Razor will provide a complete and accurate Vehicle Miles Traveled (VMT) report, for both our scooter fleet and our small fleet of maintenance vehicles. For an annual report, we will provide year-to-date and 12-month-trailing totals. If interim reports are requested by the Program Manager, we can generate these at any time based on current data.

Within the scooter fleet, this data will be based on the actual distance traveled during all consumer rides, as measured by the onboard GPS devices of the scooters. This location data is currently logged for every GPS location update of each scooter. For our maintenance fleet, this mileage data would be based on vehicle odometers.

The scooter fleet itself is entirely electric, powered by lithium-ion batteries. For the scooter mileage figures, we will also calculate an equivalent monthly gasoline savings in gallons, assuming a baseline average of 20 miles per gallon.

If desired, we can provide a further breakdown of this VMT data by Seattle region or neighborhood, based on trip start locations within these smaller "geozones." This data can be used to calculate how much conventional vehicle travel was replaced by electric scooter travel in each region of the city, as well as the extent to which scooter travel supplements or competes with public transportation solutions.

Please see the following page for a sample year-end VMT report:

Report Field	Sample Value	Description		
Start Report Date	1/1/21 0:00	Start Report Time as defined by User (annual, monthy, weekly, daily)		
End Report Date	12/31/21 23:59	End Report Time as defined by User (annual, monthy, weekly, daily)		
Days Represented	365	Total Days in Report (time units completely variable)		
Total Paid Scooter Rides	1,686,000	Total Transacted Rides resulting in unlocked and active units (does not include maintenance or Razor-initiated rides)		
Total Distance (miles)	2,866,200	Total distance travelled by scooters in report, as defined by GPS logged distance		
Total Riding Time (minutes)	21,918,000	Total time scooter in unlocked and rideable status (may include stopped time, transient time, etc)		
KwH Electricity Used for Fleet	9,755,202	Metered electricty used to charge batteries (solely for Scooter propulsion)		
Gallons Gasoline Saved (@20 MPG)	289,472	Equivalent energy used by Regular Unleaded gasoline at 20MPG, average driving		
Total Equity / Assistance User Rides	422,045	Total Transacted Rides by users under the defined equity / assistance program		
Total Paid Rides in Equity Areas	245,332	Total Transacted Rides startedin defined Seattle Equity Areas		

TERMS AND CONDITIONS

Razor Shared Scooter Rental Agreement, Waiver of Liability and Release

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SERVICE. In accordance with the laws of the City of Orlando, Florida ("City"), rental and use of the Razor Shared Scooter within City limits is also subject to additional provisions in this Agreement, as prescribed by Ordinance No. 2019-60 of the City incorporated herein.

In consideration of Your use of any of the Services (defined below) provided by Razor USA LLC ("Razor"), owner and operator Razor Shared Scooter Rentals, requires that You ("Rider", "You", or "Your") agree to all terms and conditions in this Razor Shared Scooter Rentals Agreement, Waiver of Liability, and Release ("Agreement"), as applicable. The "Services" provided by Razor are composed of several elements, including (1) Razor Shared Scooter Rentals, including Razor Last Mile Electric Scooters (collectively, "E-vehicles"), and (3) all other related equipment, maintenance, charging of the E-vehicles, personnel, mobile applications, other software and information provided or made available by Razor.

You should CAREFULLY READ all terms and conditions before entering into this Agreement, but here is a partial list of some of the terms that Razor wants to bring to your initial attention in the event you are on a smartphone or other device with a small screen. Capitalized terms have the meanings given to them where defined in this Agreement.

Each Razor Shared Scooter rental session must be terminated by You, through your confirmation notification via the mobile application at the conclusion of the ride. If the Razor Shared Scooter is not terminated by You via the application, the trip will continue and you will continue to be charged. Upon conclusion of your ride, the Razor Shared Scooter must be parked at a lawful parking spot, i.e. the scooter cannot be parked on private property or in a locked area or in any other non-public space, or in any manner that violates local laws or ordinances.

All locally applicable vehicle, traffic and bicycling laws must be obeyed, including any helmet laws in your area.

You must promptly report any damaged or malfunctioning Razor Shared Scooter to Razor via the App or via e-mail.

Razor expressly agrees to let, and the Rider expressly agrees to take on, rental of the Razor Shared Scooter subject to the terms and conditions set out herein. Unless otherwise indicated, all monetary values set forth in this Agreement shall be deemed to be denominated in U.S. dollars.

GENERAL RENTAL AND USE OF RAZOR SHARED SCOOTER.

- 1.1 Rider is Sole User: Razor and the Rider are the only parties to this Agreement. The Rider is the sole renter and is solely responsible for compliance with all terms and conditions contained herein. You understand that when You activate a Razor Shared Scooter, the Razor Shared Scooter must be used only by You. You must not allow others to use a Razor Shared Scooter that You have activated.
- 1.2 Rider is At Least 18 Years Old: Rider represents and certifies that Rider is at least 18 years old and that Rider is thus legally able to enter this contractual Agreement. Razor does not authorize or agree to the use of the Razor Shared Scooter by persons under the age of 18, even if the Service is subscribed for by and under the responsibility of the minor's parent or legal guardian. By authorizing use of the Service by a minor, the parent or legal guardian agrees s/he is fully responsible and liable for all injuries, damages, and costs and expenses arising from or related to the minor's use of the Service. Operation or use of

Razor Shared Scooter product by any minors not at least 18 years old is expressly prohibited under this Agreement, as use of electric scooter products by younger riders on public streets or around traffic has long been recommended against by Razor, which advises and recommends that any rider must check local laws applicable to scooter use, avoid public streets and vehicular traffic, and avoid use in reduced visibility conditions.

1.3 Rider is a Competent Operator, Physically and Mentally Fit to Ride Motorized Scooters: Rider represents and certifies that he/she is familiar with the operation of the Razor Shared Scooter and is reasonably competent and physically fit to ride the Razor Shared Scooter. Persons with any mental of physical conditions that may make them susceptible to injury, impair their physical dexterity or mental capabilities to recognize, understand and follow safety instructions and to understand the hazards inherent in the product's use, should not use or be permitted to use products inappropriate for their abilities. Persons with heart conditions, head, back or neck ailments (or prior surgeries to these areas of the body), or pregnant women, should not operate Razor Shared Scooters or similar products.

By choosing to ride a Razor Shared Scooter, Rider assumes all responsibilities and risks for any injuries or medical conditions. You are responsible for determining whether conditions, including darkness or impaired visibility, fog, rain, snow, hail, ice or electrical storms, make it dangerous to operate a Razor Shared Scooter. You are advised to adjust Your riding behavior and braking distance to suit the weather and traffic conditions.

- 1.4 The Razor Shared Scooter is the Exclusive Property of Razor: Rider agrees that the Razor Shared Scooter and any Razor equipment attached thereto, at all times, remains the exclusive property of Razor. You must not dismantle, write on, or otherwise modify, repair or deface a Razor Shared Scooter, any part of a Razor Shared Scooter, or other Razor equipment in any way. You must not write on, peel, or otherwise modify or deface any sticker on a Razor Shared Scooter in any way. You must not use a Razor Shared Scooter, or other Razor equipment for any advertising or similar commercial purpose.
- 1.5 Operating Hours and Availability: Rider agrees and acknowledges that the Razor Shared Scooters are available during specific operating hours established for each market in which Razor Shared Scooters are offered, except in the case of events outlined in section 4.6. Such operating hours will be communicated clearly in the Razor app within each market. Razor Shared Scooters must be rented within the maximum rental time limits set forth below. The number of Razor Shared Scooters are limited and availability is never guaranteed.
- 1.6 Use and/or Operation only in Metropolitan Areas: Rider agrees to only use, operate and/or ride the Razor Shared Scooter in metropolitan areas. Razor Shared Scooters may be equipped with "geo-fencing" capabilities which restrict usage to limited geographic areas and may cease to operate if ridden or removed from the Razor Shared Scooter's electronically restricted range.
- 1.7 Rider Must Follow Laws Regarding Use and/or Operation of Motorized Scooters on Public Land: Rider agrees to follow all laws pertaining to the use, riding and/or operation of motorized scooters, including all state and local laws and the rules and regulations pertaining to such motorized scooters in the area where you are operating the Razor Shared Scooter, including without limitation any helmet laws. There is no "universally applicable" federal law governing operation of motorized scooters and laws therefore can and do differ in different locales.
- 1.8 Prohibited Acts: Rider agrees to the following:
- Both hands are required to safely operate a Razor Shared Scooter the throttle is on the right handlebar and the brake lever is on the left. You must not ride a Razor Shared Scooter while carrying any briefcase, backpack, bag, or other item if it impedes Your ability to operate safely the Razor Shared Scooter.

- While riding a Razor Shared Scooter, You must not use any cellular telephone, text messaging device, portable music player, or other device that may distract You from safely operating the Razor Shared Scooter. You must not operate a Razor Shared Scooter while under the influence of any alcohol, drugs, medication, or other substance that may impair Your ability to safely operate a Razor Shared Scooter.
- You must not ride with a second person on a Razor Shared Scooter.
- You may not do anything to the Razor Shared Scooter that impedes a subsequent authorized rider from using it.
- The Razor Shared Scooter must be parked at a lawful parking spot, i.e. the Razor Shared Scooter cannot be parked on private property or in a locked area or in any other non-public space. It must be visible to Razor 's service staff for collection, recharging, etc.
- 1.9 Razor Shared Scooter is Intended for Only Limited Types of Use: The Razor Shared Scooter is intended for use on flat, dry surfaces such as pavement or level ground, without loose debris such as sand, leaves, rocks or gravel. Wet, slick, bumpy, uneven or rough surfaces may impair traction and contribute to possible accidents. Watch out for potential obstacles that could catch your wheel or force you to swerve suddenly or lose control. Avoid sharp bumps, drainage grates, or sudden surface changes.
- 1.10 Weight Limit: You must not exceed the maximum weight limit for the Razor Shared Scooter of 250 pounds.
- 1.11 No Tampering: You must not tamper with, disassemble, or attempt to gain unauthorized access to the Razor Shared Scooter. You must not use the Razor mobile application system or other Razor equipment other than for purposes of using a Razor Shared Scooter pursuant to this Agreement.
- 1.12 Reporting of Damage or Crashes: Rider must report any accident, crash, damage, personal injury, stolen or lost Razor Shared Scooter, to Razor as soon as possible. If a crash involves personal injury, property damage, or a stolen Razor Shared Scooter, Rider shall file a report with the local police department within 24 hours. Rider agrees that he/she may be held responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to a stolen or lost Razor Shared Scooter.
- 1.13 Rider Responsibility for Use and Damage: Rider agrees to return the Razor Shared Scooter to Razor in the same condition in which it was rented. Rider will not be responsible for normal wear and tear.
- 1.14 Availability and Usage of Razor Shared Scooter: Rider agrees and acknowledges that Razor Shared Scooters are not available all the time. Razor Shared Scooters require periodic charging of their batteries in order to operate. Rider agrees to use and operate the Razor Shared Scooter safely and prudently and comply with all restrictions and requirements associated with the Razor Shared Scooters provided by Razor from time to time. Rider understands and agrees with each of the following:
- The level of charge power remaining will decrease with use (over both time and distance), and that as the level of charge power decreases, the speed and other operational capabilities may decrease (or cease in their entirety).
- The level of charging power at the time Rider initiates the rental or operation is not guaranteed and will vary with each rental use.
- The rate of loss of charging power during use is not guaranteed and will vary based on the particular scooter road conditions, weather conditions and other factors.
- It is Rider's responsibility to check the level of charge power in the Razor mobile application and to ensure that it is adequate for the ride before initiating operation.

