

ADDENDUM TO THE GRAND RAPIDS AUTONOMOUS VEHICLE
MASTER SERVICES AGREEMENT

This ADDENDUM to the Grand Rapids Autonomous Vehicle Master Services Agreement (“Addendum”), effective as of April ____, 2022 (“Effective Date”), is entered into between the following parties: **City of Grand Rapids** (“City”), a Minnesota municipal corporation with an address at 420 N. Pokegama Avenue, Grand Rapids, MN 55744 and **May Mobility, Inc.** (“MMI”), a Delaware corporation with its principal office located at 650 Avis Drive, Suite 100, Ann Arbor, MI 48108 (each, a “Party,” and collectively, the “Parties”).

City and MMI are Parties to the Grand Rapids Autonomous Vehicle Master Services Agreement effective December 20, 2021 (“Master Services Agreement” or “MSA”), a copy of which is attached as **Exhibit 1**.

Pursuant to the terms and conditions of the Master Services Agreement, the Parties now wish to add and incorporate this Addendum into the MSA and further agree to the following revisions to the MSA wherein the Parties have agreed to move \$78,550 worth of funds and add Task 1 requirements from the Minnesota Department of Transportation Professional and Technical Services Contract to the MSA via this Addendum.

The Parties therefore agree as follows:

2. Specifically, this Addendum now covers Task 1: Community Derived route stops and service hours “Community Listening”, as well as the Task 5: Shuttle Testing and Operations from the CAV Challenge and related MnDOT proposal, as seen in **Exhibit 2**.¹

Article 1. Scope and Duration. This Project shall involve and include pre-deployment work to prepare the service vehicles for autonomous deployment of a single route deployment from April 4, 2022 through February 29, 2024 (dates subject to modification based upon agreement of the Parties and progression of the Project), and during which time MMI will provide community engagement related to defining the route and stops, as well as transportation along the agreed-upon route and service.

Article 3. Project Costs. The total cost for this 18-month single route deployment comprising the Project is \$1,295,000 (the “Project Cost”), representing \$1,178,450 in cash contributions and \$114,000 in-kind contributions. The Project Cost includes, but is not limited to, the following:

- service along the proposed service areas (as described below) that satisfies the agreed-upon service level;
- installation and maintenance of related infrastructure, if required;
- wheelchair accessibility with all shuttles;
- all necessary insurance, satisfaction of regulatory requirements, and service plans acceptable to Parties at their discretion;

¹ To be clear, Recital No. 2 of the Addendum is intended to replace Recital No. 2 of the Master Services Agreement. Recital Nos. 1, 3, 4, 5, and 6 from the Master Services Agreement remain unchanged. The entirety of this Addendum follows the same parameters.

- hiring, training, and management of the local operations team(s) and Autonomous Vehicle Operators;
- maintenance and updates to vehicles;
- analytics on rider usage;
- all necessary permits, licenses, consents, and approvals from state / local authorities;
- data to be collected and shared as described and agreed upon by the Parties; and
- Community engagement to finalize the route & stops.

3.1 Project Cost Breakdown. The below Project Cost breakdown sets forth the cost of launch and operation to be paid by the City. Payment of the Project Cost is required for MMI to complete the Project.

Requirements	Cost to May Mobility
Community Engagement for Route and Service Hours · Focus group meetings with local community members · Finalize service area stops and service hours	\$40,000
Monthly Shuttle Service <ul style="list-style-type: none"> · Service area mapping and testing · Hardware and software production · Training and management of Autonomous Vehicle Operators · Maintenance and updates of vehicle · Local operations team · On-going reporting and analytics 	Apprx. \$63,247.22 / month * 18 months = \$1,138,450
Infrastructure <ul style="list-style-type: none"> · Reimbursement for 50% of office space · Reimbursement for 50% garage space 	\$1,000 / month * 24 months = \$24,000 (in-kind)
Charging <ul style="list-style-type: none"> · In-kind KWH charging 	\$5,000 / month * 18 months = \$90,000 (in-kind)
Total Operating Cost	\$1,295,450.00

Article 21. Severability. The invalidity, illegality, or unenforceability of any provision of this Addendum or the occurrence of any event rendering any portion or provision of this Addendum void shall in no way affect the validity or enforceability of any other portion or provision of this Addendum. Any void provision shall be deemed severed from this Addendum, and the balance of this Addendum shall be construed and enforced as if it did not contain the particular portion or

provision held to be void. The Parties agree to renegotiate such provision(s) in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Addendum, (ii) the balance of the Addendum shall be interpreted as if such provision were so excluded, and (iii) the balance of the Addendum shall be enforceable in accordance with its terms.

Article 22. Counterparts. This Addendum may be executed in duplicate, each of which shall be deemed an original, and when taken together shall constitute one instrument.

Article 23. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted or breached this Addendum, for any failure or delay in fulfilling or performing any term of this Addendum when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's reasonable control, including, without limitation, the following force majeure events: natural disaster, fire, flood, general strike, war, armed conflict, terrorist attack or nuclear or chemical contamination, pandemic, epidemic, or public health crisis. This paragraph shall explicitly apply to the Parties obligations pursuant to this Addendum and any applicable restrictions placed on the Project due to COVID-19 associated restrictions.

Article 24. Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Addendum will be effective unless it is in writing and signed by the Party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

Article 27. Inconsistency. If there is a conflict between this Addendum and the Master Services Agreement, the terms of this Addendum will govern.

Article 28. MSA Continuance. Except as expressly modified, amended, and/or supplemented by this Addendum, all other terms and conditions in the Master Services Agreement remain in full effect and continue to bind the Parties.

