

c. Scooters shall be upright when parked and users must be notified by the Contractor if they have not complied with this requirement.

d. Contractor shall remove scooters parked in violation of the parking requirements outlined above or in violation of applicable laws and regulations within three (3) hours of reporting by the City or others. The City shall impound any scooter not removed within that timeframe. The Contractor shall be required to pick up scooters from the pound and shall pay all applicable fines and fees. Subject to applicable laws and regulations, in the event that the Contractor fails to retrieve the scooters in due time upon being notified by the City, the City shall consider the scooters abandoned and dispose of them as it sees fit

4. Communication/Community Outreach

a. Prior to the launch date, the Contractor shall design and execute, in cooperation with the City, a marketing campaign promoting the use of scooters in the City.

b. The Contractor shall regularly thereafter conduct community engagement campaigns to create awareness of the program as well as educate the public on scooter safety, proper use and parking of scooters.

c. At City's request, Contractor will provide City with informational materials for the City to distribute through its communication platforms.

d. The Contractor will conduct at least one community group ride and e-scooter demonstration event per quarter to promote safe operations and equitable use for all.

e. The Contractor shall provide a publicly accessible application program interface, clearly posted on Contractor's website, which shows at a minimum the current location of any scooters available for rental at all times.

5. The Scooters

a. Each scooter will have safety language which is visible to the users.

b. All scooters shall be equipped with GPS technology or other installed software to track and manage operation of the fleet.

c. The Contractor shall not deploy any scooter model or any new major component without prior approval by the City's POC.

d. Using commercially reasonable means, the Contractor shall ensure that each deployed scooter is fully operable, free of defects, conforms to relevant safety standards and is well-maintained and clean.

e. The Contractor shall immediately prevent further use of a scooter and within one day of



notification shall remove it from the City's right-of-way, if it is reported vandalized, in need of maintenance.

6. Data Collection

Without prejudice to Contractor's rights and interest to its commercially privileged and sensitive information, and subject to the Virginia Freedom of Information Act, the Contractor shall provide to the City's POC by the 15th of each month a report of the previous month's activity with the following data:

- a. Total active customers who reside in the City;
- b. Trips starting and trips ending, separately, in the City during the month, and trips starting and trips ending in the City since launch (raw trip data);
- c. Average trip duration in minutes;
- d. Average and total distance of trips (if this is calculable from provided raw trip data, no need to provide separately);
- e. Daily number of scooters in service in the City;
- f. A map of trip route data for all trips starting, ending, or passing through the City (especially to understand the equity implications of coverage of these services);
- g. Crashes – provide time, date, precise location, and number of parties impacted;
- h. Injuries – provide time, date, precise location, and cause (if known);
- i. Number and precise location of scooters that had to be towed after seven (7) consecutive days in one location, if data is available;
- j. Complaints received – provide the reason, date and location, if available/applicable;
- k. Incorrectly parked scooters – provide time, date and precise location;
- l. Users' adherence to established speeds limits (if data available) – provide time, date and location;
- m. Number of vandalized, missing, or stolen scooters (if data available);
- n. Number of customers who have used typical "unbanked" methods to rent a scooter;
- o. Other feedback received – by date, time, and precise location, if applicable;
- p. If the Contractor collects de-identified demographic data from its customers, Contractor shall provide the data to the City upon request;
- q. The Contractor shall provide an Application Programming Interface (API) data stream in secure Mobility Data Specification format of any and all data listed above for inclusion in an aggregated format in the City's open data portal.

7. Responsibilities of the City

- a. The City will provide a main point of contact for the Agreement ("City POC").
- b. The City, as needed, may establish and update parking requirements applicable to scooters including identification of preferred parking areas with signage, striping or other means.
- c. The City will notify the Contractor as early as possible of any scheduled event which would require Contractor to have a special event operating plan.
- d. The City will provide a calendar of the special events at which the Contractor will be able to set up information booths, displays, or product demonstrations to promote safe riding, operating requirements and positive scooter user behavior.



e. The City will not impound scooters as long as they are legally in the City's right-of-way, in Permitted areas or legally allowed locations. Scooters will be impounded if the Contractor does not remove them from an illegal location within three (3) hours.

8. Program Performance Evaluation

- a. The overall success and continuation of the program will be determined by assessing the following categories:
- i. Safety
 - Number of injuries
 - Number of crashes
 - Vandalism incidents
 - User compliance with rules
 - Average riding speed
 - ii. Access
 - Trip length and duration
 - Average vehicle density
 - Trip purpose: connections to transit, connections to job centers, connections to special events
 - Number/percent of users who are repeat users
 - Total area served
 - Stagnant vehicles
 - iii. Equity
 - Number of users; percentage of the city's population accessing service
 - User demographics
 - Vehicle distribution
 - Number of users accessing via non-smartphone/non-banked resources; as a percent of local users
 - iv. Engagement/education
 - Events attended – number, type of engagement, and number of individuals reached
 - Education/marketing campaigns – number, method of delivery, number of individuals reached
 - Coordination with local universities –ongoing dialogue between vendor and university POC; responsiveness to universities' request for assistance or service changes on campus
 - Number of group rides, location and number of attendees
 - Number of Contractor-sponsored events – type, location, and number of attendees
 - v. Operations and maintenance
 - Vehicle utilization
 - Average response time to vehicle failure and number of cases deemed resolved/unresolvable
 - Response time to complaints and number of cases deemed resolved/unresolvable
 - Responsiveness to City requests (communication; timeliness of response/implementation; number of requests approved/implemented) – e.g. geofencing, weather events, preferred parking



- Special event service plan – number of events supported, quality of execution, implementation of lessons learned
- Condition of vehicles – number in maintenance phase versus available for use
- vi. Community experience
 - Quarterly survey to gauge user and resident impression of service/collect feedback
 - Stakeholder satisfaction survey (universities, Downtown Norfolk Council, Elizabeth River Trail Foundation, etc.)
- b. A specific scorecard will be developed by the City and the Contractor by the time of program launch.
- c. Program performance will be evaluated annually. The Contractor's performance against the performance criteria during the pilot year will be discussed quarterly, with an annual evaluation at the end of the pilot program.

III. TERM/RENEWAL.

The term of this Agreement is one (1) year commencing on the date first entered above. The parties reserve the right to renew this Agreement for four additional consecutive one-year terms. All terms and conditions shall remain in force for the term and renewal of the Agreement unless modified by mutual agreement of the parties.

IV. TIME OF PERFORMANCE.

The Contractor will launch the scooter services in the City on July 1, 2019, unless otherwise directed by the City in writing. The launch shall be staggered to specific areas within the City as agreed by City and Contractor.

V. COMPANY PERSONNEL STANDARDS AND RESOURCE COMMITMENT.

Only qualified personnel shall supervise and perform services under this Agreement. If in the City's discretion any of the Contractor's personnel are not performing satisfactorily in the delivery of goods and/or services to be furnished hereunder, the Contractor shall, upon notice from the City, submit a resolution that is agreeable to the City.

The Contractor shall use all reasonable care, consistent with its rights to manage and control its operations, not to employ any persons or use any labor or have any equipment or permit any condition to exist which shall or may cause or be conducive to pose any liability to the general public as well as any activity to be construed as a nuisance. Contractor's failure to resolve any and all conflicts to the satisfaction of the City shall be considered a breach of contract, and subject to termination.