• Razor does not guarantee the distance and/or time that Rider may operate the Razor Shared Scooter before it loses charging power completely. A Razor Shared Scooter may run out of charging power and cease to operate at any time during Rider's rental, including before reaching Rider's desired destination.

2 PAYMENT AND FEES.

- 2.1 Fees. Rider may use Razor Shared Scooters on a pay per ride basis or as otherwise in accordance with the pricing described in the app. In each case, fees and other charges may be subject to applicable taxes and other local government charges, which may be charged and collected by Razor. Razor will charge the Rider's credit card, debit card or other agreed payment methods the amount of the fees as described in this Agreement.
- 2.2 Promo Codes. Promo codes (discounts) are one-time offers and can only be redeemed via Razor's mobile application. Razor reserves the right to modify or cancel discounts at any time. Discounts are limited to one per customer and account and may not be combined with other offers. Discounts are non-transferable and may not be resold.
- 2.3 Maximum Rental Time and Charges. Maximum rental time is 24 hours. Rider agrees that Rider will deactivate the Razor Shared Scooter rental within 24 hours of time that rental began. Rider may then rent again. Rider agrees that he/she is solely responsible for being aware of any elapsed time related to the timely online closure of a Razor Shared Scooter ride/rental. The maximum day charge is \$200 for each Razor Shared Scooter, based on a calendar day. After online closure/return of the Razor Shared Scooter, the rider will be charged the accumulated rental charges, or the maximum day charge; whichever is less. Razor Shared Scooters not returned (online closure of a ride concluded within service zone) within 48 hours will be considered lost or stolen, and Rider may be charged up to \$600 for each such Razor Shared Scooter Rental, and a police report may be filed. Razor may also charge a service fee of \$25 for rentals in excess of 24 hours where the Razor Shared Scooter is not lost or stolen.
- 2.4 Valid Credit Card or Debit Card. Rider must input a valid credit or debit card number and expiration date before Rider will be registered to use the Service. Rider represents and warrants to Razor that Rider is authorized to use any cards Rider furnishes to Razor. Rider authorizes Razor to charge the card for all fees incurred by Rider. All fees are subject to applicable sales taxes and other local government charges, which may be charged and collected by Razor. If Rider disputes any charge on credit or debit card account, then Rider must contact Razor within 10 business days from the end of the month with the disputed charge, provide to Razor all trip information that is necessary to identify the disputed charge, such as the date of the trip and the approximate starting and ending times. Rider agrees to immediately inform Razor of all changes relating to the card.
- 2.6 Pick Up Fees. If You are unable to return a Razor Shared Scooter to a valid area (i.e. You deactivate a ride on private property, a locked community, or another unreachable area), and request that the Razor Shared Scooter be picked up by Razor staff, Razor, at its sole discretion, may choose to charge You a pick-up fee up to \$120. If any Razor Shared Scooter Rental accessed under Your account is abandoned without notice, You will be responsible for all Trip Fees until the Razor Shared Scooter is recovered and deactivated, plus a service charge (currently \$120.00) to recover the Razor Shared Scooter. Fees are subject to change.

3 RELEASES; DISCLAIMERS; LIMITATION OF LIABILITY; ASSUMPTION OF RISK.

3.1 Releases. "Claims" means, collectively, any and all claims, injuries, demands, liabilities, disputes, causes of action (including statutory, contract, negligence, or other tort theories), proceedings, obligations, debts, liens, fines, charges, penalties, contracts, promises, costs, expenses (including attorneys' fees, whether incurred at trial, on appeal, or otherwise), damages (including consequential, compensatory, or punitive damages), or losses (whether known, unknown, asserted, unasserted, fixed, conditional, or contingent) that arise from or relate to (a) any of the Services, including any of the Razor

Shared Scooter Rentals, equipment or related information, or (b) Rider's use of any of the foregoing. "Released Persons" means, collectively Razor and all of its owners, managers, affiliates, employees, agents, representatives, successors, and assigns, and (ii) every sponsor of any of the Services and all of the sponsor's owners, officers, directors, affiliates, employees, agents, representatives, successors, and assigns. In exchange for Rider being allowed to use any of the Services, Razor Shared Scooters, and other equipment or related information provided by Razor, Rider (acting for Rider and for all of Rider's family, heirs, agents, affiliates, representatives, successors, and assigns) hereby fully and forever releases and discharges all Released Persons for all Claims that Rider has or may have against any Released Person, except for Claims caused by the Released Person's gross negligence or willful misconduct. Such releases are intended to be general and complete releases of all Claims. The Released Persons may plead such releases as a complete and sufficient defense to any Claim, as intended third party beneficiaries of such releases. Rider expressly agrees to indemnify, release and hold harmless Released Persons from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the sole or partial negligence of Razor and/or the negligence of others, whether based upon breach of contract, breach of warranty, active or passive negligence or any other legal theory, in consideration for using and/or operating the Razor Shared Scooter.

3.2 Disclaimers.

YOU DO HEREBY ACKNOWLEDGE AND AGREE THAT YOUR USE OF ANY OF THE SERVICES OF RAZOR, INCLUDING BUT NOT LIMITED TO RAZOR SHARED SCOOTERS OR RELATED EQUIPMENT, IS AT YOUR SOLE RISK.

TO THE FULLEST EXTENT PERMITTED BY LAW, AND WITH RESPECT TO YOUR USE OF ANY OF THE SERVICES OF RAZOR, INCLUDING BUT NOT LIMITED TO RAZOR SHARED SCOOTERS OR RELATED EQUIPMENT, RAZOR AND ALL OTHER RELEASED PERSONS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ALL OF THE SERVICES OF RAZOR, INCLUDING BUT NOT LIMITED TO RAZOR SHARED SCOOTERS OR RELATED EQUIPMENT, ARE PROVIDED "AS IS" AND "AS AVAILABLE" (AND YOU RELY ON THEM SOLELY AT YOUR OWN RISK).

RAZOR AND ALL OTHER RELEASED PERSONS DO NOT REPRESENT OR WARRANT THAT ANY OF THE SERVICES OF RAZOR, INCLUDING BUT NOT LIMITED TO RAZOR SHARED SCOOTERS OR RELATED EQUIPMENT, WILL BE IN GOOD REPAIR OR ERROR-FREE, AND DELAYS, OMISSIONS, INTERRUPTIONS, OR INACCURACIES COULD EXIST WITH RESPECT TO ANY OF THE SERVICES OF RAZOR, INCLUDING BUT NOT LIMITED TO RAZOR SHARED SCOOTERS OR RELATED EQUIPMENT.

3.3 Limited Liability.

RIDER DOES HEREBY ACKNOWLEDGE AND AGREE THAT, EXCEPT AS MAY OTHERWISE BE LIMITED BY LAW, RAZOR AND ALL OTHER RELEASED PERSONS ARE NOT RESPONSIBLE OR LIABLE FOR ANY CLAIM, INCLUDING THOSE THAT ARISE OUT OF OR RELATE TO (A) ANY RISK, DANGER, OR HAZARD DESCRIBED IN THIS AGREEMENT, (B) RIDER'S USE OF, OR INABILITY TO USE, ANY OF THE SERVICES OF RAZOR, INCLUDING BUT NOT LIMITED TO RAZOR SHARED SCOOTERS OR RELATED EQUIPMENT, OR RELATED INFORMATION, (C) RIDER'S BREACH OF THIS AGREEMENT OR RIDER'S VIOLATION OF ANY LAW, (D) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION BY RIDER, (E) RIDER'S FAILURE TO WEAR A SCOOTER HELMET WHILE USING A RAZOR SHARED SCOOTER, OR (F) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION OF ANY THIRD PARTY.

RIDER DOES HEREBY WAIVE ALL CLAIMS WITH RESPECT TO ANY OF THE FOREGOING, INCLUDING THOSE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR OTHER GROUNDS, EVEN IF RAZOR OR ANY OF THE OTHER RELEASED PERSONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS.

THE TOTAL LIABILITY OF RAZOR AND ALL OTHER RELEASED PERSONS FOR ALL CLAIMS, INCLUDING THOSE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR OTHER GROUNDS, IS LIMITED TO THE SUM OF \$100.

SOME JURISDICTIONS DO NOT ALLOW FOR LIMITED LIABILITY OR EXCLUSION OF IMPLIED WARRANTIES; AND, IF ANY OF THOSE LAWS APPLY TO RIDER, THEN SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MIGHT NOT APPLY TO RIDER, AND RIDER MIGHT HAVE ADDITIONAL RIGHTS.

- 3.4 Assumption of Risk by Rider. Rider is solely and fully responsible for the safe operation of the Razor Shared Scooter at all times. Rider agrees that Razor Shared Scooters are machines that may malfunction, even if the Razor Shared Scooter is properly maintained, and that such malfunction may cause injury. Rider agrees that riding a Razor Shared Scooter involves many obvious and not-so-obvious risks, dangers, and hazards, which may result in injury or death to Rider or others, as well as damage to property, and that such risks, dangers, and hazards cannot always be predicted or avoided. Rider agrees that such risks, dangers, and hazards are Rider's sole responsibility, including, but not limited to, choosing whether to wear a helmet as required by law or utilize other protective gear. Rider agrees that if Rider's use of Razor Shared Scooters causes any injury or damage to another person or property, then Rider may be liable for all resulting injuries, damages, and related costs. By choosing to ride a Razor Shared Scooter, Rider assumes full and complete responsibility for all related risks, dangers, and hazards, and Rider agrees that Razor and all other Released Persons are not responsible for any injury, damage, or cost caused by Rider with respect to any person or property, including the Razor Shared Scooter itself.
- 3.5 Indemnification. You will indemnify and hold the Released Persons harmless from all losses, suits, claims or other proceedings arising out of or relating to Your use of a Razor Shared Scooter, and any breach of the terms of this Agreement; provided, however, that Released Persons must notify You as soon as practicable after the date notice of such loss, suit, claim or other proceeding is served on Released Persons directly (as opposed to service on a statutory agent for service of process) or otherwise brought to the attention of Released Persons.

4 Additional Terms of Use.

- 4.1 Safety Check. Before each use of a Razor Shared Scooter, Rider shall conduct a basic safety inspection of the Razor Shared Scooter, which includes inspecting the following: (i) trueness of the wheels; (ii) safe operation of all brakes and lights; (iii) good condition of the frame; and (iv) any sign of damage, unusual or excessive wear, or other mechanical problem or maintenance need. Rider agrees not to ride the Razor Shared Scooter if there are any noticeable issues, and to immediately notify customer service to alert Razor of any problems.
- 4.2 Lost or Stolen Razor Shared Scooter. If a Razor Shared Scooter is not returned within 48 consecutive hours, then the Razor Shared Scooter is deemed lost or stolen and a police report may be filed with local authorities. The data generated by Razor's application is conclusive evidence of the period of use of a Razor Shared Scooter by a Rider. Rider must report disappearance or theft to Razor immediately or as soon as possible.
- 4.3 Helmets; Safety. Razor recommends that all Riders wear an approved helmet that has been properly sized, fitted and fastened according to the manufacturer's instructions. If wearing a helmet is required by the laws, regulations or ordinances applicable to the area in which the Razor Shared Scooter is operated, Rider agrees to comply with such laws and regulations at all times. Rider agrees that neither Razor nor its Released Parties are liable for any injury suffered by Rider while using the Service, whether or not Rider

is wearing a helmet at the time of injury. Rider may need to take additional safety measures or precautions not specifically addressed in this Agreement.