Article 29. Amendments. No further amendments to this Addendum will be effective unless it is in writing and signed by the Parties or their authorized representatives.

Article 30. Counterparts; Electronic Signatures.

30.1 Counterparts. The Parties may execute this Addendum in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.

30.2 Electronic Signatures. This Addendum, agreements ancillary to this Addendum, and related documents entered into in connection with this Addendum are signed when a Party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

Article 31. Entire Agreement. This Addendum, together with the Master Services Agreement, constitutes the final agreement of the Parties. It is the complete and exclusive expression of the Parties' agreement with respect to its subject matter. All prior and contemporaneous communications, negotiations, and agreements between the Parties relating to the subject matter of this Addendum are expressly merged into and superseded by this Addendum. The provisions of this

Addendum may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this Addendum by, and neither party is relying on, any statement, representation, warranty, or agreement of the other Party except those set forth expressly in this Addendum. Except as set forth expressly in this Addendum, there are no conditions precedent to this Addendum's effectiveness

Article 34. Headings. The descriptive headings of the sections and subsections of this Addendum are for convenience only, and do not affect this Addendum's construction or interpretation.

Article 35. Effectiveness. This Addendum will become effective when all Parties have signed it. The date this Addendum is signed by the last Party to sign it (as indicated by the date associated with that Party's signature) will be deemed the date of this Addendum.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have caused their duly authorized officers to execute this Addendum as a sealed instrument, as of the Effective Date listed above.

The City of Grand Rapids

By: _____

Name: Dale Christy

Title: Mayor

Address: 420 N. Pokegama Avenue Grand Rapids, MI 55744

Date:

May Mobility, Inc

By: _____

Name: Edwin Olson

Title: Chief Executive Officer

Address: 650 Avis Drive, Ste. 100, Ann Arbor, MI 48108

Date:

EXHIBIT 1

GRAND RAPIDS AUTONOMOUS VEHICLE

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”), effective as of December 20, 2021, (“Effective Date”) is entered into between the following parties: **City of Grand Rapids** (“City”), a Minnesota municipal corporation with an address at 420 N. Pokegama Avenue, Grand Rapids, MN 55744 and **May Mobility, Inc.** (“MMI”), a Delaware corporation with its principal office located at 650 Avis Drive, Suite 100, Ann Arbor, MI 48108 (each, a “Party,” and collectively, the “Parties”), for the following reasons:

1. The Parties desire to enter into this Agreement as part of their participation in the Minnesota Department of Transportation’s Grand Iron Range Connected and Automated Vehicle Initiative (“CAV Challenge”);
2. Specifically, this Agreement covers Task 5 Service Operations from the CAV Challenge and related MnDOT proposal;
3. The Parties desire to plan, design, deploy, and operate highly automated shuttles in the City of Grand Rapids, MN (the “Project”);
4. The parties wish to participate in the further testing and evaluation of next-generation mobility solutions as part of the CAV Challenge;
5. The Parties further desire to foster innovation and propel research and development in advanced mobility technologies in Minnesota; and
6. Through this CAV Challenge, the Parties hope to validate interoperability and integration of advanced mobility by testing mobility-enabled technologies in rural Minnesota where temperatures frequently fall well below freezing for a portion of the year.

Article 1. Scope and Duration. This Project shall involve and include pre-deployment work to prepare the service vehicles for autonomous deployment of a single route deployment from June 20, 2022 through December 17, 2023 (dates subject to modification based upon agreement of the Parties and progression of the Project), and during which time MMI will provide transportation along the agreed-upon route and service.

1.1 Contingent Funding. As set forth below, total funding for this Project is contingent upon approximately \$450,000 in planned contribution commitments from the Blandin Foundation (more information found in Section 4.3 below). Should said funding not be received from the Blandin Foundation (by approximately December 2021), the Project team will make good faith efforts to identify and obtain replacement funding. If additional funding cannot be obtained, the length of the Project will be reduced to 12 months of service from 18 months of service.

Article 2. Governing Law. The validity, interpretation, construction, and performance of this Agreement, all acts and transactions pursuant hereto, and the rights and obligations of the Parties hereto, shall be governed, construed, and interpreted in accordance with the laws of the State of Minnesota. For purposes of litigating any dispute relating to or arising from this Agreement, the Parties hereby submit and consent to the exclusive jurisdiction of the federal courts located within

the State of Minnesota.

Article 3. Project Costs. The total cost for this 18-month single route deployment comprising the Project is \$1,470,000 (the “Project Cost”), representing \$1,260,000 in cash contributions and \$210,000 in in-kind contributions. The Project Cost includes, but is not limited to, the following:

- service along the proposed service areas (as described below) that satisfies the agreed-upon service level;
- installation and maintenance of related infrastructure, if required;
- Dedicated fleet of autonomous shuttles; at least 3 to be ADA compliant
- Regular on-demand service of wheelchair accessible shuttle vehicles;
- all necessary insurance, satisfaction of regulatory requirements, and service plans acceptable to Parties at their discretion;
- hiring, training, and management of the local operations team(s) and Autonomous Vehicle Operators;
- maintenance and updates to vehicles;
- analytics on rider usage;
- all necessary permits, licenses, consents, and approvals from state / local authorities; and
- data to be collected and shared as described and agreed upon by the Parties.

3.1 Project Cost Breakdown. The below Project Cost breakdown sets forth the cost of launch and operation to be paid by the City. Payment of the Project Cost is required for MMI to complete the Project.