VI. COMPENSATION.

The Contractor shall pay the City an annual fee in the amount of Fifteen Thousand Dollars (\$15,000.00) at the beginning of the term. The Contractor will also pay to the City, on a quarterly schedule, the fee sharing amount of five cents (\$0.05) per trip.



VII. TECHNICAL REQUIREMENTS.

Equipment used for the services shall be as specified in Attachment H of Contractor's Proposal.

VIII. INDEMNIFICATION.

Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the City and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of this Agreement. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Agreement. If Contractor fails or refuses to fulfill its obligations contained in this section, Contractor must reimburse the City for any and all resulting payments and expenses, including reasonable attorneys' fees. Contractor must pay such expenses upon demand by the City.

IX. INSURANCE.

Contractor shall maintain during the term of this Agreement insurance as specified in the RFP, except that the Subcontractor's Insurance paragraph which is part of the insurance requirements in the contract terms and conditions stated in the RFP is hereby voided. Contractor will also maintain UMBRELLA COVERAGE INSURANCE with a limit of not less than Two Million Dollars (\$2,000,000.00).

X. FORCE MAJEURE.

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Agreement if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The City shall not be held responsible for failure to perform its duties and responsibilities imposed by this Agreement if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the City that make performance impossible or illegal, unless otherwise specified in the Contract.

XI. CITY OF NORFOLK BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 24 ("Licenses and Taxation") of the City of Norfolk Code, if applicable. For information on the provisions of that Chapter and its applicability to this Agreement, the Contractor must contact the City of Norfolk Business License Division, Office of the Commissioner of the Revenue, 810 Union Street, City Hall, First Floor, West Wing, Norfolk, Virginia 23510.

XII. INDEPENDENT CONTRACTOR.

The relationship between Contractor and the City is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. Contractor shall, at all times, maintain



its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Contractor shall be responsible for causing all required insurance, workers' compensation (regardless of number of employees) and unemployment insurance to be provided for all of its employees and subcontractors. Contractor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.

XIII. SUSPENSION OR TERMINATION OF AGREEMENT BY CITY.

In addition to the right to terminate expressed in the RFP, this Agreement shall automatically terminate if the Contractor's permit to operate in the City's right-of-way is revoked. Each party may also terminate this contract upon delivery of a thirty (30) days prior written notice to the other party. If the contract is terminated for any reason, the Contractor is responsible for removing all equipment, including any impounded scooters, from the City by the date of termination.

XIV. NOTICES.

All notices must be given in writing and shall be validly given if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, with a receipt; notices shall be deemed to be effective one day after sending if sent by overnight courier or three (3) days after sending if by certified mail, return receipt requested. Notices shall be addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

If to City: City of Norfolk
City Manager
1100 City Hall
810 Union Street
Norfolk, Virginia 23510

With copy to: City of Norfolk
City Attorney
900 City Hall
810 Union Street
Norfolk, Virginia 23510

If to Contractor: Sean Arroyo
Neutron Holdings, Inc dba LIME
85 2nd Street, First Floor
San Francisco, CA 94105

XV. NONWAIVER.

The Contractor's or the City's waiver or failure to enforce or require performance of any term or condition of this Agreement or the City's or Contractor's waiver of any particular breach of this Agreement extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Agreement or a waiver of any other breaches of the Agreement by and does not bar the party from requiring the other to comply with all the terms and conditions of the



Agreement and does not bar the party from asserting any and all rights and/or remedies it has or might have against the breaching party under this Agreement or by law.

XVI. COMPLIANCE WITH LAWS, REGULATIONS.

Contractor and the City agrees to and will comply with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to all applicable licensing requirements, environmental regulations, and OSHA regulations.

XVII. GOVERNING LAW AND VENUE.

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without application of Virginia's conflict of law provisions. Venue for any litigation, suits, and claims arising from or connected with this Agreement shall only be proper in the Norfolk City Circuit Court, or in the Norfolk General District Court if the amount in controversy is within the jurisdictional limit of such court, and all parties to this Agreement voluntarily submit themselves to the jurisdiction and venue of such courts, regardless of the actual location of such parties.

XVIII. SEVERABILITY.

If any provision of this Agreement, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected and all other terms and conditions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XIX. NONDISCRIMINATION.

During the performance of this Agreement, Contractor agrees that it will adhere to the non-discrimination requirements set forth in section 33.1-53 of the Code of the City of Norfolk, 1979, as amended.

XX. DRUG-FREE WORKPLACE.

A. During the performance of this Agreement, Contractor agrees to (i) provide a drug-free workplace for Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

B. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.



XXI. ETHICS IN PUBLIC CONTRACTING.

The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Va. Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this Agreement.

XXII. AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH.

Contractor shall comply with the provisions of Virginia Code § 2.2-4311.2, as amended, which provides that a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Agreement. The City may void the Agreement if the Contractor fails to remain in compliance with the provisions of this section.

XXIII. COMPLIANCE WITH FEDERAL IMMIGRATION LAW.

At all times during which any term of this Agreement is in effect, Contractor shall not knowingly employ any unauthorized alien. For purposes of this section, an “unauthorized alien” shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

XXIV. ASSIGNMENT.

Contractor may not assign or transfer this Agreement in whole or in part except with the prior written consent of the City, which consent shall not be unreasonably withheld.

XXV. SUCCESSORS AND ASSIGNS.

The terms, conditions, provisions, and undertakings of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

XXVI. HEADINGS.

The captions and headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of this Agreement.

XXVII. COUNTERPART COPIES.

This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.



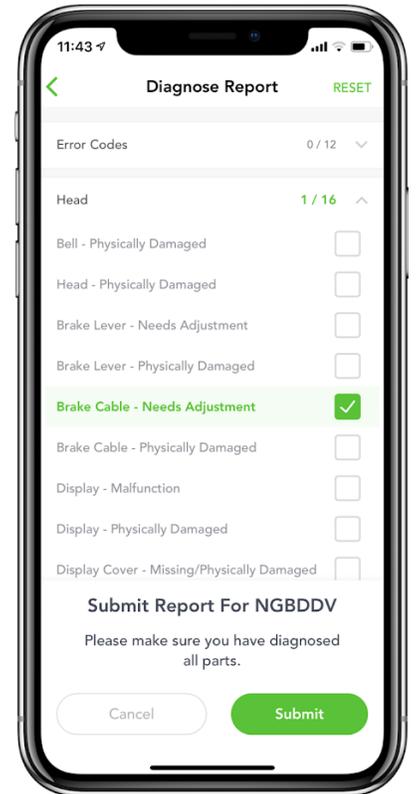
Appendix G | Maintenance, Quality Controls, Inspection & Repair

CONFIDENTIAL, PROPRIETARY, AND TRADE SECRET INFORMATION

Maintenance, Quality Controls, Inspection & Repair

Our Operations Specialists perform in-field safety inspections and sanitize each vehicle they touch. Regular and routine maintenance of our fleet allows our Operations Team to provide the most reliable and safe local service to community members. A Lime-trained and certified mechanic performs a **65-point inspection**-- including screws, brakes, handlebars, grips, battery damage or wear, lights, cleanliness, a test ride, and more--**at least every seven days** or earlier upon the following triggers:

- Self-Diagnostics:** Our E-Scooters are self-diagnosing, running health checks an industry-leading **1,000 times per second**, and automatically notify us upon any event that can signal faulty, damaged, or vandalized vehicles. Our E-Scooters can identify **more than 100 issues**, each with a specific error code that Operations Team members are trained to recognize. We are also automatically notified of issues such as idling for more than 24 hours, losing GPS signal, low battery, and two successive failed unlocks.
- Customer Service Reports:** Our Operations System notifies our local Operations Team automatically if an E-Scooter issue is reported through Customer Service so it can be disabled, retrieved, inspected, and repaired if needed.
- In-app Rider Reports:** Our app has additional automated features to enable immediate reporting, including a **Rapid Reporting** button on the home screen and a prompt at the end of each ride for the rider to rate their trip and report any issues. After two consecutive low rated trips or any damaged vehicle report, our backend Operations System puts the vehicle in “Maintenance Mode,” making it unrentable and dispatching an Operations Team member to collect the vehicle for inspection.