- 4.4 No Endorsed Razor Shared Scooter Routes. Rider agrees that Razor does not provide or maintain places to ride Razor Shared Scooters, and that Razor does not guarantee that there will always be a safe place to ride a Razor Shared Scooter. Roads, bike lanes, and normally satisfactory routes may become dangerous due to weather, traffic, or other hazards.
- 4.5 Limitations on Rental. Rider agrees that Razor is not a common carrier. Alternative means of public and private transportation are available to the general public and to Rider individually, including public buses and rail service, taxis, and pedestrian paths. Razor provides Razor Shared Scooters only as a convenience, and such rental availability is intended to be used only by those persons who are able and qualified to operate a Razor Shared Scooter on their own and who have agreed to all terms and conditions of this Agreement.
- 4.6 Limitations on Availability of Service. Razor makes every effort to provide the Service 365 days per year but does not guarantee that the Service will be available at all times, as force majeure events or other circumstances might prevent Razor from providing the Service. Access to the Service is also conditioned on the availability of Razor Shared Scooters. Razor does not represent or warrant the availability of any Service or the availability of any Razor Shared Scooters at any time. Rider agrees that Razor may require Rider to return a Razor Shared Scooter at any time.
- 5 Term and Termination.
- 5.1 Term. The term of this Agreement begins when Rider first uses the Service, and the term ends 10 years after Rider's last use of the Service; provided, however, that Rider's personal financial responsibility under this Agreement expires one year after the Rider's last use of the Service.
- 5.2 Termination by Razor. At any time and from time to time, and without Rider's consent, Razor may unilaterally terminate Rider's right to use Razor Shared Scooters, in Razor's sole discretion and without any notice or cause. Rider may terminate Rider's use of Razor Shared Scooters at any time; provided, however, that (i) no refund will be provided by Razor, (ii) the term of this Agreement continues in accordance with this Agreement, (iii) Rider may still be charged any applicable additional fees in accordance with this Agreement. This Agreement remains in full force and effect, in accordance with its terms and conditions, after any termination of Rider's right to use any of the Service, regardless of how the Agreement is terminated.
- 6 Confidentiality of Information; Privacy Policies. All personally identifiable information that is held by Razor and pertains to Riders, including all names, addresses, phone numbers, email addresses, credit and debit card numbers, pass numbers, and card numbers will be kept by Razor in accordance with its privacy policy linked to https://www.razor.com/privacy-policy/; provided, however, that (i) if there is any accident where a Rider is unable to communicate personal information to the appropriate authorities, then Razor may, in its sole discretion, provide the Rider's name, address, phone number, and other important information to such authorities, (ii) if Razor receives a subpoena from any court or other authority, then Razor will provide all requested information in accordance with applicable law, and (iii) Razor may disclose aggregate and other data about Riders in accordance with applicable law. In addition, Razor may disclose individual data to a third party upon Rider's express permission and consent (e.g. enrollment in a study).

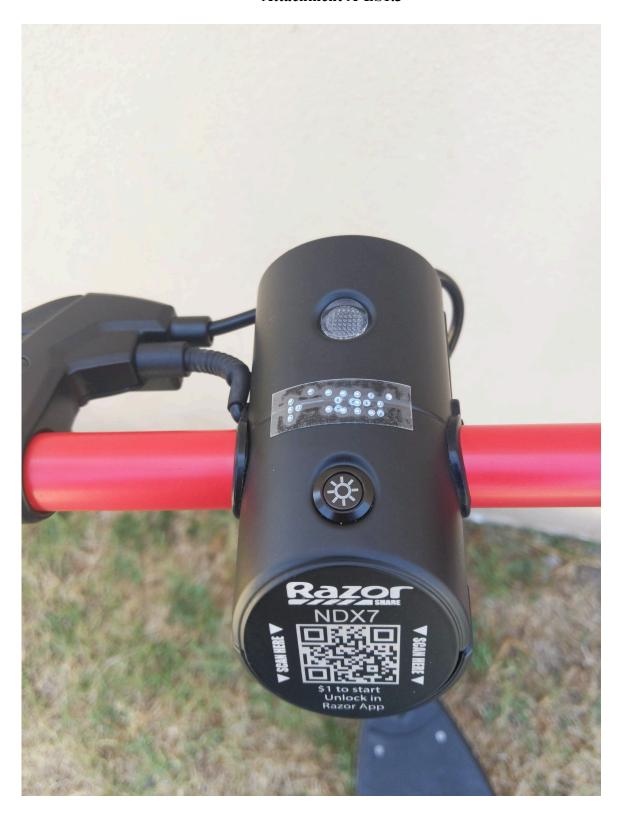
7 Notice. Razor may be contacted by emailing sharesupport@razorusa.com.

8 Choice of Law; Dispute Resolution. This Agreement is governed by, and must be construed and enforced in accordance with, the laws of the State of California, excluding principles of conflicts of laws. For every dispute regarding this Agreement: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorney fees (whether incurred at trial, on appeal, or otherwise) incurred in resolving or

settling the dispute, in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the courts of the State of California and agrees that those courts have personal jurisdiction over each party; (iii) venue must be in Los Angeles County, California; and (iv) the parties must submit the dispute to mandatory mediation held in the State of California. The parties agree that any dispute will be first subject to mediation. Every mediation must be completed within 6 months of the date when the initial notice demanding mediation was provided by any party. If, for any reason, the dispute is not resolved through mediation within the 6-month period, then the parties may continue seeking to resolve the dispute by use of any process, including litigation by trial.

- 9 Waiver and Severability. No waiver of any breach of any provision of this Agreement is a waiver of any other breach or of any other provision of this Agreement. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.
- 10 Cumulative Remedies. All rights and remedies granted under or referred to in this Agreement are cumulative and nonexclusive, and resort to one does not preclude the availability or applicability of another or to any other right or remedy provided by law.
- 11 Final Agreement; Modification by Razor. This Agreement contains the complete, final, and exclusive integrated agreement between the parties with respect to its subject matter. This Agreement supersedes all other prior agreements, written or oral, relating to such subject matter. At any time and from time to time, and without Rider's consent, Razor may unilaterally amend, modify, or change this Agreement, in its sole discretion and without any notice or cause. By continuing to use any Service after any amendment, modification, or change, Rider has agreed to be bound by all such amendments, modifications, and changes. Rider must carefully review this Agreement on a regular basis to maintain awareness of all amendments, modifications, and changes. Whenever a change is made to this Agreement, Razor shall provide an opportunity for You to explicitly assent prior to any changes to Razor's data practices, including uses of data collected under a prior policy.
- 12 Contract Interpretation. The headings in this Agreement do not affect the interpretation of this Agreement. "Or" is not to be exclusive in its meaning. "Including" means "including, but not limited to." Unless the context otherwise requires, words in the singular number or in the plural number shall each include the singular number or the plural number. All pronouns include the masculine, feminine, and neutral pronoun forms.

Attachment A-ES1.3



Attachment A-ES2.1, A-ES1.2

Razor's product development team has nearly **two decades of experience** in designing safe and reliable micromobility products. Our shared scooters have been custom-designed from the ground up to handle heavy daily use without incurring destabilizing wear-and-tear.

Razor pioneered the first seated dockless shared scooter in the micromobility industry over a year-and-a-half ago with the launch of the EcoSmart. EcoSmart scooter includes 36-volt lithium-ion battery packs that are compliant with Underwriter Laboratories requirements under UL 2271. Our shared scooters offer 16" pneumatic air tires to provide a smoother and more stable ride, a front basket to hold personal belongings without impacting the balance of the rider, as well as a 36-volt rear hub motor and a hand-operated rear disc brake that provides industry-leading stopping performance. The EcoSmart runs for 180+ minutes of ride time on a single charge (or, 30+ miles) and is GPS-tracked to provide location accuracy within 3-6 meters. Each scooter has a white LED headlight and red LED taillight with a visibility of at least 500 feet to ensure that riders and pedestrians are as safe as possible during evening operations. Our shared scooters are able to reach a maximum speed of 15 miles per hour; however, Razor is able to adjust and limit the maximum speed to meet the City's regulations through a speed governor. Uniquely, Razor's scooters also feature a sturdy center kickstand to significantly the decrease likelihood of tipped and fallen scooters.

- **Overall Dimensions**: 57.48" x 20.67" x 42.72"
- Weight:
 - o *EcoSmart*: 72 lbs.
- Wheels/Tires: one-piece alloy wheel with sealed, maintenance-free bearings; rubber pneumatic air tires; 16" x 2.125"
- Suspension: frame and pneumatic tire
- Brakes: disc brakes, mechanically operated with electrical cut-off, tamper-proof
- Deck: double-wide steel construction with powder-coating to prevent rust; 20.65" x 8.46"
- Maximum Load Capacity: 220 lbs.
- **Height:** 19.5"/495MM
- Front & Rear Lights: visibility of 600 ft.; stays illuminated for 90 seconds after the device has stopped
- Reflector: Front reflector on basket, side reflectors on each side of basket
- Battery: 36V / 12AH; lithium-ion cells (2 batteries for EcoSmart)
- Charger
 - o **Input**: AC100-240V, 50/60Hz, 3.0A
 - o **Output**: 42V, 3.0A
- **GPS Tracking:** All our devices are tracked by state-of-the-art GPSs that accurately report the location of our scooters to within a 16-foot radius, which is the highest US standard for civilian tolerance. The GPS location is fed into a proprietary internal operations app which is available on all our operations teams' company-issued phones. Transmission frequency on GPS is once every 5 seconds.
- **Motor**: 36V, 350W

- Basket: Aluminum basket affixed to front of T-bar and above front fender; capable hold over 50 lbs.; however, our recommended weight limit is 13.2 lbs.
- Throttle: Twist-grip, variable-speed throttle on right handlebar
- Handlebars: steel (Q195) with powder-coating to prevent rust; 16.3" wide
- **Kickstand**: center kickstand to significantly decrease likelihood of tipped and fallen scooters
- Audible Alert: Our scooters have a variety of audible alerts, such as "You've gone too far, let's turn around" when entering a geofence zone.
- Max Speed: 15 mph unless otherwise directed by city; capable of being reduced to 5 mph via geofence speed control
- Lockdown Capability: once a scooter is deemed to be damaged, unsafe, or stolen, they are automatically switched into an inoperable status until picked up and repaired by our mechanics
- **Identification Number:** Razor will have an identification number placed on the front of the Vehicle with a unique number in a font size no smaller than 100pt
- QR Code: unique 4-digit identification code between handlebars

Full Specification Sheet

Product Name	EcoSmart	
Product Image		
EAN	Variable	
Product Color	Red	

Handlebar Grip material	TPR		
Throttle type (twist-grip, thumb trigger, push button, push to start, etc.)	twist-grip on right handlebar		
Variable or Single speed?	Variable		
Handlebar Material	Steel (Q195)		
Handlebar width (in/mm)	19.9"/505MM		
Handlebar Height (in/mm)	19.5"/495MM		
Folding, non-folding?	Non-Folding		
Fork type	Metal Frame		
Fork material	Steel (Q235)		
Fork color	PMS186C matte finish		
Wheel material & color (i.e. pneumatic, urethane, flatfree)	One-piece alloy wheel with sealed, maintenance-free bearings; Rubber Pneumatic Tires		
Wheel Hub Material & Color	Front: AL Rear: AL		
Wheel size	Front:16"x2.125" Rear:16"x2.125"		
Deck Type	AL +Rubber Deck Assembly		
Deck Material	AL		
Deck Length (in/mm)	20.65in (524.5 mm)		
Deck Width (in/mm)	8.46 in (215 mm)		
Seat	Yes		