Requirements	Cost to May Mobility
Monthly Shuttle Service <ul style="list-style-type: none"> ● Service area mapping and testing ● Hardware and software production ● Training and management of Autonomous Vehicle Operators ● Maintenance and updates of vehicle ● Local operations team ● On-going reporting and analytics 	$\$70,000 / \text{month} * 18 \text{ months} =$ $\$1,260,000$
Infrastructure <ul style="list-style-type: none"> ● Reimbursement for 50% of office space ● Reimbursement for 50% garage space 	$\$1,000/ \text{month} * 24 \text{ months}$ $= \$24,000$
Charging <ul style="list-style-type: none"> ● In-kind KWH charging 	$\$5,000 / \text{month} * 18 \text{ months} =$ $\$90,000 \text{ (in-kind)}$
Total Operating Cost	\$1,374,000.00

3.2 Invoicing and Payment. MMI will provide the City with an initial invoice in the amount of \$315,000, representing 25% of the cash contributions to the Project, upon execution of this Agreement. Unless specified otherwise, all amounts shall be paid in full (without deduction, set-

off, or counterclaim), in US dollars, within thirty (30) days after the date of invoicing. Quarterly invoicing for the Project shall continue on the same date of the month as the initial invoice. Past due amounts shall bear a late charge, until paid, at a rate of 1.0% per month of the outstanding amount. If any payment is past due, MMI shall have the right to take action it deems appropriate (including suspending Project service).

3.3 Payment Instructions. Payment shall be issued to May Mobility, Inc. and sent to the following address if paid by check: 650 Avis Drive, Suite 100, Ann Arbor, MI 48108; or wired to the account of May Mobility, Inc., Account Number 3302174276, Routing Number 121140399, at Silicon Valley Bank, 2 Palo Alto Square #110, Palo Alto, CA 94306. Please reference the attached invoice number for proper crediting.

3.4 MMI's Internal Operating Costs. MMI shall have the sole and exclusive right to seek additional funding to support the completion of the Project, including but not limited to the sale of advertising space, certain data, and other deliverables.

Article 4. Contribution and Sponsorship Levels. The Parties identified below hereby agree to provide contributions as set forth below.

4.1 The City, as a fiduciary Party, shall contribute \$510,000 to the Project, as reflected by \$300,000 in cash contributions and \$210,000 of in-kind contributions. In addition, The City shall act as the sole contact and coordinator for all payment, issues, and questions by the non-fiduciaries to this Agreement, as well as local stakeholder organizations with regard to total payment of no less than \$1,470,000 for the Project (represented by \$1,260,000 in cash contributions and \$210,000 in in-kind contributions). The City shall be responsible for the collection and aggregation of all resources and direction from the non-fiduciary parties and local stakeholder organizations to facilitate the contracting for and payment of Project Costs.

4.2 Iron Range Resources & Rehabilitation, as a non-fiduciary to this Agreement, shall contribute \$350,000 in cash contributions towards the Project Cost.

4.3 Blandin Foundation, as a non-fiduciary to this Agreement, has a planned commitment of \$450,000 in cash contributions towards the Project Cost. The Blandin Foundation will confirm this commitment through a vote taken in December of 2021. If such funding is not approved by the Blandin Foundation, the Blandin Foundation will not be involved in the Project and the length of the Project will be reduced from 18 months of service to 12 months of service.

4.4 Itasca County, as a non-fiduciary to this Agreement, has a planned commitment of \$ _____ in cash contributions towards the Project Cost.

4.5 MMI, as a fiduciary Party, shall be responsible for provision of the autonomous shuttle service in and around Grand Rapids, MN, and shall have the sole opportunity to raise additional monetary commitments to support the Project.

4.6 As a part of the Project, MMI will hire, train, and manage a local operations team and requisite Autonomous Vehicle Operators. The local operations team will require office and garage space. The requirements for the local operations team office and garage space are further discussed in Article 8 below.

Article 5. Description of Shuttle Service Project. MMI will implement and operate an autonomous shuttle service along the prescribed route(s) in Grand Rapids, Minnesota (please see **Exhibit A**, Figure 1). The route service vehicles will be operated on open, public roads on the primary service area (**Exhibit A**, Figure 1) in Grand Rapids, Minnesota.

5.1 The system will be a point-to-point demand response shuttle service and will be operated over a single service route in Grand Rapids, Minnesota for 18 months launching by the end of the September, 2022 and running through March 2024 (as provided in Article 1 above, dates will be subject to adjustment based upon agreement of the Parties and progression of the Project).

5.2 There will be a total of 5 shuttles dedicated to the Project, with approximately 2-4 vehicles available for demand responsive service at any given time. Each service vehicle shall be outfitted with MMI's proprietary autonomous driving software. An Autonomous Vehicle Operator ("AVO") will be seated in the driver's position of the service vehicle at all times. At least 3 vehicles will be wheelchair accessible and will be available for demand responsive shuttle service.

5.3 As further provided below in **Exhibit A**, Project shuttle service will target evening and weekend service. Specific hours will be determined at a later date and time but shall not exceed 60 hours of service per week.

5.4 Shuttle service shall cover the Task 5 Service Operations (Shuttle Operations), including the following deliverables:

1. 18-months of on-demand autonomous vehicle service;
2. Monthly service reporting (User experience reporting);
3. Monthly call center and application usage reporting, including daily ride volumes and how many of those riders will book by phone or via the electronic application.

Article 6. Operating Schedule. Exhibit A prescribes the Project Operating Schedule, including but not limited to, Operating Hours, Operating Days, Extension of Service, Service Level, Service Credit, Termination Rights, and Fees.

6.1 Reporting. In addition to the services described above, MMI will provide periodic reports to the Parties to this Agreement. Please see Article 10 for further information.