Maintenance & Repair Protocol

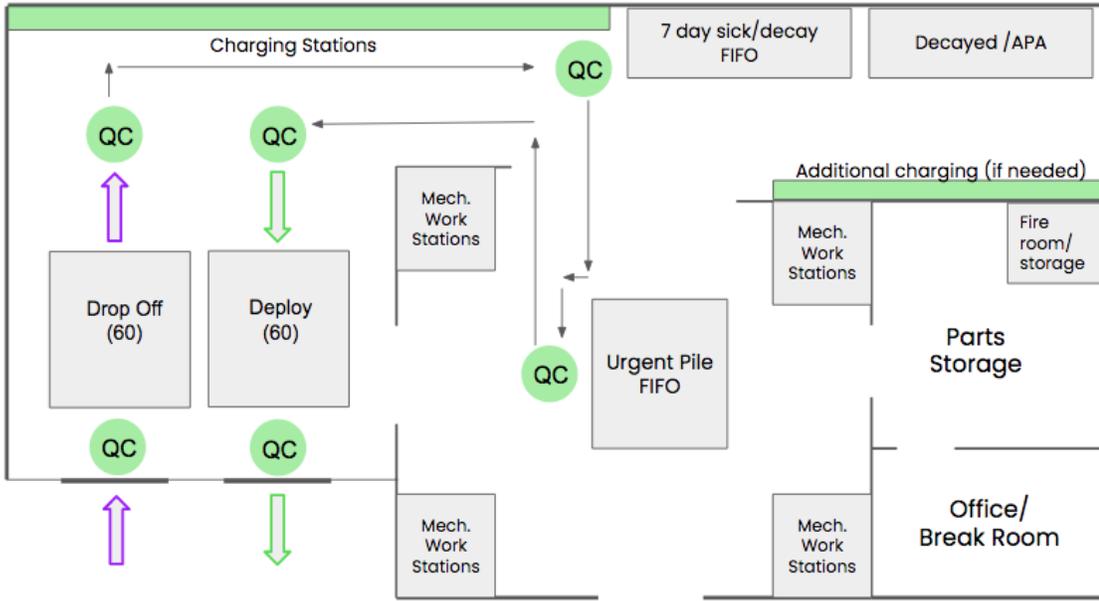
All e-scooters that are brought back to the warehouse go through a three-step maintenance protocol:

1. Entry diagnosis
2. Repair and reconditioning of used spare parts
3. Quality Control/Redeployment

Vehicle Arrival

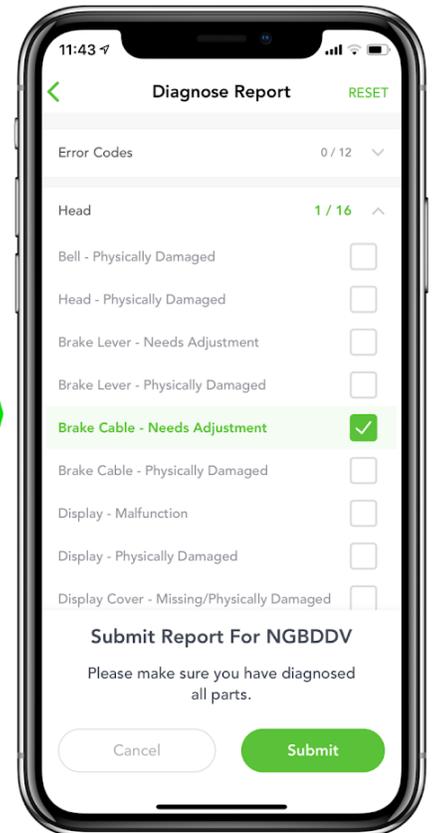
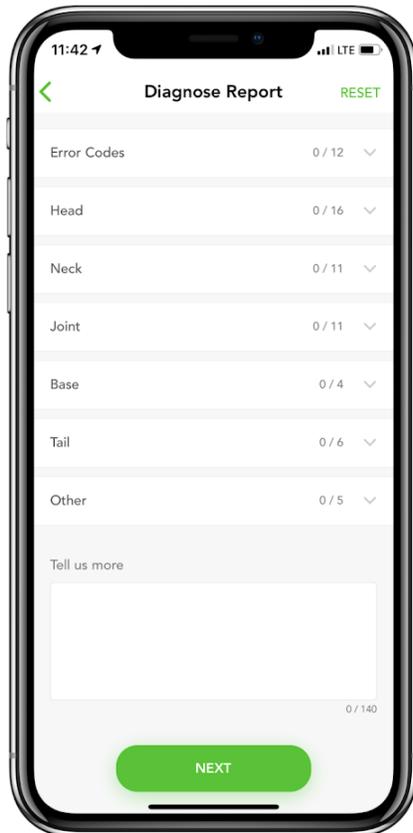
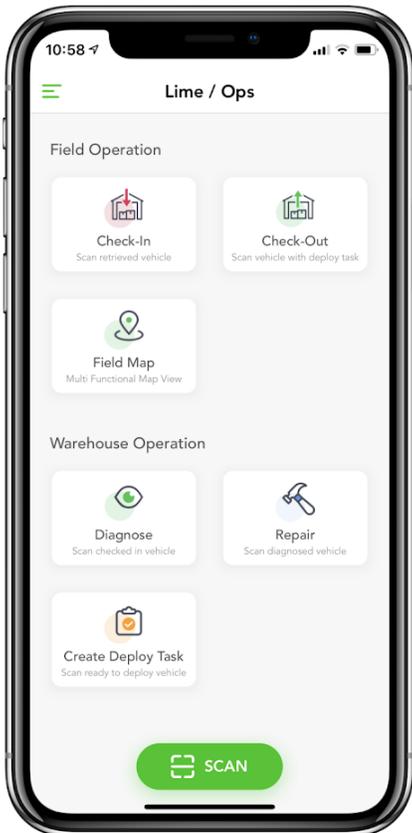
Upon retrieval, the Operations Specialists transport the vehicle back to the warehouse. They unload the vehicles and place them in the “triage zone” for our mechanics to address.





Warehouse flow

Step 1: After they are retrieved, vehicles are unloaded from our vans and placed in the “triage zone”. Our Mechanic shift lead does a full inspection of the vehicle prior to placing the vehicle in the “repair queue” using the diagnostic functions in the operations app. **Vehicles inspections include a full evaluation: screws, brakes, handlebars, grips, battery damage or wear, lights, cleanliness, test ride, and more.** The inspection is done in accordance with our Standard Operating Procedures (SOP) in the operations app.