Kickstand			
Frame material	Steel (Q235)		
Frame color	PMS Black 6C matte finish		
Brake type & material	Rear-wheel disc brake (metal); mechanically operated by hand on left handlebar; electrical cut-off; tamper-proof:		
Head Tube Angle	77degree		

Front: white LED with 600' visibility Rear: red LED with 600' visibility





Lights

Reflectors	Front: 200' visibility Side (2): 200' visibility
Basket	Aluminum basket affixed to front of T-bar and above front fender; 13.2lbs maximum cargo load
Bell	Standard bicycle bell on the left handlebar between the handbrake and the QR code/headlight:



GPS

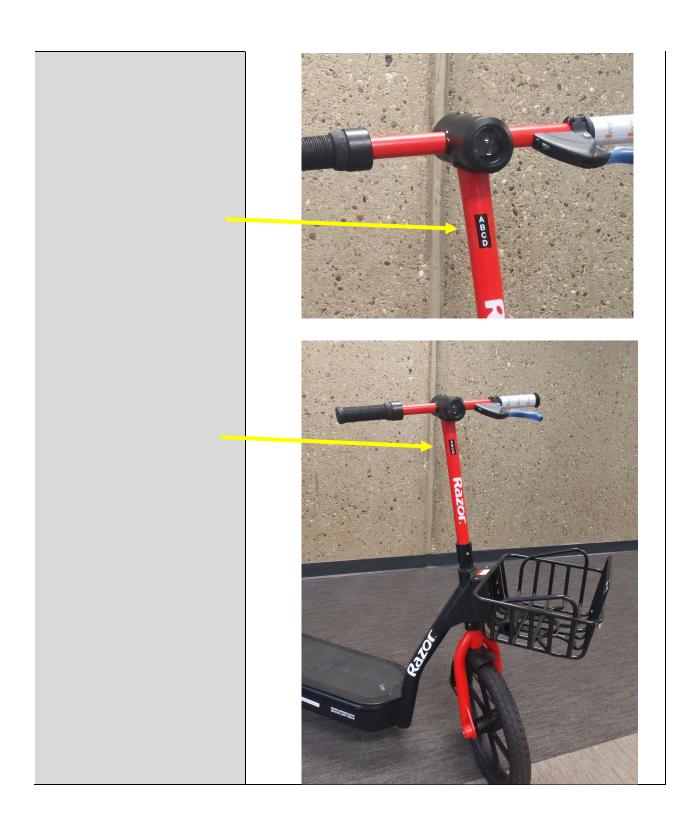
Real-time location data with accuracy of 3-6 meters

1. Center of handlebar above the QR code, facing rider:

Unique identification



2. On the "stem" below the headlight, facing forward in the direction of travel, in **24-point font**. This location allows for easy identification by the general public (akin to a license plate):

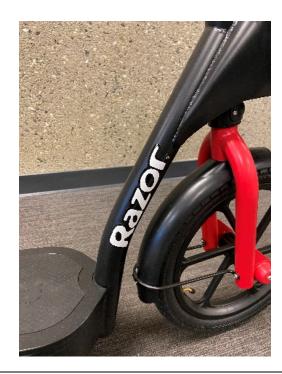


- 1. Left side of black front frame bar
- 2. Right side of black front frame bar3. Front of red T-bar





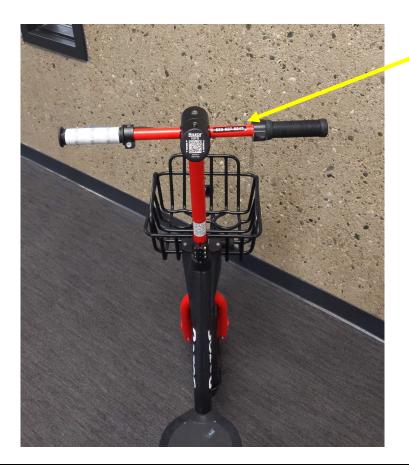
Branding



Customer Service phone number is located on the handlebar, directly to the right of the QR code and Razor logo, in **24-point font** (second picture on following page):

Contact information





Warning label is on the "stem" directly below the center of the handlebar, so as to face the user while the device is being operated (our Sacramento label is used as an example below; language in the label is fully customizable):

Warning label

A.
Color References
PMS Black C,
PMS 021 C,
White

Material

Clear Vinyl with White Underprint, Water/Weather resistant

Size

38 x 79 mm

AWARNING

- Sidewalk riding is prohibited
- Devices must be parked at bike racks or city drop zones.
- Violations may result in fines and suspension

SACRAMENTO

"Decal A"



Motor Info (Wattage, etc.)	36 V, 350 W
Motor Brand, Model Number	XINAOMA:36V350W
Charger Info (input, output, frequency, etc.)	Input: AC100-240V 50/60HZ 3.0A Output: 42V-3.0A
Charger Brand, Model Number	FUYUANDIAN: FY1504203000
Battery Info (Hz, Amp, Volts, quantity, etc.)	36V /12AH FUJIAN SCUD Lithium-ion cells
Battery Brand, Model Number	RZ3612
Maximum Speed (mph/kph)	15mph (24.1km/h)
Charge Time	4 hours
Run Time	90 minutes
Maximum Rider Weight	220lb
Minimum Rider Age	18+

Assembled Product Weight	23.02kg / 50.64lb	
Assembled Product Dimensions	146cm x 52.5cm x 116.5cm 57.48" x 20.67" x 42.72"	
MATERIALS BREAKDOWN		

<u>Material</u>	Weight (kg)	<u>Percentage</u>	
Steel	12.81 kg	55.65%	
Aluminum	5.9 kg	25.63%	
Copper	3.6 kg	15.64%	
Rubber	2.27 kg	9.86%	
Plastic	0.71 kg	3.08%	

ES1.2(c)8: PHOTOS OF BRAKE LEVELS AND EXPOSED BRAKE/CABLE HOUSING











- 1. Razor has historically been committed to underserved and lower-opportunity neighborhoods in all our operating markets. We will maintain a 15% fleet allocation at all times in City-defined EJC focus areas.
- 2. To help allay the transportation difficulties and general disruptions of the closure of the West Seattle Bridge, we will maintain a 20% fleet allocation at all times in the "West Seattle Transit Zone" a defined operating area including all the Northern peninsula of West Seattle, the majority of SoDo to include the Light Rail Station, and the immediate area around the Seattle Ferry Terminal.
- 3. For the remainder of our fleet (capped at 65% total allocation), we will likely focus on a Core Focus Area delineated in MAP-A.
- 4. Minimum fleet allocation of 500 scooters can be achieved within 2 days of initial launch. Razor's general pace of new scooter deployment is 30 additional scooters per hour, which can be increased or decreased depending on City requirements or requests.

Deployment Phasing and Allocation – MAP A

Core Focus Area

Deploy and maintain

325 units (65% of fleet)

500 unit Fleet:

within 2 days of program launch

2,000 unit Fleet: Deploy and maintain

1300 units (65% of fleet) within 8 days of

Deploy and maintain 100 units (20% of fleet)

2,000 unit Fleet:

within 2 days of

program launch

Deploy and maintain

400 units (20% of fleet)

launch

within 1 day of program

program launch

Northern Equity Focus Area 500 unit Fleet: Deploy and maintain 25 units (5% of fleet) within 1 day of program launch 2.000 unit Fleet: Deploy and maintain **100 units** (5% of fleet) within 1 day of program launch **Central Equity Focus Area** 500 unit Fleet: Deploy and maintain 25 units (5% of fleet) within 1 day of program launch 2,000 unit Fleet: Deploy and maintain **100 units** (5% of fleet) **West Seattle Transit Zone** within 1 day of program launch W. Seattle Discount Zone **Southern Equity Focus Area** 500 unit Fleet: Deploy and maintain 25 units (5% of fleet) within 1 day of program launch 2,000 unit Fleet: Deploy and maintain **100 units** (5% of fleet)

Fleet Size	Equity Areas	West Seattle Transit Area	Core Focus Area	
500	75 / 15%	100 / 20%	325 / 65%	
2,000	300 / 75%	400 / 20%	1,300 / 65%	

within 1 day of program

launch

West Seattle Bridge Closure Plan

- 1. Razor recognizes the difficulty faced by the citizens of Seattle with the pending closure of the West Seattle bridge. We fundamentally believe that our dockless vehicle solution can help alleviate the problems caused by the bridge closure in a sustainable, convenient, and accessible manner.
- 2. We would like to commit a significant portion of our fleet to facilitating travel from West Seattle across the Duwamish Waterway and onward towards locations in SoDo, Downtown, or the Industrial District. Additionally, we will utilize our GPS capabilities to significantly discount travel in and out of West Seattle at a rate of 50% off normal pricing. With a price point cheaper than Water-taxi or vehicle-based rideshare, our seated EcoSmart can help the broadest-section of citizens safely transit off most locations in West Seattle and arrive as far as Pioneer square in under 20 minutes.
- 3. We propose to accomplish this by staging and keeping available large numbers of scooters in key locations (Map A) and utilizing Seattle's well-established bike routes—particularly the Spokane Street "Low Bridge"—as a primary crossing. These scooters will be constantly monitored and serviced to offer peak availability for likely commuter traffic flows based on our swappable-battery technology, analytic software, and a 24/7 full-time employee operations team.
- **4.** We will work collaboratively and iteratively with the City of Seattle on merging traffic patterns, aiming to have Scooters no more than a 10-minute walk away from most residents of West Seattle and concentrated in the Junction neighborhoods, the Western terminus of the Bridge (Avalon/Harbor/Spokane intersection), the Eastern terminus (Spokane/Marginal Way), SoDo station, the Harbor St. Ferry terminal, and the Seattle Ferry terminal.

West Seattle Bridge Closure Plan - MAP B



Distance & Estimated Time Chart

	Junction /	Harbor Ave				Pioneer SQ /
	California Ave	Terminal	West Crossing	East Crossing	SoDo Station	Ferry
Junction / California Ave		2.8 mi / 18 min	2.2 mi / 14 min	2.9 mi / 19 min	4.2 mi / 28 min	5 mi / 33 min
Harbor Ave Terminal	2.8 mi / 18 min		2.1 mi / 14 min	2.8 mi / 18 min	4.1 mi / 27 min	4.9 mi / 32 min
West Crossing	2.2 mi / 14 min	2.1 mi / 14 min		0.7 mi / 4 min	2 mi / 13 min	2.8 mi / 18 min
East Crossing	2.9 mi / 19 min	2.8 mi / 18 min	0.7 mi / 4 min		1.3 / 8 min	2.1 mi / 13 min
SoDo Station	4.2 mi / 28 min	4.1 mi / 27 min	2 mi / 13 min	1.3 / 8 min		3.4 mi / 20 min
Pioneer SQ / Ferry	5 mi / 33 min	4.9 mi / 32 min	2.8 mi / 18 min	2.1 mi / 13 min	3.4 mi / 20 min	

Razor Share is operational 24 hours per day, 7 days per week, 365 days per year, including its customer service phone and chat operations. Field support personnel, both for customer service response and fleet rebalancing and maintenance, will be present throughout the City of Seattle during all hours.