Article 7. Cold Weather. The shuttles and autonomous vehicle technology operated by MMI is currently unable to operate in extreme cold weather situations, specifically temperatures colder than -2 degrees (ambient temperature) Fahrenheit. If the ambient temperature is colder than -2 degrees Fahrenheit, this will delay the start of service, end service early, or have full days without service. MMI shall have the sole and exclusive decision making responsibility for operational parameters relative to cold weather and snow-related operations. Any such pause, delay, or failure to provide service on a given day due to environmental (ambient temperature and snow) conditions shall not be considered when calculating service uptime for the Project.

7.1 Should service dates and times be delayed, ended early, or withdrawn due to cold weather conditions discussed in section 7 above, MMI will advise Project ridership, as soon as commercially practicable, via methods that include, but are not limited to: push notification

through the electronic app, postings through MMI's social media accounts, and other established communication channels.

Article 8. Local Operations. MMI will open a local operations facility in Grand Rapids, Minnesota to support the Project. The Parties shall work together to identify and obtain suitable local operations real estate as set forth below.

8.1 The office component of the local operations facility will contain real-time data and mapping of the vehicles, as well as audio connections between the facility and AVOs in each vehicle on route, as well as parking spaces and garage space containing necessary charging equipment and parking spaces to maintain the route service vehicles, including servicing any technical or other issues as well as transporting data and feedback from the vehicles. The local operations facility teams will further develop the implementation of standard operating procedures for vehicles and staff, and manage the consistent monitoring of status of the vehicle via video and audio streams.

8.2 Office Characteristics. The Parties shall work together to identify local operations facility office space with the following characteristics:

- Approximately 800 sq. ft.;
- Within 2-3 minute walk of the garage (preferably attached to the garage);
- Dedicated circuit for server (with its own breaker);
- Line of site to the sky for base station; and
- 1Gb Fiber+ downlink.

8.3 Garage Characteristics. Similarly, the Parties shall work together to identify local operations facility garage space with the following characteristics:

- No less than 6 indoor parking spaces;
- Within approximately 2 miles to the nearest route service access;
- High-speed Fiber (1+ Gb);
- Clean and well-lit service area;
- Heated;
- Space for tool storage near the vehicles; and
- Secure, preferably with security cameras in public spaces.

8.4 Local Operations Access Requirements. MMI will require access to each office and garage facility space approximately four (4) months prior to service launch. Accordingly, MMI must have access to the office and garage facilities starting in June 2022 and running through the length of the deployment in December 2024.

As set forth above, the City has committed to providing reimbursement for up to 50% of the selected space. This reimbursement, whether towards the local operations office or garage space, is in addition to the City's commitment to provide no less than \$300,000 in direct funding for the Project.

Article 9. Compliance with Laws. In performance of this Agreement and provision of the Project, the Parties shall comply with applicable regulatory requirements including federal, state and local laws, rules, regulations, orders, codes, criteria, and standards pursuant to the applicable legal

standard of care. MMI shall procure, with the assistance of the City, the permits, certificates, and licenses necessary to allow it to provide the shuttle services pursuant to this Agreement and the City shall assist as needed and requested.

9.1 MMI shall design and implement an action plan for the maintenance and inspection of all vehicles operated as part of the shuttle services in compliance with FTA regulations. MMI shall make vehicle inspection reports available upon request by the City.

9.2 Local Laws, Regulations, and Codes. MMI shall obtain all required permits, certificates, and other regulatory and code requirements of the local municipalities, as it relates to the Project, and the City shall assist as requested in this endeavor by facilitating connections and introductions to appropriate people and organizations, as well as knowledge transfer to and from such people and organizations.

Article 10. Data Reporting. MMI will report on data points set forth by recognized industry standards. If no clearly defined standard is available then MMI will establish a data point(s) that meet(s) the needs of the Project. All data points used to meet the needs of the Project shall be of the type and kind of data kept in the usual course of business, which is defined as standard mobility data such as headways, ridership data, and autonomy insights. Any/all requests for a data point(s) not kept in the usual course of business will be subject to further agreement between the requesting party and MMI, and may be subject to additional costs/fees. Any/all data points established and/or reported are subject to the established controlled access provisions pertaining to confidential business information and personally identifiable information, including aggregation and de identification of data made available for public use. All information referenced in Article 9 will be de-identified and aggregated to remove any personally identifiable characteristics such that the City will be able and granted permission to use data in reports and other materials that may be publicly disseminated. The City will have to comply, in all ways, with Minnesota Statutes Chapter 13 (Data Practices) and supply required information upon a lawful request.

Article 11. Non-Disclosure of Proprietary Information. Parties shall treat as proprietary all information provided by the Parties in conjunction with this Agreement, including any and all data, drawings, reports, studies, design calculations, specifications, and other documents or information, in any form or media, resulting from the Parties' performance of this Agreement. Parties shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the other Party. The City will have to comply, in all ways, with Minnesota Statutes Chapter 13 (Data Practices) and supply required information upon a lawful request.

11.1 The preceding restriction shall not apply to information, which is in the public domain, was previously known by a Party, was acquired by a Party from others who have no confidential relationship to a Party with respect to same, or which, through no fault of a Party, comes into the public domain. Notwithstanding the foregoing, a Party will be entitled to disclose Proprietary Information of a Party to a third party only as required by law, statute, rule or regulation, including order of court, subpoena or other similar form of process, provided that (without breaching any legal or regulatory requirement) the Party to whom the request is made provides the other with prompt written notice (within 24-hours of such a request) and allows the other Party to seek an order restraining such disclosure or other appropriate relief. The City will have to comply, in all ways, with Minnesota Statutes Chapter 13 (Data Practices) and supply required information upon

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a lawful request.