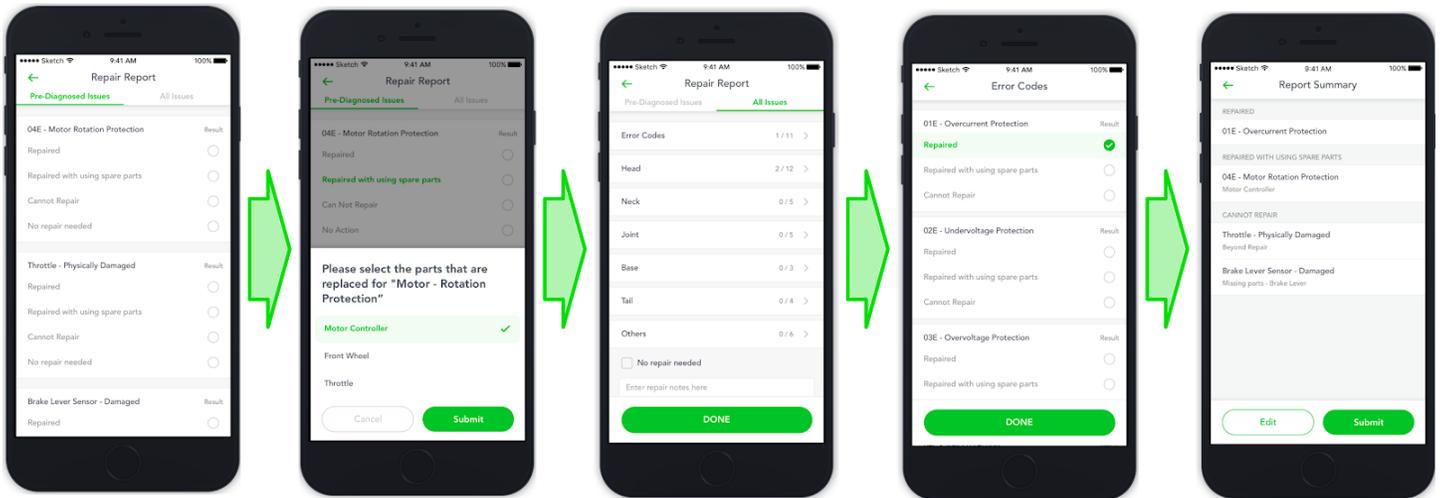


Initial diagnostic evaluation flow

Step 2: Each mechanic takes one vehicle at a time starting from the repair queue with the vehicle that has been in the queue the longest, also known as FIFO Method (first in, first out). By utilizing the FIFO method we are able to ensure that every vehicle is handled in a timely manner and no vehicle is overlooked. Once they move the vehicle back to their mechanic station they will complete another diagnostic on the vehicle.

Step 3: After diagnostics, our mechanics will proceed to repair the vehicle. Every mechanic station is equipped with the necessary tools and parts to complete every kind of repair on a vehicle. In addition, the shift lead audits the repairs and provides guidance to our mechanics if any is needed.

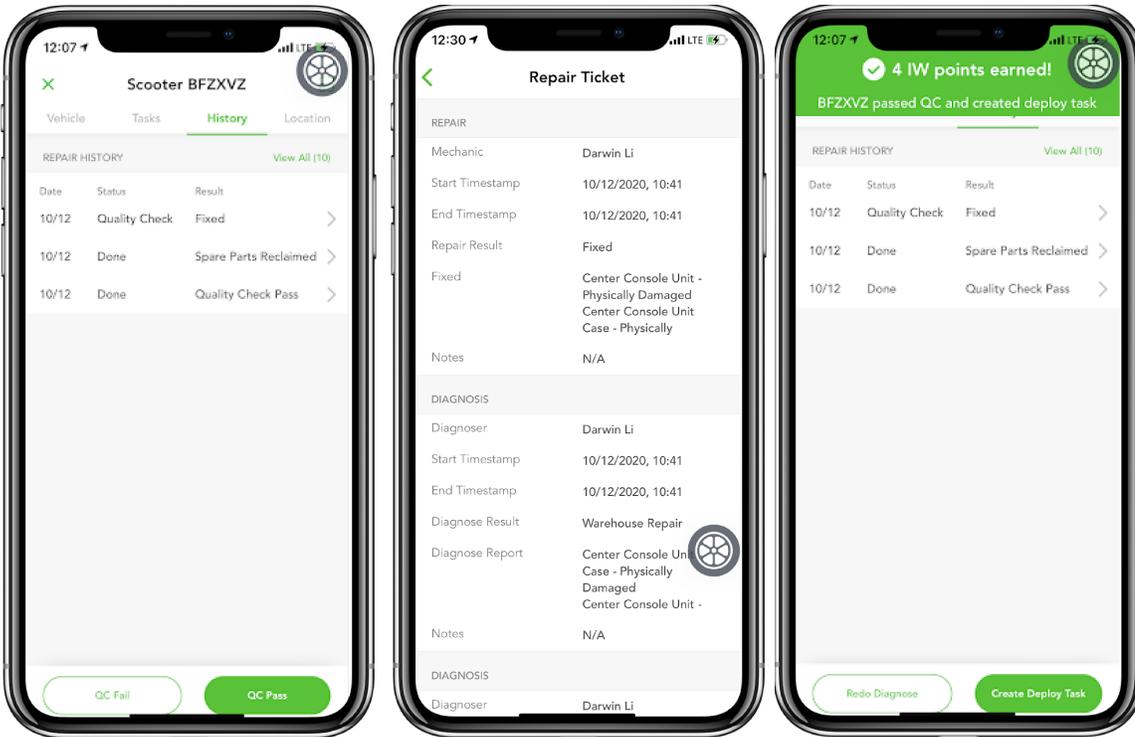
Step 4: After the vehicle has been repaired, the Shift Lead will do an mandatory additional quality control check to ensure that the repairs have been done correctly and that the vehicle meets our quality and safety standards before being moved to a charging station. Below is an example of our Quality Assurance checklist used to verify that repairs have been completed correctly.



Quality control diagnostic flow

Step 5: After charging, the Shift Lead inspects each vehicle prior to moving to the “deployment zone”. This provides an additional quality check for every vehicle that leaves the charging station.