Users and non-users can submit complaints and report issues to us in a variety of ways. They can chat with us through our mobile app, call our customer service line at (833) LAST-MILE, or email us at sharesupport@razorusa.com. The 24/7 customer service line is prominently displayed on our scooters to allow non-users to easily and immediately contact us. Through all of these channels, individuals can highlight maintenance needs, report improperly parked scooters, and provide general feedback on the operations of our ride-share program. Razor responds to all complaints and feedback in real-time, and we are committed to remedying reports of inoperable or broken scooters within two hours of the report. Reports that come through our customer service channels or City 311 requests are forwarded directly to the field associate in closest geographical proximity to a reported scooter.





- Company Address: 12723 166th Street, Cerritos, CA 90703
- Company Email Address: <u>bcheung@razorusa.com</u>
- Seattle General Manager: Paul Vidal; pvidal@razorusa.com; (424) 390-2400
- **Policy Development Contact Person:** Brandon Cheung, <u>bcheung@razorusa.com</u>; (562) 345-6042
- Local Fleet Operations Manager: Not yet hired/assigned
- Data Collection and Reporting Contact Person: Not yet hired/assigned
- Programming or Equity Contact Person: Not yet hired/assigned

As part of our ongoing efforts to expand accessibility to new mobility options, we offer a cash-based program to any interested rider with or without a smartphone. By offering scooters from a central distribution facility in Seattle, Razor will allow riders to pay in cash to rent a scooter for any fixed period of time. There are no eligibility requirements to utilize Razor's cash payment option, so any rider may exercise this option by visiting this address. Upon arrival, riders submit upfront payment under our normal riding fares to rent a scooter for any time period of their choosing. Riders may then end their ride at any approved serviced area within Seattle.

In addition, Razor's mobile application currently accepts the broadest possible range of payment options in the PCI industry – all forms of card payment, including any form of prepaid debit card. These cards can be purchased with cash in hundreds of locations, including at most convenience stores, throughout the Seattle area. Users can add and change their payment information in our mobile application an unlimited number of times.

In addition, Razor provides a text-to-ride option for any non-smartphone users – there is no means-based eligibility factor. In order to utilize this option, users will first create an online account to verify their driver's license and agree to Razor's Terms & Conditions. Then, the user will be provided with a unique, individualized code. In order to unlock a scooter and begin a ride, the user will simply text the code and the scooter's visible ID number to the phone number provided during the registration process.

All of the payment options above have been successfully introduced and utilized by active customers in all of Razor's current operating markets, including:

Location	Duration		
Long Beach, CA	July 2018 - Current		
Tempe, AZ	September 2018 - Current		
Denver, CO	September 2018 - Current		
San Antonio, TX	October 2018 - Current		
Scottsdale, AZ	December 2018 - Current		
Alamo Heights, TX	June 2019 - Current		
Portland, OR	June 2019 - Current		
Washington, DC	August 2019 - Current		
Tucson, AZ	August 2019 - Current		
Salt Lake City, UT	September 2019 - Current		
Arlington, VA	November 2019 - Current		
San Jose, CA	January 2020 - Current		
Mesa, AZ	February 2020 - Current		
Alexandria, VA	February 2020 - Current		
Orlando, FL	May 2020 – Current		

As part of its regular programming, Razor will hold multiple pop-up educational events inviting residents, city staff, and Seattle organizations to test out our scooters. Attendees receive a complimentary helmet after signing up for an account on our mobile application. At these events, Razor staff provide information, show videos, and offer training demonstrations on safe riding and parking procedures, while also creating safe areas where attendees can practice riding. Topics discussed in these demonstrations include "rules of the road", familiarization with Seattle and Washington requirements (no sidewalks riding, helmet use, proper parking behavior, etc.), and city and ADA-compliant parking when the ride is finished. We will also provide assistance in signing up for our discount pricing, non-smartphone payment, and cash-based payment options.

Razor will also make available a complimentary helmet to any individual—be it a Razor customer or member of the Seattle general public—who requests one. Furthermore, Razor will advertise our complimentary helmet program in our Razor Share app. Any individual need only contact our customer service team through one of the following channels:

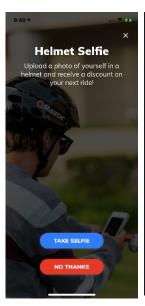
• Email: <u>sharesupport@razorusa.com</u>

• Phone: (833) LAST-MILE

• App: Chat function in the Razor Share app

Once a Customer Service Representative confirms the request for a helmet, our Shipping & Receiving team based in our Cerritos Headquarters warehouse will ship a Razor-branded helmet to the individual on the same day.

Razor piloted a "helmet selfie" program in our Tucson, Arizona market as a means of ensuring that all customers wore helmets while riding, in compliance with local regulations. Razor will deploy this in-app "Helmet Selfie" technology (shown on the right) in Seattle. Like in Tucson, riders will be offered a \$1.00 discount on future rides for submitting a photo of themselves wearing a helmet. Fraudulent, duplicate, or noncompliant photos are rejected with a nearly 100% success rate based on an analysis of image content and date/time metadata for each photo submitted.







Share Scooter - Seattle - Additional Product Warning Decal (1 of 1)

Product Name: Share Scooter - Seattle Item No: File Date: 07/24/2020

DIE LINES - DO NOT PRINT PMS Black 6 C PMS 021 C PMS White

A. Decal Color References PMS Black C, PMS 021 C, White

Material

Clear Vinyl with White Underprint, Water/Weather resistant

Size 38 x 65 mm



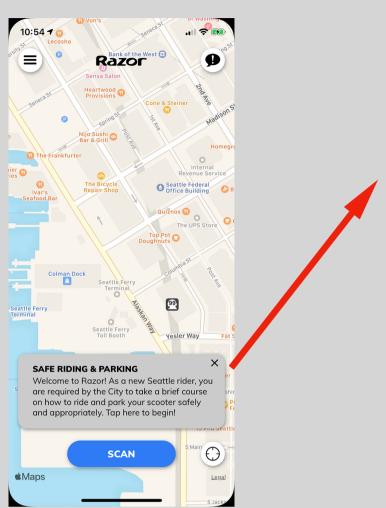


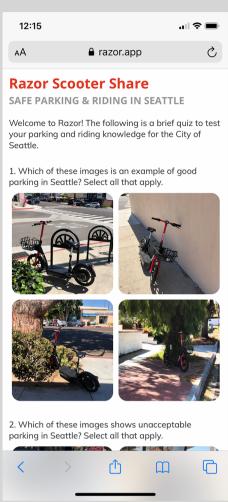
Please place decal A directly above the Unit Sticker



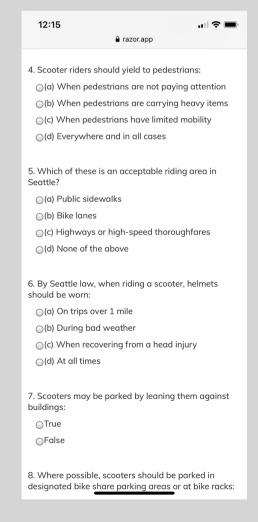
DIELINE DOES NOT PRINT! DIE CUT TO SUPPLIED DIELINE.

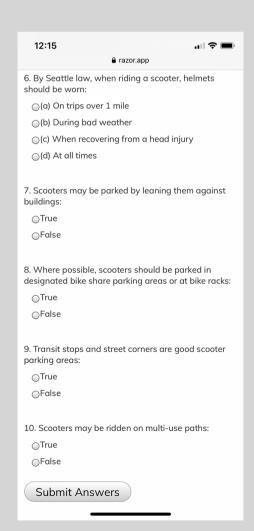
Seattle Safe Parking & Riding Education (English)



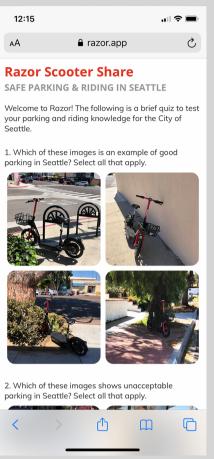








Seattle Safe Parking & Riding Education (Multilingual)



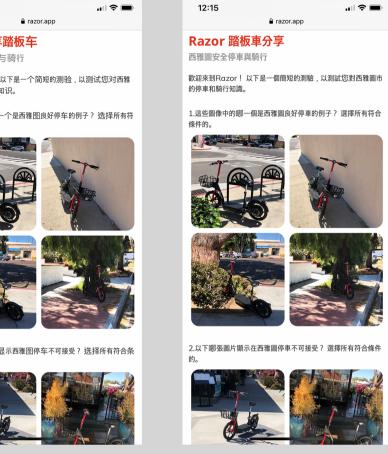






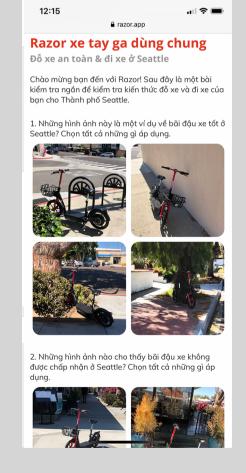


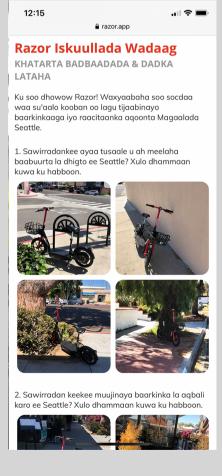
Chinese (Simplified)



Chinese (Traditional)









Tagalog Korean Vietnamese Somali

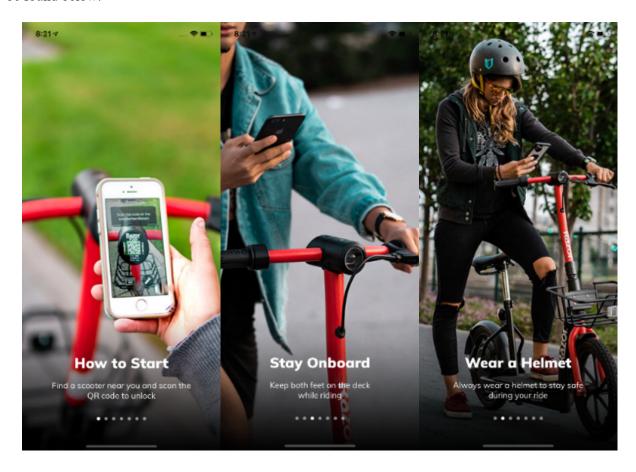
Attachment A-O12

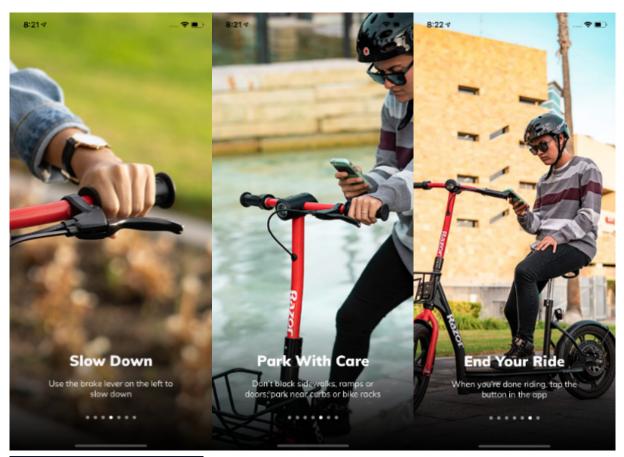
Mobile Application Safety Messaging. In addition to the safety messaging shown on all of our scooters, Razor displays interactive education modules during user registration to remind our users to ride and park responsibly. We also show users a list of applicable local laws governing the use of our shared scooters *before every ride*. Razor has utilized interactive education modules since our shared scooter program's inception over one year ago, when many local pilot programs did not require such modules.