11.2 This Agreement shall also protect the Intellectual Property of both Parties. Specifically, MMI shall retain and continue as the sole and exclusive owner of all Intellectual Property Rights utilized to execute and perfect the shuttle service, as well as any data recorded, obtained, logged, or created as a part of this Project. Any subsequent agreement by MMI, whether through specific license or contract, to allow a Party to this Agreement to utilize, publicize, analyze, or otherwise work with data from this project shall not be construed as a transfer of ownership or other interest not specifically contemplated by the agreement. The City will have to comply, in all ways, with Minnesota Statutes Chapter 13 (Data Practices) and supply required information upon a lawful request.

Article 12. Indemnification.

12.1 *The City*. The City agrees as follows: (a) to defend MMI against any demand, suit, action, or claim by any third party that results from or arises out of, the negligence, misconduct, or any breach of the City's representations, warranties, or covenants under this Agreement; and (b) to indemnify MMI for liabilities (as specified in settlements or adverse judgments) that result from such claims.

12.2 *MMI*. MMI agrees: (a) to defend the City against any demand, suit, action, or claim by any third party that results from or arises out of the negligence, misconduct, or any breach of MMI's representations, warranties or covenants under this Agreement; and (b) to indemnify the City for liabilities (as specified in settlements or adverse judgments) that result from such claims.

12.3 *Conditions*. The indemnifying party's obligations hereunder are conditioned on (a) the party seeking indemnification providing prompt written notice thereof and reasonable cooperation, information, and assistance in connection therewith, and (b) Indemnifying Party consulting with Indemnified Party prior to settlement. The Indemnified Party may participate in the defense at its sole cost and expense. The Indemnifying Party shall not be responsible for any settlement it does not approve in writing.

Article 13. Risk Allocation.

13.1 *Insurance*. During the term of this Agreement, MMI agrees to maintain insurance in accordance with requirements of the City, federal, state, and local regulations and ordinances, subject to the City's review and approval that shall not be unreasonably withheld. Specifically, MMI must provide insurance coverage in an amount specified by Minn. Stat. 466.04 (attached as "Exhibit B" for reference). MMI shall acquire insurance coverages, consistent with its current master insurance coverage profile, throughout the Project, procured from insurance providers licensed to sell insurance in the State of Minnesota within the following coverages and limitations:

13.2 *Limitation of Liability*. Except for liabilities to third parties pursuant to Article 11 through 11.3 (Indemnification), in no event shall MMI (or its licensors) be liable concerning the subject matter of this Agreement, regardless of the form of any claim or action (whether in contract, negligence, strict liability, or otherwise), for any (A) loss of data, loss or interruption of use, or cost to procure substitute technologies, goods, or services, (B) indirect, punitive, incidental, reliance, special, exemplary, or consequential damages, including without limitation, loss of

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business, revenues, profits, royalties, or goodwill. These limitations are independent from all other provisions of this Agreement and shall apply notwithstanding the failure of any remedy provided herein. MMI shall have no liability in connection with any personal property that is forgotten, lost, or stolen on any vehicle and shall display a sign stating the same in each shuttle vehicle.

13.3 The Parties agree that the City shall not be held liable due to claim made by third parties on account of injury, death, property damage, or any other claim attributed to a service vehicle, the service vehicle's use during this Agreement period, and/or activities related to the deployment of the service vehicle(s). MMI will hold the City harmless from and defend the City from any and all claims made due to defects in MMI's technology or its failure to operate as intended.

Article 14. Sponsorship. MMI retains the right to seek third-party sponsorships for the Project. Such right shall include the right to monetize advertising space, both inside and outside of the service vehicles, as well as the data collected during the service. Any and all additional sponsorship revenue shall be held by MMI in order to assist in funding the Project.

14.1 *Advertising and other Logo Placements.* MMI shall have sole decision-making power with regard to outer vehicle logo placements.

Article 15. Notice. Any notices required by this Agreement shall be made in writing to the addresses specified below.

THE CITY
420 N. Pokegama Avenue
Grand Rapids, MN 55744
Attn: Dale Christy

MMI
650 Avis Dr., Suite 100
Ann Arbor, MI 48108
Attn: Edwin Olson

Article 16. Entire Agreement. This Agreement, including all attachments and documents incorporated herein and made applicable by reference, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the Parties hereto regarding the subject matter herein and shall constitute the exclusive statement of the terms and conditions of the Parties' Agreement. The Agreement, and any written modification to the Agreement shall supersede any and all prior negotiations, representations or agreement, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement, and the Parties represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance upon the information set forth in the Agreement or written modification and the Parties are not relying and will not rely on any other information.

Article 17. Assignment. No Party shall assign any rights or duties under this Agreement without the prior written consent of all Parties. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 18. Third Party Rights. The Project services provided for in this Agreement are for the sole use and benefit of the Parties and not for any known or unknown third-party beneficiary. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.

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Article 19. Equal Employment Opportunity. Parties affirm their policies to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is each Party's policy to treat employees equally with respect to compensation, advancement, promotions, transfers, and all other terms and conditions of employment.

Article 20. Termination. This Agreement may be terminated if the City does not provide the required funding in accordance with this Agreement, as set forth in paragraph 3 (excluding the contingent funding currently planned by the Blandin Foundation) and/or in the event that no Agreement is entered into between the Parties.

20.1 This Agreement shall terminate at the conclusion of the deployment, which is scheduled to be December 17, 2023, and may be subject to adjustment based upon Article 5.

20.2 This Agreement may be terminated upon written notice in the event of substantial failure by a Party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming Party is given fourteen (14) days to cure said nonperformance after receiving written notice as directed in Article 15 of this Agreement.