Quality check report





Lime

Quality Assurance

Section	REPAIR/TRIAGE	CHARGE/DEPLOY
Dashboard:	<ul style="list-style-type: none"> <input type="checkbox"/> Cracked Cover/Screen/Missing Cover. <input type="checkbox"/> No information displayed. <input type="checkbox"/> Error Codes other than 2E , inconsistent error history 	<ul style="list-style-type: none"> <input type="checkbox"/> Functional. <input type="checkbox"/> Clear display & cover secure. <input type="checkbox"/> No Error Codes
Lock:	<ul style="list-style-type: none"> <input type="checkbox"/> Scooter Fails to Unlock. 	<ul style="list-style-type: none"> <input type="checkbox"/> Scooter Locks, Unlocks & Online.
Brakes:	<ul style="list-style-type: none"> <input type="checkbox"/> Lever is touching handle-grip when pulled - Tighten. <input type="checkbox"/> Brake wire exposed/cut/split. <input type="checkbox"/> Scooter doesn't stop when brake is applied. <input type="checkbox"/> Brake Lever wobble 	<ul style="list-style-type: none"> <input type="checkbox"/> Brake is applied when lever is parallel to the handgrip. (two finger gap) <input type="checkbox"/> Brake lever is easy to squeeze. <input type="checkbox"/> Lever has minimal wobble.
Throttle:	<ul style="list-style-type: none"> <input type="checkbox"/> Throttle sticks (doesn't return to neutral position). <input type="checkbox"/> Throttle is cracked or loose. 	<ul style="list-style-type: none"> <input type="checkbox"/> Throttle returns back to neutral after pressing. <input type="checkbox"/> Throttle has smooth operation throughout.
Misc Cable:	<ul style="list-style-type: none"> <input type="checkbox"/> Headlight not working or intermittent 	<ul style="list-style-type: none"> <input type="checkbox"/> Headlight on
Upright Stem:	<ul style="list-style-type: none"> <input type="checkbox"/> Movement between stem and base (Loose Collar). 	<ul style="list-style-type: none"> <input type="checkbox"/> Stem is securely attached to base. <input type="checkbox"/> Steering is easy and smooth without resistance & excessive noise.
CCU:	<ul style="list-style-type: none"> <input type="checkbox"/> Severely cracked. <input type="checkbox"/> Speaker dysfunctional. 	<ul style="list-style-type: none"> <input type="checkbox"/> Sounds when rung or unlocked, without major visible damage.
Fork Assembly:	<ul style="list-style-type: none"> <input type="checkbox"/> Plastic guards cracked or broken. <input type="checkbox"/> Wheel facing incorrect direction, bent or wheel loose up/down, bushing movement more than 10mm 	<ul style="list-style-type: none"> <input type="checkbox"/> Guards intact. <input type="checkbox"/> Wheel straight when handlebars straight. <input type="checkbox"/> Wheel has no vertical loose movement (spring loose)
Kickstand:	<ul style="list-style-type: none"> <input type="checkbox"/> Loose or Missing <input type="checkbox"/> Scooter unstable when placed on kickstand. 	<ul style="list-style-type: none"> <input type="checkbox"/> Operational and Tight. <input type="checkbox"/> Scooter stands stable upright on the kickstand.
Kickboard:	<ul style="list-style-type: none"> <input type="checkbox"/> Vandalised. <input type="checkbox"/> Bent/broken/cracks (check behind fork for hairline crack) 	<ul style="list-style-type: none"> <input type="checkbox"/> Clean of graffiti. <input type="checkbox"/> Grip-Tape has comfortable grip. <input type="checkbox"/> Battery Protector Screws Complete
Wheels:	<ul style="list-style-type: none"> <input type="checkbox"/> Tyres worn making ride uncomfortably bumpy. 	<ul style="list-style-type: none"> <input type="checkbox"/> Scooter comfortable to ride.
Tail:	<ul style="list-style-type: none"> <input type="checkbox"/> Tail light does not light up (or only lights up under pressure). <input type="checkbox"/> Motor non-functional/makes excessive noise. 	<ul style="list-style-type: none"> <input type="checkbox"/> Light intensifies when lever pressed. <input type="checkbox"/> Light is constant without flicker. <input type="checkbox"/> Rear Brake efficient
Loose Screws:	<ul style="list-style-type: none"> <input type="checkbox"/> Scooter Missing Screws. <input type="checkbox"/> Screws in Head Unit loose. 	<ul style="list-style-type: none"> <input type="checkbox"/> Scooter has all screws tight and secure.

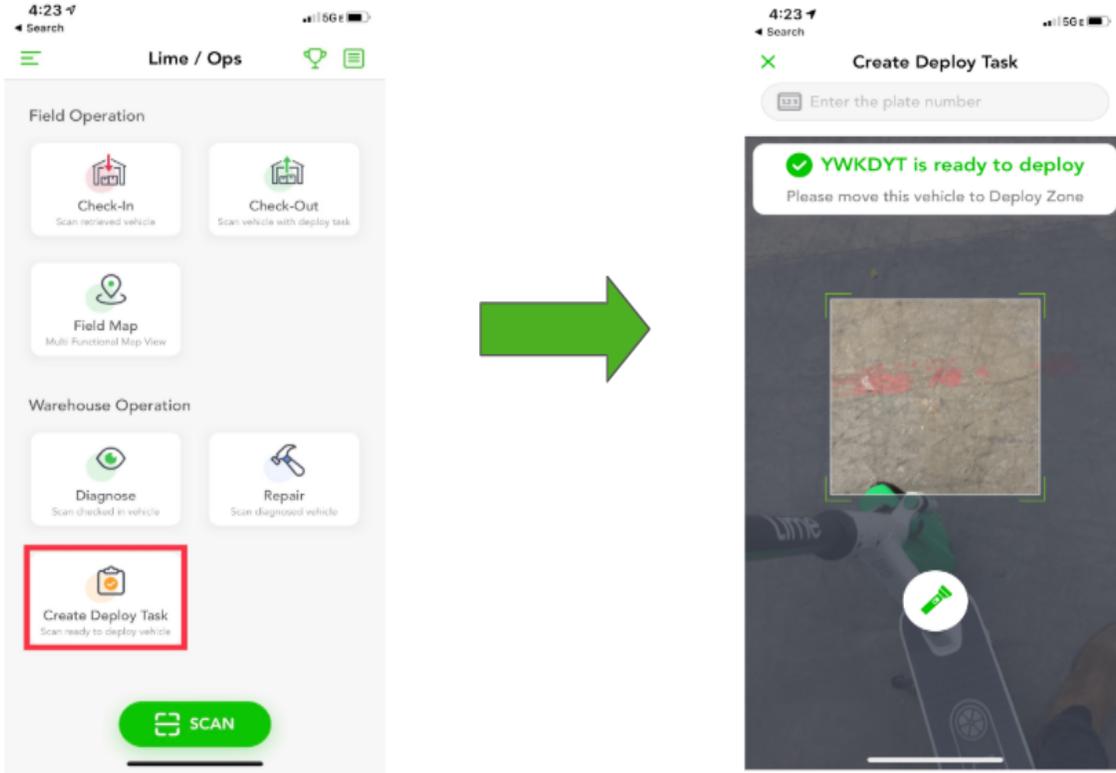
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Quality inspection checklist



Deploying Vehicles

The Operations Specialist then checks out the e-scooters stationed in the deployment zone. Before loading into a van, the Operations Specialist will perform a sixth and final quality check prior to deployment. After the final check, the vehicles are redeployed into the fleet.



Final QA check & deployment flow



Vehicle Inspection SOP

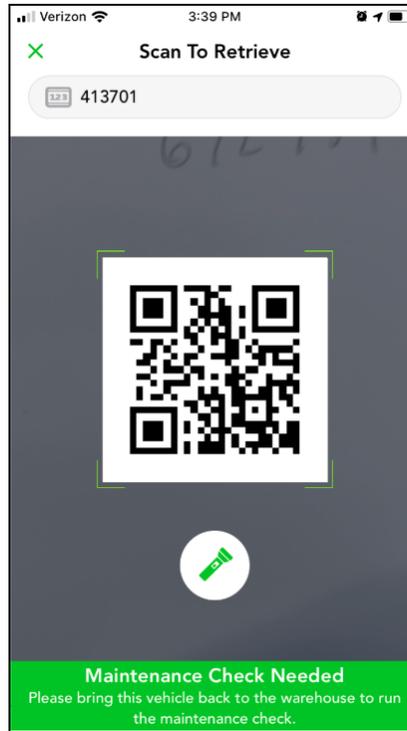
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This document is a guide book to the process for Preventative Maintenance Inspections for Operations Specialists, Diagnosticians, and Mechanics. It is meant to serve as an overview, please consult your Manager or Shift Lead for full training on these procedures.