To improve safety and promote further rider education, our mobile app includes the following features:

- Riders are reminded to always wear a helmet while riding
- All riders must agree to terms of use that describe standards of riding behavior, as well as
 acknowledging that violating these standards can result in warnings, fines, or account
 suspension.
- All riders view a tutorial on how to ride, where to park, and helmet safety prior to their first ride, and positively affirm that they understand the information that has been provided to them.
- At the start of every ride, riders are shown local regulations on how to ride properly, including reminders to yield to pedestrians and stay off the sidewalk, as well as where and how to park.

Images from Razor's interactive rider education tutorial, which occurs at the time of rider registration, can be found below:

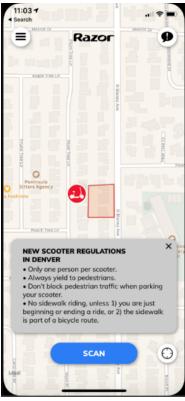






In addition, at the start of every ride, our mobile application displays a screen with the specific local and state regulations that apply to riders in that area. This screen will be customized to comply with the City of Seattle's most up-to-date dockless scooter regulations, as shown on the left.

Razor has the ability to send in-app banner notifications to all Seattle users in real-time. These notifications could include any changes in local regulations, reminders of current regulations that are not being adequately followed, upcoming safety workshop or community event dates, and the establishment of temporary geofences during special events. Please see right for an example of an in-app banner notification that has been previously sent to users in the City of Denver.



Razor also intends on distributing educational fliers at its community engagement events and to partner organizations in Seattle, customized to contain information pertinent to local regulations. Please see below for an education flier we distributed thousands of copies of in Tucson, particularly through our partnership with the University of Arizona:



Attachment A-O13

Razor's Seattle Scooter Share Advisory Board

Razor will invite a diverse group of culturally-based organizations to engage in Razor's Seattle Scooter Share Advisory Board with the objective of further expanding our outreach to the City's Environmental Justice Communities. Razor has identified several organizations in the Seattle area, but will also seek the input of the City on any organizations they feel should be included. These Seattle-based organizations include: Downtown Transportation Alliance, Downtown Seattle Association, Commute Seattle, Greater Seattle Business Association, Urban League of Metropolitan Seattle, Bike Works, Transportation Choices Coalition, and Smarter Transit.

It is our hope that this board will serve as a mechanism through which Seattle's diverse community stakeholders can share their thoughts on how we can tailor our shared scooter service to address their needs. We hope to incorporate the stakeholder feedback we generate through this advisory board on an ongoing basis and ensure that all of Seattle's residents—particularly those who belong to the low-income community, communities of color, and other historically marginalized communities—are better served by shared scooters. Should Razor be accepted into Seattle's program, this advisory board will play a key role in shaping how we operate in the City.

Razor Community Pop-Up Events As part of its regular programming, Razor will hold multiple pop-up educational events inviting residents, city staff, and Seattle organizations to test out our scooters. Attendees can also receive a complimentary helmet after signing up for an account on our mobile application. At these events, Razor staff provide information, show videos, and offer training demonstrations on safe riding and parking procedures, while also creating safe areas where attendees can practice riding. Topics discussed in these demonstrations include "rules of the road", familiarization with Seattle and Washington State requirements (no sidewalks riding, helmet use, proper parking behavior, etc.), and city and ADA-compliant parking when the ride is finished.

We will also provide assistance in signing up for our non-smartphone payment and cashbased payment options. Finally, will use these events to aggressively promote our affordability program through the distribution of informational fliers (see image on the right).



We have also collaborated with relevant government agencies to promote equity-based programs. For example, Razor successfully conducted a half-dozen community engagement pop-ups at public affordable housing complexes in Portland, in cooperation with the Portland Housing Bureau. Similarly successful partnerships with local government agencies have occurred in Tempe, AZ;

Washington, D.C.; and San Jose, CA. These pop-ups yielded <u>hundreds</u> of successful new registrations in our affordability program, and were a tangible representation of Razor's commitment to partnering with on-the-ground stakeholders to further our transit equity goals.

Community Engagement Staffing Plan

Each member of Razor's Government Relations team has an extensive background in community relations and constituent services. As such, a Government Relations representative will be in attendance at every outreach event in addition to hired Public Affairs consultants who specialize in cultural and community outreach.

Culturally Sensitive Marketing Plan

One-size doesn't fit all, and at Razor, we acknowledge and celebrate the various cultures and differences that make Seattle, like all of our markets, so unique. Currently, Razor is already engaged in culturally sensitive marketing. For instance, every June, Razor celebrates Pride Month by rebranding our mobile application and wrapping all our scooters nationwide with rainbow artwork, as shown below:





Partner-Ready Programs

Local Hiring

Local job creation is important to Razor, which is why we solicit input and advice from long-time community leaders who inform us on how best to provide valuable jobs targeted towards underserved segments within the community. Razor will participate in job fairs held throughout the City in various neighborhoods in order to recruit those who are the makeup of the very communities they will serve.

Community Based Organizations

Razor will work with the members of its Seattle Scooter Share Advisory Board, as previously listed, who represent a diverse array of organizations, including many service and non-profit organizations. In addition to Razor's general promotions, Razor will work with these organizations to directly promote our affordability plan to their respective members, such as through the organizations' current email contact lists and social media channels. We are open to further suggestions from these organizations on how we can maximize distribution of these promotions and the visibility of these programs.

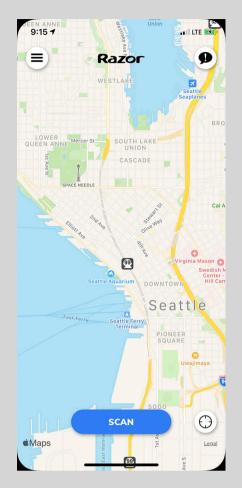
Razor's Free Rider Safety Courses

Should Razor be accepted into Seattle permit program, we will **commit to offering monthly free rider safety courses open to all current and prospective Seattle users**, which will focus on instructing Razor customers on how to safely and respectfully ride our scooters, and **which will specifically target underserved communities**. At these complimentary in-person classes, we will explain the various rules of the road governing dockless vehicles in Seattle and allow first-time users the opportunity to get accustomed to our scooters in a safer, more comfortable environment. We will reach out to and partner with local community advocacy groups to ensure that these courses are tailored to the residents and community needs of Seattle.

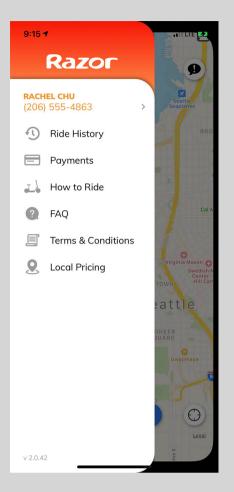
Local Small Business

Razor will partner with local businesses to offer mutual pricing incentives to our riders to visit local shops and restaurants—particularly small businesses that are owned by women, members of communities of color, the LGBTQ community, and other disadvantaged or underserved communities. We have already implemented such partnerships with minority-owned businesses in multiple current markets, including Long Beach, CA; Portland, OR; and San Antonio, TX. Furthermore, we will work with local minority-owned businesses to strategically deploy our scooters in a way that incentivizes start and end trips in their vicinity, thereby creating greater visibility and foot traffic.

App Screens (English)



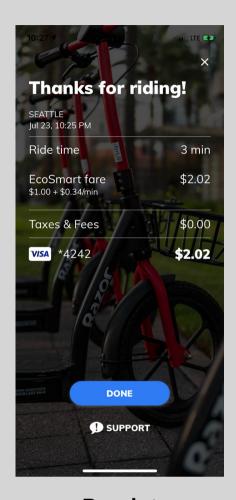
Scooter map



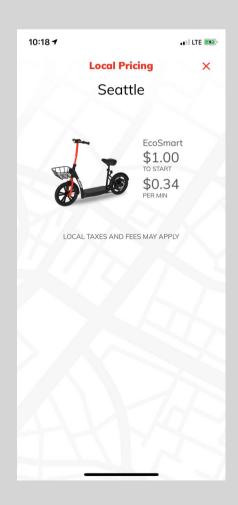
Main menu



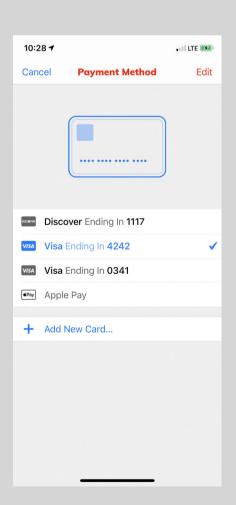
QR scanner



Receipt



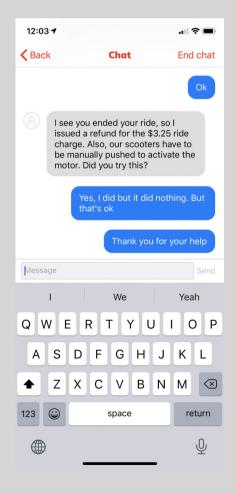
Pricing screen



Payments



Tutorial (sample)

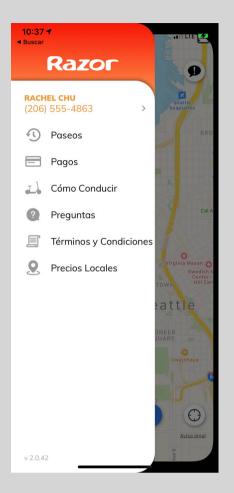


Customer support

App Screens (Spanish)



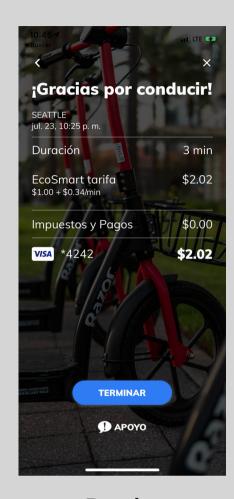
Scooter map



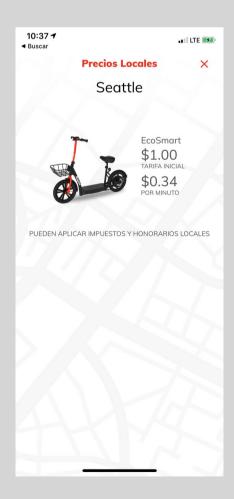
Main menu



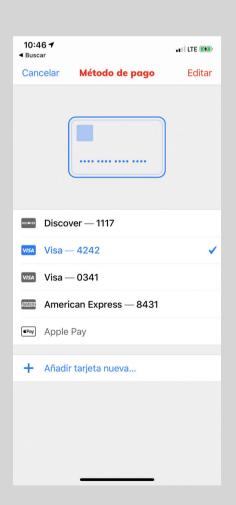
QR scanner



Receipt



Pricing screen



Payments



Tutorial (sample)