20.3 This Agreement may also be terminated upon mutual agreement of the Parties to the Agreement. Such Termination should be effective thirty (30) days after mutual agreement is reached.

20.4 Should both Parties to this Agreement mutually agree to terminate the Agreement early, MMI will be compensated for all efforts, expenses, and Project services that have been performed, incurred, and/or planned to the date of Termination. All other funding that has not been exhausted or allocated on the date of Termination shall be distributed back to the City.

Article 21. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The Parties agree to renegotiate such provision(s) in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded, and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

Article 22. Counterparts. This Agreement may be executed in duplicate, each of which shall be deemed an original, and when taken together shall constitute one instrument.

Article 23. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's reasonable control, including, without limitation, the following force majeure events: natural disaster, fire, flood, general strike, war, armed

conflict,

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terrorist attack or nuclear or chemical contamination, pandemic, epidemic, or public health crisis. This paragraph shall explicitly apply to the Parties obligations pursuant to this Agreement and any applicable restrictions placed on the Project due to COVID-19 associated restrictions.

Article 24. Waiver. The waiver of any default or breach of any provision under this Agreement, by a Party to this Agreement, shall not constitute or be construed as a waiver of any subsequent default or breach by any Party.

Article 25. Independent Contractors. MMI shall be an independent contractor under this Agreement, and nothing herein will constitute any Party as the employer, employee, agent, or representative of another Party, or multiple parties as joint ventures or Parties for any purpose.

Article 26. Subcontracting and Staffing. MMI reserves the right, subject to approval by the City, to hire, retain, and/or otherwise utilize the services of subcontractors, hiring agencies, and the like to fully staff the Project. All such employees, agents, subcontractors, or representatives of MMI will be likewise bound to the requirements and performance standards and expectations of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have caused their duly authorized officers to execute this Agreement as a sealed instrument, as of the Effective Date listed above.

May Mobility, Inc.

The City of Grand Rapids

By: Dale Christy Dale Christy (Jan 4, 2022 12:30 CST) By: Edwin Olson Edwin Olson (Jan 5, 2022 14:36 EST)

Name: Dale Christy

Name: Edwin Olson

Title: Mayor

Title: Chief Executive Officer Address:

Address: 420 N. Pokegama Avenue

650 Avis Drive, Ste. 100 Ann Arbor,

Grand Rapids, MI 55744

MI 48108

Date:

Date:

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EXHIBIT A:

ROUTE SERVICE – GRAND RAPIDS, MN

This Route Service – GRAND RAPIDS, MN effective as of the Start Date specified below, is entered into by **May Mobility, Inc.** (“MMI”) and **City of Grand Rapids** (“City”), and is hereby incorporated into and made a part of the Grand Rapids Autonomous Vehicle Master Services Agreement between the Parties, dated December 20, 2021 (the “Agreement”). Capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in the Agreement. The Parties therefore agree as follows:

As part of the Project, and subject to the terms and conditions of the Agreement, MMI shall operate the shuttle services route described herein according to the specifications and other terms set forth below:

[this section left intentionally blank]

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Description of the GRAND RAPIDS, MN Proposed Route:

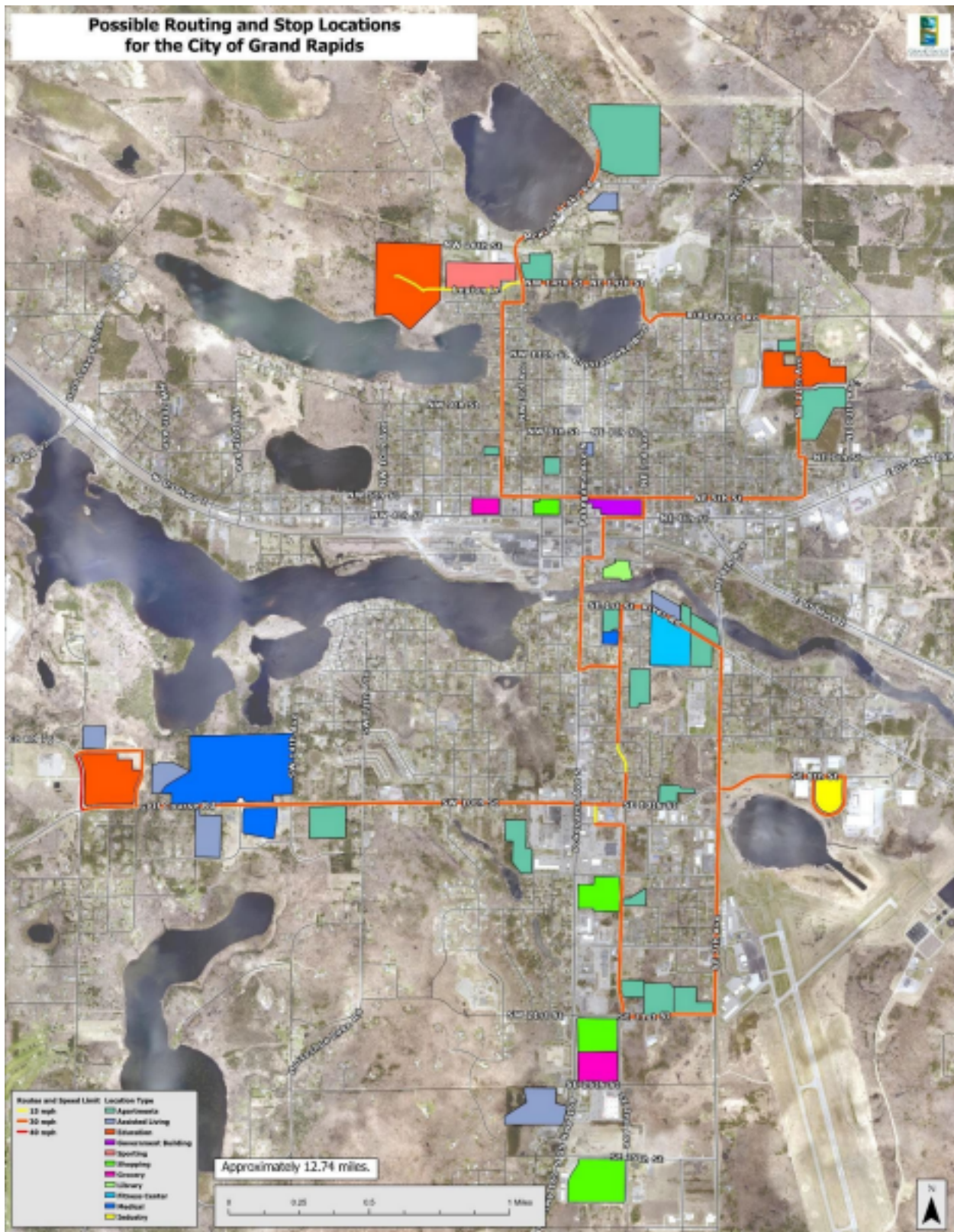


Figure 1.

run along the highlighted and designated service route depicted in Figure 1.

Start and End Dates (approximate):

Start Date: September, 2022 End Date: March 2024 Operating Hours:

Route service operating hours will occur five or six days per week for approximately 8-12 hours per day, with additional focus placed on evening and weekend service operation to be determined by the Parties. May Mobility will operate approximately 2-4 vehicles available for demand response at any given time. Potential peak hour operations will be based upon route mapping, usage data, and additional research conducted during the course of Project implementation. Operating schedule and peak hours are subject to change, with approval of the Parties, based on ridership numbers, seasonality, or other data dictating the need for more or less vehicles. Similarly, operating hours and services may be extended on a special event, holiday, or when otherwise approved by the Parties, subject to Agreement of the Parties to satisfy the additional costs such extension(s) will reasonably incur.

Operating Days:

Shuttle service shall occur on the aforementioned schedule, except for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving (American), and Christmas Day. Should an enumerated holiday above fall on a day the service route is closed, MMI will observe the holiday on a day prior or following it (*i.e.*, should Christmas fall on a Saturday, MMI would observe the holiday on Friday and service would be closed). Unsafe operating conditions may lead to route cancellation, modification, and/or delays in service. All such judgments regarding unsafe operating conditions will be the sole and exclusive responsibility of the MMI local operations Site Manager or other approved official. If the local operations Site Manager is unreachable prior to scheduled start of service or within a reasonable amount of time, the MMI shift manager will make a judgment call regarding cancelling service. Any such cancellation, modification, and/or delays in service will be communicated to the City as quickly as reasonably possible. Further, road construction, road closure, special events, and/or other unforeseen events may make service impossible and can lead to cancellation, modification, or delay of service.

Extension of service:

Notwithstanding the foregoing, MMI shall extend service as requested by the City, in which event the Parties shall negotiate a reasonable fee adjustment in good faith in advance.

Service Level:

Within 45 days following commencement of services under this Agreement, the Parties will negotiate in good faith to establish additional reasonable and attainable service level requirements consistent with the Parties' reasonable needs based on the vehicle, trip data,

Service Credit:

As stated in the Agreement, MMI’s service vehicles and autonomous vehicle technology are currently unable to operate in extreme cold temperature conditions. Specifically, MMI’s service vehicles and autonomous vehicle technology is unable to operate in temperature conditions in excess of -2 degrees (ambient temperature) Fahrenheit. If the ambient temperature is colder than -2 degrees Fahrenheit, shuttle service operations will experience a delayed start, early termination, or full days without service. MMI shall have the sole and exclusive right decision making responsibility for operational parameters relative to cold weather and snow-related operations. Any such pause, delay, early termination, or failure to provide service on a given day due to environmental (ambient temperature and snow) conditions shall not be considered when calculating service uptime for the Project.

To request a Service Credit, the City must notify MMI within 30 days of receipt of reports containing vehicle and trip data applicable to the service level breach. If downtime during a calendar month results in less than 95% availability, then MMI will issue a service credit in the form of a reduction for the following month’s service charge, in the amount equal to the following:

Service Credit = Service Credit % x monthly fees paid by the City to MMI in prior month.

Uptime	Service Credit %
Availability ≥ 95%	0%
90 ≤ Availability < 95%	5%
85 ≤ Availability < 90%	10%
80 ≤ Availability < 85%	15%
75 ≤ Availability < 80%	20%

Acknowledged and agreed:

MAY MOBILITY, INC.

Edwin Olson (Jan 5, 2022 14:36)

EST Edwin Olson

THE CITY OF GRAND RAPIDS

Dale Christy (Jan 4, 2022 12:30 CST)

Dale Christy

By:

Dale Christy

Its: Chief Executive Officer

By: Mayor Date:

Date:

466.04. Maximum liability

Currentness

Subdivision 1. Limits; punitive damages. (a) Liability of any municipality on any claim within the scope of [sections 466.01 to 466.15](#) shall not exceed:

- (1) \$300,000 when the claim is one for death by wrongful act or omission and \$300,000 to any claimant in any other case, for claims arising before January 1, 2008;
- (2) \$400,000 when the claim is one for death by wrongful act or omission and \$400,000 to any claimant in any other case, for claims arising on or after January 1, 2008, and before July 1, 2009;
- (3) \$500,000 when the claim is one for death by wrongful act or omission and \$500,000 to any claimant in any other case, for claims arising on or after July 1, 2009;
- (4) \$750,000 for any number of claims arising out of a single occurrence, for claims arising on or after January 1, 1998, and before January 1, 2000;
- (5) \$1,000,000 for any number of claims arising out of a single occurrence, for claims arising on or after January 1, 2000, and before January 1, 2008;
- (6) \$1,200,000 for any number of claims arising out of a single occurrence, for claims arising on or after January 1, 2008, and before July 1, 2009;
- (7) \$1,500,000 for any number of claims arising out of a single occurrence, for claims arising on or after July 1, 2009;
- (8) twice the limits provided in clauses (1) to (7) when the claim arises out of the release or threatened release of a hazardous substance, whether the claim is brought under [sections 115B.01 to 115B.15](#) or under any other law; or
- (9) \$1,000,000 for any number of claims arising out of a single occurrence, if the claim involves a nonprofit organization engaged in or administering outdoor recreational activities funded in whole or in part by a municipality or operating under the authorization of a permit issued by a municipality. (b) No award for damages on any such claim shall include punitive damages. **Subd. 1a. Officers and employees.** The liability of an officer or an employee of any municipality for a tort arising out of an alleged act or omission occurring in the performance of duty shall not exceed the limits set forth in subdivision 1, unless the officer or employee provides professional services and also is employed in the profession for compensation by a person or persons other than the municipality.

Subd. 1b. Total claim. The total liability of the municipality on a claim against it and against its officers or employees arising out of a single occurrence shall not exceed the limits set forth in subdivision 1.

Subd. 2. Inclusions. The limitation imposed by this section on individual claimants includes damages claimed for loss of services or loss of support arising out of the same tort. **Subd. 3.**

Disposition of multiple claims. Where the amount awarded to or settled upon multiple claimants exceeds the applicable limit under subdivision 1, paragraph (a), clauses (4) to (9), any party may apply to any district court to apportion to each claimant a proper share of the total amount limited by subdivision 1. The share apportioned each claimant shall be in the proportion that the ratio of the award or settlement made to each bears to the aggregate awards and settlements for all claims arising out of the occurrence.

May Mobility Contract

Final Audit Report 2022-01-05

Created: 2022-01-03

By: Kim Gibeau (kgibeau@ci.grand-rapids.mn.us)

Status: Signed

Transaction ID: CBJCHBCAABAAGNE7cYVZjCWvb6_EKscah-S2XvX9XFwx

"May Mobility Contract" History









-  Document created by Kim Gibeau (kgibeau@ci.grand-rapids.mn.us)
2022-01-03 - 10:19:48 PM GMT- IP address: 162.254.65.69
-  Document emailed to Dale Christy (dchristy@ci.grand-rapids.mn.us) for signature
2022-01-03 - 10:21:04 PM GMT
-  Email viewed by Dale Christy (dchristy@ci.grand-rapids.mn.us)
2022-01-04 - 6:29:49 PM GMT
-  Document e-signed by Dale Christy (dchristy@ci.grand-rapids.mn.us)
Signature Date: 2022-01-04 - 6:30:32 PM GMT - Time Source: server
-  Document emailed to Edwin Olson (edwin.olson@maymobility.com) for signature
2022-01-04 - 6:30:34 PM GMT
-  Email viewed by Edwin Olson (edwin.olson@maymobility.com)
2022-01-04 - 7:51:23 PM GMT
-  Document e-signed by Edwin Olson (edwin.olson@maymobility.com)
Signature Date: 2022-01-05 - 7:36:29 PM GMT - Time Source: server- Signature captured from device with phone number XXXXXXX8916
-  Agreement completed.
2022-01-05 - 7:36:29 PM GMT



EXHIBIT 2

Exhibit 2: CAV Challenge Grand Iron Range CAV goMARTI.com MnDOT project proposal
Scope of Work Summary

The Project Team's approach is described in 8 separate work plan tasks:

Task 1: Community Derived route stops and service hours *"Community Listening"*

This task will create the public and stakeholder route and service area plan including community listening sessions, documenting the initial community derived use cases, and leading to the community's prioritized pilot route area and service hours for the pilot launch.

Task 2: Community Engagement & Outreach

This task includes developing plans for generating awareness, input, engagement, and support for the goMARTI.com shuttle pilot program including executing those plans in collaboration with community stakeholders throughout the pilot.

Task 3: Set-up Pilot and Site

In this task, technology partner May Mobility will complete the route mapping and set up any required infrastructure. Additionally, the May office and vehicle storage site and the Via on-demand app and local call center service will be set-up.

Task 4: Deployment Preparation

Planning the launch is critical for a successful deployment, ultimately leading to a successful launch. Once the final pilot route has been prioritized, the layout of the site, proper permitting, management of customers and a plan for day-to-day operations must be addressed. Some infrastructure modifications may be made to maximize safety and overall user experience.

Task 5: Shuttle Testing and Operations

The Project Team will launch and manage the public AV shuttle pilot (goMARTI.com) programmed to meet the community derived transportation challenges.

Task 6: Collection and Sharing of Data

The Project Team recognizes that this project will be among the first rural, winter, accessible focused AV pilots in the country, possibly the world. The team also recognizes the value of learning the impacts of the many aspects involved in launching an AV accessible pilot in the rural, winter environment. May Mobility provides custom reporting in the form of periodical reporting (monthly) as well as real time incident reporting. Data collected during operations will include testing data and operational data.

Task 7: Program Evaluations and Summary

The goal of this task is to evaluate and summarize the AV safety and performance, accessibility impacts, public feedback after demonstrations, and public engagement activities.

Task 8: Project Management

The Project Manager will manage scope, schedule, budget, and risk throughout the project.