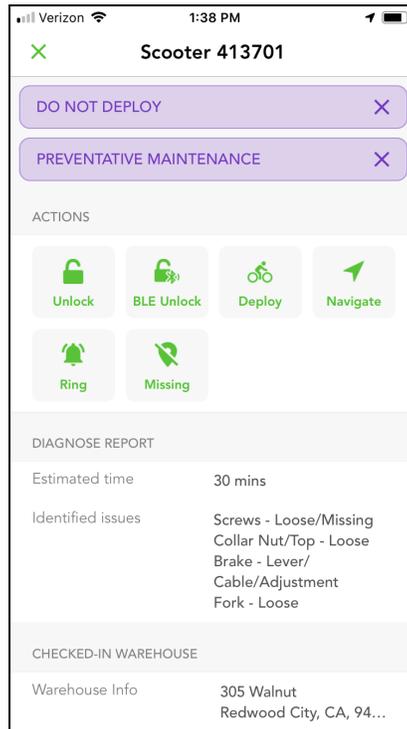
OPERATIONS SPECIALISTS	
Description	Figures and flow
<p>1. Vehicles in need of Inspection will appear on the Retrieval Map.</p>	
<p>2. Continue to retrieve based on priority (i.e., purples first)</p>	



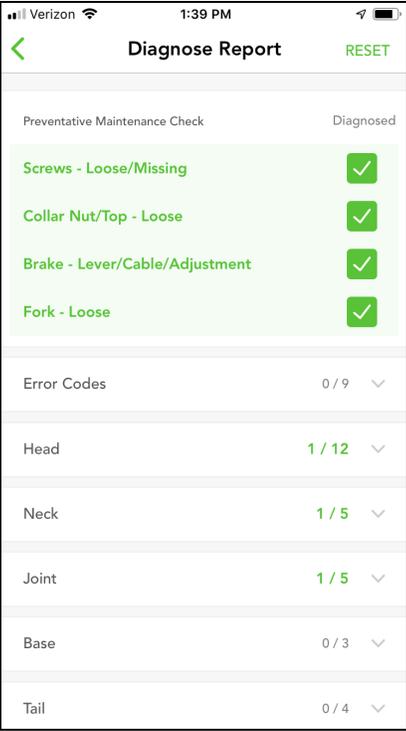
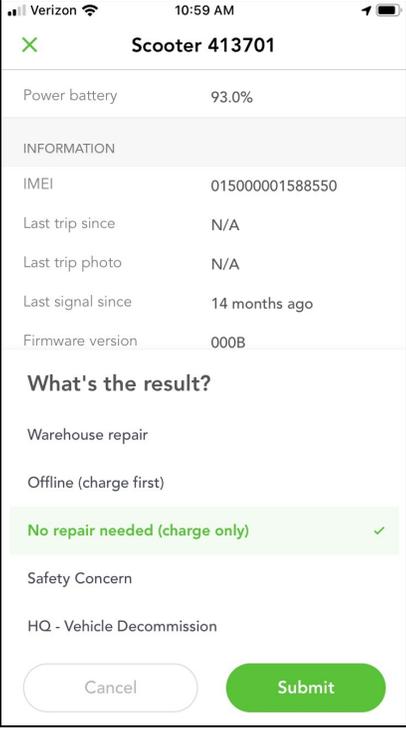
3. When using the retrieval map, after the vehicle is scanned a preventative maintenance note will appear on the bottom.
4. Bring all PM vehicles back to the warehouse.



5. Ops can scan any vehicle to determine if it has a PM task on it. If the scooter has a PM task, a purple banner will show up.

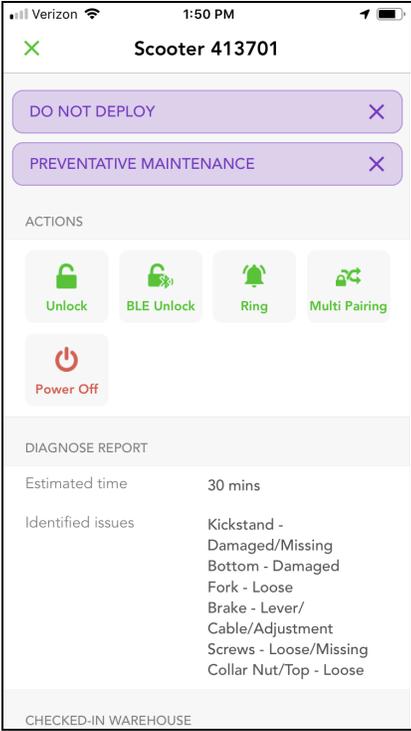
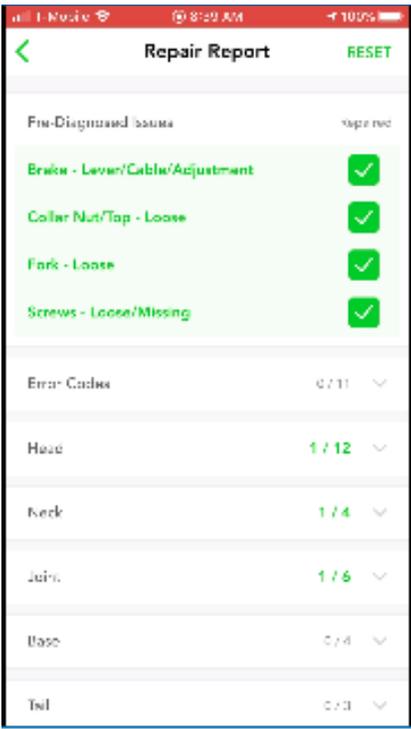


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DIAGNOSER	
Description	Figures and flow
<p>1. When a diagnoser scans a PM scooter four items will be pre-selected in the diagnose report</p> <ol style="list-style-type: none"> a. Screws - loose/missing b. Collar nut/top- loose c. Brake - lever/cable/adjustment d. fork - loose <p>2. Inspect the vehicle like any other scooter for marking other damages/repairs needed. (A full list of inspection points is available at the bottom of this document)</p> <p>3. If the vehicle does not need one of the 4 pre-selected items, please un-select it.</p>	
<p>4. If the vehicle is in full working order, a diagnose ticket that results in 'no repair needed (charge only)' will clear the PM task and the vehicle is ready to charge and redeploy.</p>	



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MECHANIC	
Description	Figures and flow
<ol style="list-style-type: none"> 1. Scan the vehicle 2. Purple PM banner will appear 3. Select Warehouse Repair 4. Follow the diagnose report and repair flow per usual. 	 <p>The screenshot shows the 'Scooter 413701' interface. At the top, there are two purple banners: 'DO NOT DEPLOY' and 'PREVENTATIVE MAINTENANCE'. Below these are 'ACTIONS' including 'Unlock', 'BLE Unlock', 'Ring', 'Multi Pairing', and 'Power Off'. The 'DIAGNOSE REPORT' section shows an estimated time of 30 mins and a list of identified issues: Kickstand - Damaged/Missing, Bottom - Damaged, Fork - Loose, Brake - Lever/Cable/Adjustment, Screws - Loose/Missing, and Collar Nut/Top - Loose. At the bottom, it says 'CHECKED-IN WAREHOUSE'.</p>
<ol style="list-style-type: none"> 5. Like a typical repair flow, select the issues that the mechanic fixed. Once completed, the vehicle is ready for charging and redeploy. 	 <p>The screenshot shows the 'Repair Report' interface. It has a 'RESET' button in the top right. Under 'Fix-Diagnosed Issues', there is a list of issues with green checkmarks: 'Brake - Lever/Cable/Adjustment', 'Collar Nut/Top - Loose', 'Fork - Loose', and 'Screws - Loose/Missing'. Below this is a section for 'Error Codes' and a list of body parts with their respective counts: Head (1 / 12), Neck (1 / 4), Joint (1 / 6), Base (0 / 4), and Tail (0 / 3).</p>