Customer support

App Screens (Simplified Chinese)



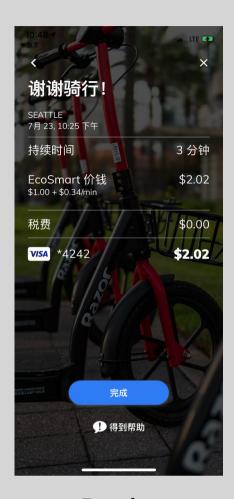
Scooter map



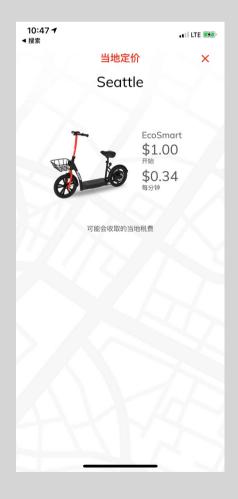
Main menu



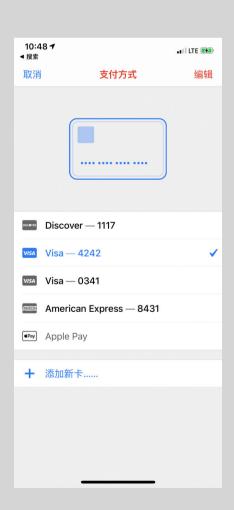
QR scanner



Receipt



Pricing screen



Payments



Tutorial (sample)



Customer support

App Screens (Traditional Chinese)



Scooter map



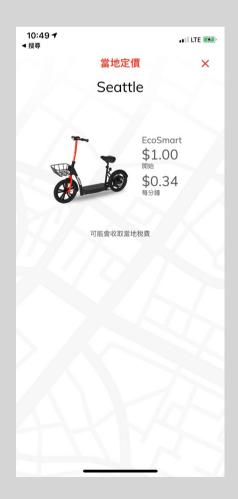
Main menu



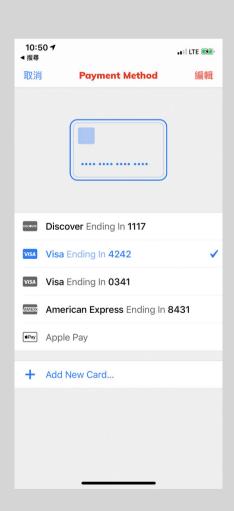
QR scanner



Receipt



Pricing screen



Payments



Tutorial (sample)

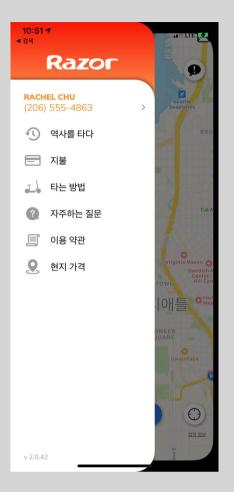


Customer service

App Screens (Korean)



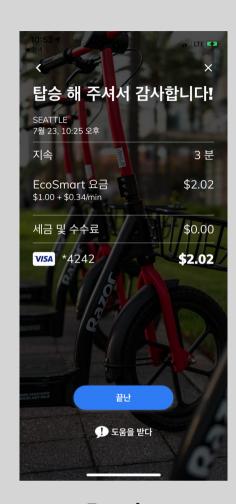
Scooter map



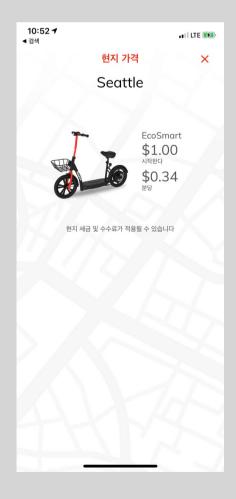
Main menu



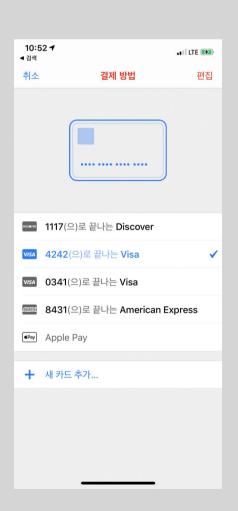
QR scanner



Receipt



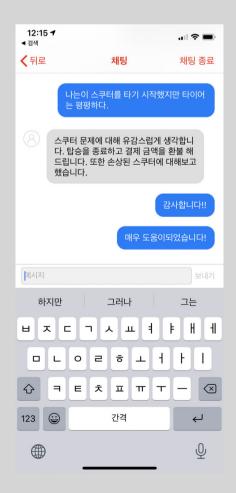
Pricing screen



Payments

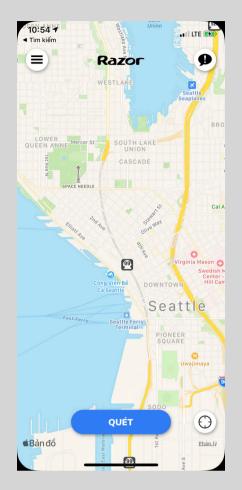


Tutorial (sample)

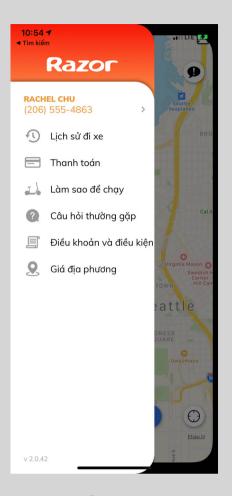


Customer service

App Screens (Vietnamese)



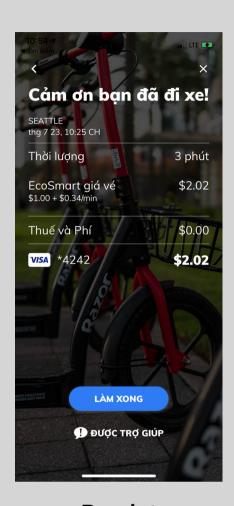
Scooter map



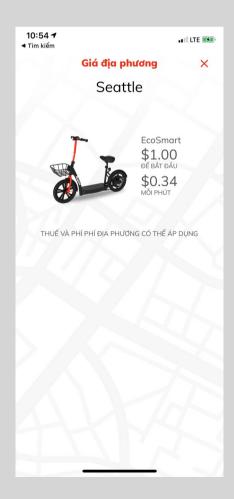
Main menu



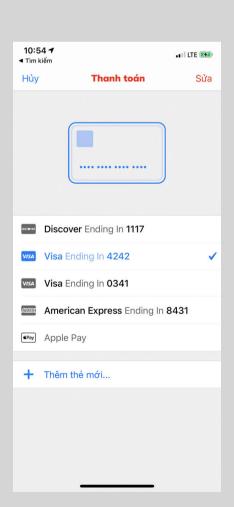
QR scanner



Receipt



Pricing screen



Payments

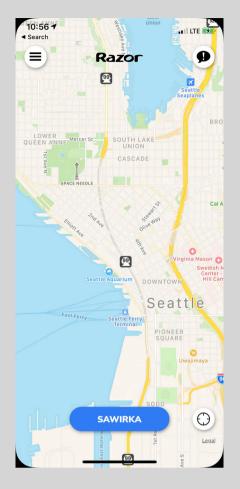


Tutorial (sample)

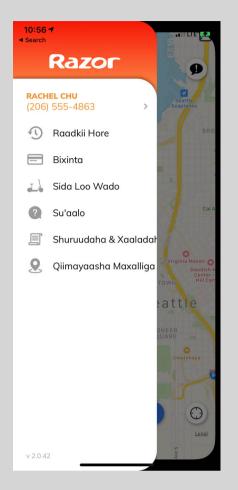


Customer service

App Screens (Somali)



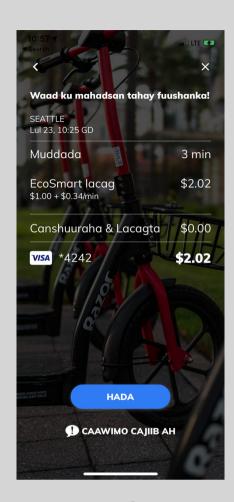
Scooter map



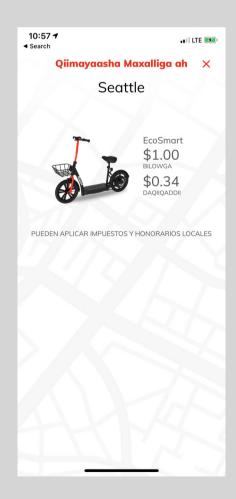
Main menu



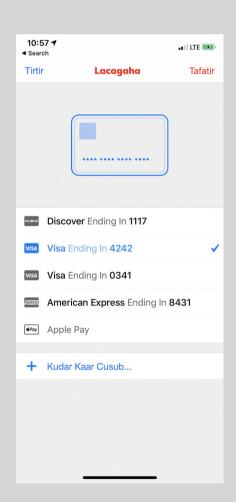
QR scanner



Receipt



Pricing screen



Payments

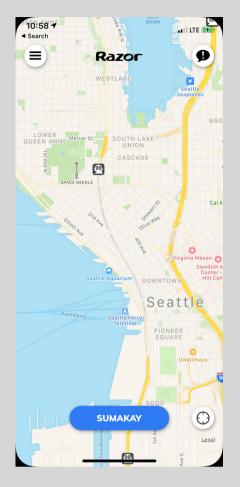


Tutorial (sample)

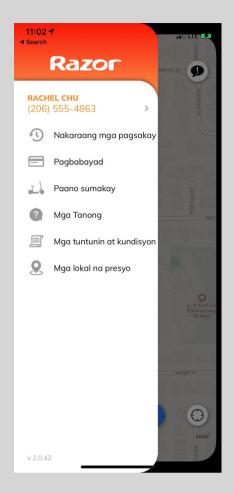


Customer service

App Screens (Tagalog)



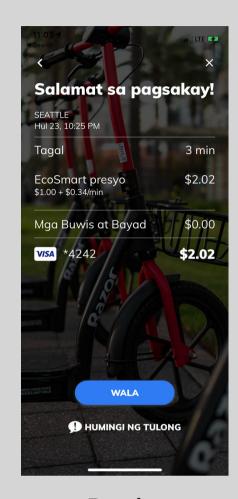
Scooter map



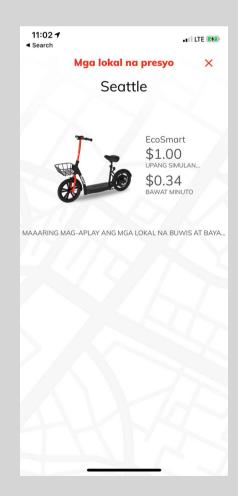
Main menu



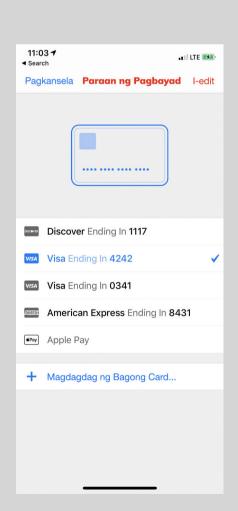
QR scanner



Receipt



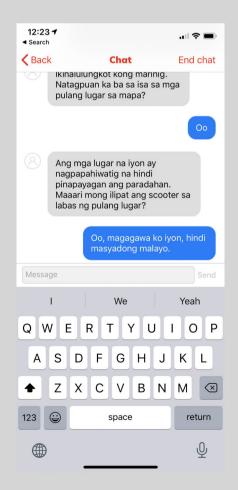
Pricing screen



Payments



Tutorial (sample)



Customer service

Attachment A-O15

Razor proposes the following additionnal equity-based programs, all of which are offered in its current markets (in applicable forms):

- 1 Free Ride coupon for each new low-income account registrant, to encourage trial of our service.
- 3 Free Ride coupons for **any public transit fareholder**, including one-time or recurring customers on Sound Transit, Community Transit, Everett Transit, King County Metro, Kitsap Transit, Pierce Transit, Seattle Street Car, Seattle Monorail, the King County Water Taxi, and Washington State Ferries.
- Permanent access to Razor's Transit Rider Program (50% price reduction) for all **ORCA** card holders to encourage cross-ridership and public transit integration.
- 3 Free Ride coupons + permanent access to Razor's Transit Rider Program for any essential worker per our Essential Workers' Program, as introduced by Razor during COVID-19, beginning in March 2020.
- Razor's standard CARE Program at a 50% discount for seniors 65+ and individuals with disabilities.
- Razor's standard HEROES Program at a 50% discount for veterans and active-duty military personnel.