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List of Inspection Points

Error Codes

- Overcurrent Protection
- Undervoltage Protection
- Overvoltage Protection
- Motor Rotation Protection
- Lower Drive System
- Upper Drive System Failure
- Motor Failure
- Left Brake Lever Failure
- Throttle Failure
- ECU/Display Communication Failure
- Motor Phase Cable Short Failure
- Electrical Communication

Head

- Bell - Physically Damaged
- Head - Physically Damaged
- Brake Lever - Needs Adjustment
- Brake Lever - Physically Damaged
- Brake Cable - Needs Adjustment
- Brake Cable - Physically Damaged
- Display - Malfunction
- Display - Physically Damaged
- Display Cover - Missing/Physically Damaged
- Handlebar Grips - Missing/Physically Damaged
- Handlebar - Physically Damaged
- Headlight - Malfunction
- Headlight - Physically Damaged
- Throttle - Physically Damaged
- ECU - Physically Damaged
- QR Code - Not Readable

Neck

- Battery - Missing
- Battery - Malfunction
- Center Console Unit - Malfunction
- Center Console Unit - Physically Damaged
- CCU Mounting Bracket - Missing/Physically Damaged
- CCU Unit Case - Physically Damaged

- Charging Port - Missing/Physically Damaged
- Charging Port Cover - Missing/Physically Damaged
- Main Tube - Broken
- Collar Nut - Loose
- Collar Nut - Physically Damaged

Joint

- Fork Side Panel - Missing/Physically Damaged
- Fork Reflective Sticker - Needs Replacement
- Fork - Loose
- Fork - Bent
- Fork - Physically Damaged
- Fork Washer and Bearing - Physically Damaged
- Fork Spring - Physically Damaged
- Octagon Fork Spacer - Missing/Physically Damaged
- Front Fender - Physically Damaged
- Front Wheel - Loose
- Front Wheel - Physically Damaged

Base

- Deck - Needs Replacement
- Grip Tape - Needs Replacement
- Kickstand - Loose
- Kickstand - Missing/Physically Damaged

Tail

- Rear Fender - Physically Damaged
- Rear Light - Malfunction
- Rear Light - Physically Damaged
- Drum Brake - Physically Damaged
- Rear Wheel - Loose
- Rear Wheel - Physically Damaged

Other

- Other
- Vehicle Cleaning
- Extreme Physical Damage
- Screws- Missing/Physically Damaged
- Sticker - Needs Replacement

Operational Processes and Schedules

Lime has designed a set of operating guidelines, methodologies, and schedules laying out the required steps, working processes, and documentation to execute our day-to-day maintenance and repair tasks.

Task	Schedule	Documentation
Deployment		



Quality Check	Ongoing Measurement	Deployment activities are recorded in Lime’s Operations database; monthly deployment records
Maintenance		
Routine inspection (65-point evaluation)	At least once every seven days	Maintenance activities are recorded in Lime’s Operations database; monthly maintenance records
Accurate and up-to-date inventory	Ongoing Measurement	Vehicle count available at any time via Insights Dashboard; Vehicle and parts inventory recorded in our Operations database
Quality Checks	Ongoing Measurement	Maintenance activities are recorded in our Operations database; monthly maintenance records, quality check reports
Cleaning		
Cleaning and disinfection	Daily and upon return to warehouse	Completed tasks by Operations Specialists are recorded in our Lime admin database
Deep cleaning including removal of graffiti, etc.	As needed and upon return to warehouse	Maintenance activities are recorded in our Operations database; monthly maintenance records
Charging		
Deployment of vehicles +90% charged	Ongoing Measurement	Level of vehicle charge available to City via Insights Dashboard; vehicle records stored in our Operations database
Retrieval of vehicles -15% charged	As needed	Operations Team and deployment tasks and confirmation photos stored in Lime’s Operations database
Repair		
Preventative maintenance	Every 7 days	Maintenance activities are recorded in our Operations database; monthly maintenance records
Reactive maintenance, including customer and community reports	As needed	Maintenance activities are recorded in our Operations database; monthly maintenance records; Customer Service records
Quality Checks	Ongoing Measurement	Maintenance activities are recorded in our Operations database, monthly maintenance records, quality check reports



Appendix H | PCI Audit

CONFIDENTIAL, PROPRIETARY, AND TRADE SECRET INFORMATION



Payment Card Industry (PCI) Data Security Standard

Attestation of Compliance for Onsite Assessments – Merchants

Version 3.2.1

June 2018





Section 1: Assessment Information

Instructions for Submission

This Attestation of Compliance must be completed as a declaration of the results of the merchant's assessment with the *Payment Card Industry Data Security Standard Requirements and Security Assessment Procedures (PCI DSS)*. Complete all sections: The merchant is responsible for ensuring that each section is completed by the relevant parties, as applicable. Contact your acquirer (merchant bank) or the payment brands for reporting and submission procedures.

Part 1. Merchant and Qualified Security Assessor Information					
Part 1a. Merchant Organization Information					
Company Name:	Neutron Holdings Inc.	DBA (doing business as):	Lime		
Contact Name:	Xiuming Chen	Title:	Engineering Manager		
Telephone:	+1 (888) 546-3345	E-mail:	xiuming@li.me		
Business Address:	85 Second Street, 1st Floor	City:	San Francisco		
State/Province:	CA	Country:	USA	Zip:	94105
URL:	https://li.me				
Part 1b. Qualified Security Assessor Company Information (if applicable)					
Company Name:	Securisea, Inc.				
Lead QSA Contact Name:	Josh Daymont	Title:	Principal		
Telephone:	+1 (877) 563-4230x401	E-mail:	joshd@securisea.com		
Business Address:	Suite 1100 – 201 Spear St	City:	San Francisco		
State/Province:	CA	Country:	USA	Zip:	94105
URL:	https://securisea.com/				
Part 2. Executive Summary					
Part 2a. Type of Merchant Business (check all that apply)					
<input type="checkbox"/> Retailer		<input type="checkbox"/> Telecommunication		<input type="checkbox"/> Grocery and Supermarkets	
<input type="checkbox"/> Petroleum		<input checked="" type="checkbox"/> E-Commerce		<input type="checkbox"/> Mail order/telephone order (MOTO)	
<input type="checkbox"/> Others (please specify):					
What types of payment channels does your business serve?			Which payment channels are covered by this assessment?		
<input type="checkbox"/> Mail order/telephone order (MOTO)			<input type="checkbox"/> Mail order/telephone order (MOTO)		
<input checked="" type="checkbox"/> E-Commerce			<input checked="" type="checkbox"/> E-Commerce		
<input type="checkbox"/> Card-present (face-to-face)			<input type="checkbox"/> Card-present (face-to-face)		
Note: If your organization has a payment channel or process that is not covered by this assessment, consult your acquirer or payment brand about validation for the other channels.					





Part 2b. Description of Payment Card Business

How and in what capacity does your business store, process and/or transmit cardholder data?

Lime does not directly store, process, or transmit payment card data but instead deploys a mobile application to consumer smartphones which utilizes PCI Level 1 Validated 3rd party tokenization services for payment processing in a manner eligible for SAQ A.

Part 2c. Locations

List types of facilities (for example, retail outlets, corporate offices, data centers, call centers, etc.) and a summary of locations included in the PCI DSS review.

Type of facility	Number of facilities of this type	Location(s) of facility (city, country)
<i>Example: Retail outlets</i>	3	<i>Boston, MA, USA</i>
Corporate offices	1	San Francisco, CA

Part 2d. Payment Application

Does the organization use one or more Payment Applications? Yes No

Provide the following information regarding the Payment Applications your organization uses:

Payment Application Name	Version Number	Application Vendor	Is application PA-DSS Listed?	PA-DSS Listing Expiry date (if applicable)
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	

Part 2e. Description of Environment

Provide a **high-level** description of the environment covered by this assessment.

For example:

- Connections into and out of the cardholder data environment (CDE).

The CDE for Lime is the people and processes utilized to build and securely deploy the mobile payment application to consumer smartphones





<ul style="list-style-type: none"> • <i>Critical system components within the CDE, such as POS devices, databases, web servers, etc., and any other necessary payment components, as applicable.</i> 		
Does your business use network segmentation to affect the scope of your PCI DSS environment? (Refer to "Network Segmentation" section of PCI DSS for guidance on network segmentation)		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Part 2f. Third-Party Service Providers		
Does your company use a Qualified Integrator & Reseller (QIR)?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:		
Name of QIR Company:		
QIR Individual Name:		
Description of services provided by QIR:		
Does your company share cardholder data with any third-party service providers (for example, Qualified Integrator & Resellers (QIR), gateways, payment processors, payment service providers (PSP), web-hosting companies, airline booking agents, loyalty program agents, etc.)?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes:		
Name of service provider:	Description of services provided:	
Stripe, Inc.	Payment processing	
Braintree/Paypal	Payment processing	
Note: Requirement 12.8 applies to all entities in this list.		





Section 2: Report on Compliance

This Attestation of Compliance reflects the results of an onsite assessment, which is documented in an accompanying Report on Compliance (ROC).

The assessment documented in this attestation and in the ROC was completed on:	March 6th 2020
Have compensating controls been used to meet any requirement in the ROC?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Were any requirements in the ROC identified as being not applicable (N/A)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Were any requirements not tested?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Were any requirements in the ROC unable to be met due to a legal constraint?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No





Section 3: Validation and Attestation Details

Part 3. PCI DSS Validation

This AOC is based on results noted in the ROC dated March 6th 2020.

Based on the results documented in the ROC noted above, the signatories identified in Parts 3b-3d, as applicable, assert(s) the following compliance status for the entity identified in Part 2 of this document (**check one**):

<input checked="" type="checkbox"/>	Compliant: All sections of the PCI DSS ROC are complete, all questions answered affirmatively, resulting in an overall COMPLIANT rating; thereby Lime has demonstrated full compliance with the PCI DSS.						
<input type="checkbox"/>	<p>Non-Compliant: Not all sections of the PCI DSS ROC are complete, or not all questions are answered affirmatively, resulting in an overall NON-COMPLIANT rating, thereby (<i>Merchant Company Name</i>) has not demonstrated full compliance with the PCI DSS.</p> <p>Target Date for Compliance:</p> <p>An entity submitting this form with a status of Non-Compliant may be required to complete the Action Plan in Part 4 of this document. <i>Check with your acquirer or the payment brand(s) before completing Part 4.</i></p>						
<input type="checkbox"/>	<p>Compliant but with Legal exception: One or more requirements are marked "Not in Place" due to a legal restriction that prevents the requirement from being met. This option requires additional review from acquirer or payment brand.</p> <p><i>If checked, complete the following:</i></p> <table border="1" data-bbox="235 1102 1182 1239"> <thead> <tr> <th>Affected Requirement</th> <th>Details of how legal constraint prevents requirement being met</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Affected Requirement	Details of how legal constraint prevents requirement being met				
Affected Requirement	Details of how legal constraint prevents requirement being met						

Part 3a. Acknowledgement of Status

Signatory(s) confirms:

(Check all that apply)

<input checked="" type="checkbox"/>	The ROC was completed according to the <i>PCI DSS Requirements and Security Assessment Procedures</i> , Version 3.2.1, and was completed according to the instructions therein.
<input checked="" type="checkbox"/>	All information within the above-referenced ROC and in this attestation fairly represents the results of my assessment in all material respects.
<input type="checkbox"/>	I have confirmed with my payment application vendor that my payment system does not store sensitive authentication data after authorization.
<input checked="" type="checkbox"/>	I have read the PCI DSS and I recognize that I must maintain PCI DSS compliance, as applicable to my environment, at all times.
<input checked="" type="checkbox"/>	If my environment changes, I recognize I must reassess my environment and implement any additional PCI DSS requirements that apply.





Part 3a. Acknowledgement of Status (continued)

- No evidence of full track data¹, CAV2, CVC2, CID, or CVV2 data², or PIN data³ storage after transaction authorization was found on ANY system reviewed during this assessment.
- ASV scans are being completed by the PCI SSC Approved Scanning Vendor

Part 3b. Merchant Attestation

<i>Signature of Merchant Executive Officer</i> ↑	<i>Date:</i>
<i>Merchant Executive Officer Name:</i>	<i>Title:</i>

Part 3c. Qualified Security Assessor (QSA) Acknowledgement (if applicable)

If a QSA was involved or assisted with this assessment, describe the role performed:	Full PCI-DSS Assessment and preparation of Report on Compliance
--	---

<i>Signature of Duly Authorized Officer of QSA Company</i> ↑	<i>Date:</i>
<i>Duly Authorized Officer Name:</i> Joshua Daymont	<i>QSA Company:</i> Securisea, Inc.

Part 3d. Internal Security Assessor (ISA) Involvement (if applicable)

If an ISA(s) was involved or assisted with this assessment, identify the ISA personnel and describe the role performed:	
---	--

¹ Data encoded in the magnetic stripe or equivalent data on a chip used for authorization during a card-present transaction. Entities may not retain full track data after transaction authorization. The only elements of track data that may be retained are primary account number (PAN), expiration date, and cardholder name.

² The three- or four-digit value printed by the signature panel or on the face of a payment card used to verify card-not-present transactions.

³ Personal identification number entered by cardholder during a card-present transaction, and/or encrypted PIN block present within the transaction message.





Part 4. Action Plan for Non-Compliant Requirements

Select the appropriate response for "Compliant to PCI DSS Requirements" for each requirement. If you answer "No" to any of the requirements, you may be required to provide the date your Company expects to be compliant with the requirement and a brief description of the actions being taken to meet the requirement.

Check with your acquirer or the payment brand(s) before completing Part 4.

PCI DSS Requirement	Description of Requirement	Compliant to PCI DSS Requirements (Select One)		Remediation Date and Actions (If "NO" selected for any Requirement)
		YES	NO	
1	Install and maintain a firewall configuration to protect cardholder data	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2	Do not use vendor-supplied defaults for system passwords and other security parameters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3	Protect stored cardholder data	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4	Encrypt transmission of cardholder data across open, public networks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5	Protect all systems against malware and regularly update anti-virus software or programs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6	Develop and maintain secure systems and applications	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7	Restrict access to cardholder data by business need to know	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8	Identify and authenticate access to system components	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9	Restrict physical access to cardholder data	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10	Track and monitor all access to network resources and cardholder data	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11	Regularly test security systems and processes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12	Maintain a policy that addresses information security for all personnel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Appendix A2	Additional PCI DSS Requirements for Entities using SSL/early TLS for Card-Present POS POI Terminal Connections	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