Razor will aggressively promote each of these programs on all of its social media channels and through banner notifications in our app. We also plan on promoting these in-person community engagement events when the COVID-19 pandemic subsides and it is safe to do conduct such events again.

Razor has consistently partnered with local organizations and relevant stakeholders in formulating equity programs that have best served the needs of the communities we serve. Many of these groups have provided helpful feedback on what is working and not working with shared scooter services in our operating markets. For example, in our Washington, D.C. market, Razor has engaged with numerous Business Improvement Districts (BID) and Community Improvement Districts (CID) to customize our deployment and operational plans based on the concerns and preferences of their unique business and residential communities—particularly in communities that have traditionally been labeled "transit deserts." We also provided them with educational resources to ensure that their communities were aware of Razor's customer service contact information, equity programs, complimentary helmet deliveries, on-demand geofencing capabilities, local rules of the road, and safety and demonstration events in their area.

In D.C., Razor has also engaged with numerous other organizations in Washington, D.C. in developing its equity outreach strategy, including Greater Greater Washington, Greater Washington Partnership, Go DC Go, Washington Area Bicyclist Association, Bicycle Advisory Council, League of American Bicyclists, and Potomac Pedalers. These partnerships yielded many of the equity-based programs that are listed above, including Razor's Transit Rider Program. Razor intends on collaborating with similar organizations in Seattle, as listed and described in greater detail in Attachment A-O13.

COVID-19 Field Operations SOP - v1.0 Rev. 3/11/20

Process Owner: P.E. Vidal



Enclosure: (Field Operations, CleaningMaterials)

- 1. To minimize the exposure of our employees and customers to COVID-19 viral illnesses, we will adopt *Disinfection Procedures* for all field and maintenance personnel until specifically rescinded by the Director of Operations.
- 2. The goal of these procedures is to *disinfect* the surfaces of our units most likely to come in contact with the hands of our riders. (The primary method of transmission would involve hand to face transmission from a contaminated surface).
- 3. To be well adopted, the process must be very simple, very effective, and easily supported with "off the shelf" items that are easily replenished.
- 4. All field personnel, when swapping a battery, rebalancing a scooter, collecting or deploying a scooter in our vans, or being within a visible distance of any other nearby scooter, will do a "20 second wipe down" of the handlebar area and seat with a bleach-solution from a terry cloth or equivalent towel (see field operations enclosure)
- 5. Each time field personnel enter a van (or move), they will wash their hands with soap and water provided. Do not wash your hands with bleach solution
- 6. These field personnel instructions shall be printed and posted in the warehouse, vans, and verbally verified with all employees by the manager.
- 7. The following equipment shall be procured locally by the manager and carried in the van / crate of EVERY field employee, no exceptions (see cleaning materials encl.):
 - A. "Squirt Bottle" with 1:50 bleach-water solution (for cleaning scooters)
 - B. "Squirt Bottle" with 1:5 hand soap-water solution (for washing hands)
 - C. Several "terry towels" or adequate "rags" (for wiping with bleach solution)
- 8. All units leaving the warehouse will first get a "soap and water" cleaning of the deck, frame and handlebars
- 9. In event of supply shortage, please reference enclosure B for acceptable disinfectant agents. DO NOT substitute common house cleaners (Mr. Clean, Windex, etc). For bleach
- 10. To the best and safest extent possible, preserve some of our terry-cloth towels for repeated use (potentially a shortage item). They can be laundered or cleaned with hot water and bleach).
- 11. This SOP will be updated with good feedback, but will not be cancelled until specifically ordered by Director of Operations.

COVID-19 FIELD OPERATIONS

Version 1.0 3/12/20



For every Scooter you swap, rebalance, collect, deploy, or can walk to within a visible distance – we clean with BLEACH on a rag



20-second wipedown of the handlebar area

Quick wipe of the seat



"Over and under"

"Left to Right"

"3 inches down the bar"

"Don't forget the break"

"If it isn't damp, it isn't clean"



Bring a bleach bottle and apply to the rag, not to the scooter



Bring a soap bottle – and wash your hands after each task

COVID-19 CLEANING MATERIALS

Version 1.0 3/12/20



All field personnel will have in their van or crate:

- one Bleach spray bottle
- one hand soap bottle
- enough rags to do the job

Bleach Solution



- Any general-purpose bleach works (2-6% concentration)
- Mix with water to a 1:50 concentration (3-4 caps per squirt bottle)
- Apply to cotton rag until damp
- Store as needed 1 squirt bottle lasts several days
- Do not use to "clean you hands"
- Will kill virus on contact
- Take care not to spray on clothes
- If no bleach available, reference approved substitute list

Hand Washing Solution



- Any liquid hand soap is acceptable
- Mix in squirtbottle with water in 1:5 concentration
- Mush wash for ~20 seconds to kill viruses
- More effective than sanitizer

Bottles and towels



- Look for rugged, "chemically resistant" squirt bottles
- Clearly label "bleach" or "soap"
- Highly preferable to use cotton "work cloths" over paper-based material
- Rags can be re-used and washed as needed



Attachment A-P1

Razor's operations are conducted on a 24-hour per day basis by local employees and managers—all of whom are residents in the Seattle metropolitan area. In all cities that we have operated in, we have committed to hiring 100% locally. Since launching its shared scooter business, Razor has never used "gig economy" or third-party contract workers for any aspect of its Share operations in any market. We believe that a safe, reliable, and efficient operation can only be achieved with in-house employees, and we remain committed to keeping our labor entirely employee-based for all operations tasks. The primary tasks of our operations team are to rebalance, recharge, monitor, and maintain our fleet of scooters while fully complying with City regulations.

All employees are screened and interviewed before entering a two-week "probationary" and training phase. This training period requires that probationary work be performed alongside an experienced associate or manager. During that time, they adhere to a pre-planned weekly schedule and are trained and evaluated under Razor's internal human resources standards. A key part of this training involves understanding the specific requirements of Seattle's deployment and parking rules, as well as general safety guidelines, Americans with Disabilities Act (ADA) compliance mandates, safe driving instruction, Occupational Safety and Health Administration (OSHA) regulations, and basic reporting procedures.

On a weekly basis, all employees will be required to read and confirm Seattle's deployment and parking rules. For example, Razor employees are trained to deploy all scooters in the upright position and to proactively upright all tipped or improperly parked scooters that they may encounter throughout their shifts. They are also trained to only deploy scooters at pre-approved locations specified in our internal operations app that are regularly monitored and modified by our local Operations Manager. Sensitive areas are also highlighted in our mobile operations app, so that they remain keenly aware of where our scooters should and should not be. Furthermore, our local manager is responsible for evaluating the locations of all scooters in the fleet on a regular basis throughout the day to ensure they remain deployed in accordance with local regulations.

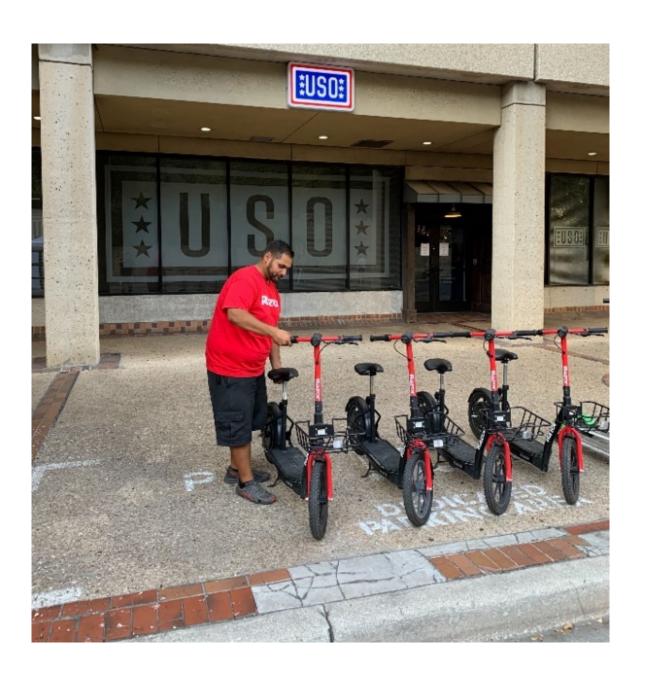
To assist them in the full execution of their responsibilities, every Razor employee is issued a company iPhone with this digital map, an accurate geographic tracking system for all employees working on a shift, and effective two-way communications tools. Our Operations Manager or Shift Leads also have the ability to immediately dispatch labor to remedy reports of an improperly parked or damaged scooter, which usually come through our own customer service channels or through City enforcement officials. Razor employees utilize company vehicles to retrieve damaged scooters and rebalance scooters. Currently, Razor's vehicle fleet is comprised of 2020 Ford E150 transit vans.

Our operations team in Seattle, for a fleet of 500 scooters, will include approximately 20 local employees who work for Razor as their primary full-time job. This team is led by an Operations Manager, who will be assisted by his full-time operations and support personnel in a variety of roles. Razor will maintain this staffing-to-fleet ratio upon any permitted increase

in our fleet size. As Razor conducts 24-hour operations to support our business, we schedule and execute our operations with the following types of employees:

- Fleet Associates: Razor's primary role for servicing, collecting, and repairing our fleet. Associates typically work 8-hour shifts covering the entire day and service our fleet while travelling via cargo van, foot, or scooter.
- Fleet Operations Shift Leads: These individuals manage Fleet Associates while collecting remote or missing units, answering 311 calls, and responding to customer complaints in real time. Every 8-hour shift in a typical day will have at least one Shift Lead.
- Mechanics: Razor's team of employees who repair and maintain our scooter fleet. All units are inspected multiple times each week by our Fleet Associates when they swap out battery packs; any unit showing damage or requiring monthly maintenance is retrieved and serviced by our Mechanics in our local warehouse. Our Mechanics collaborate with our corporate Head of Maintenance and mechanics in other U.S. markets to continually share knowledge and best practices across the company. Mechanics typically work daytime shifts on both weekdays and weekends, and also assist with fleet operations when required.
- Operations Manager: Razor's Seattle operations will fall under the leadership of a local Operations Manager, who was specifically recruited for his fleet management, team development, and community engagement capabilities. In addition to managing fleet personnel, our Operations Manager also maintains active relationships with community advocates and City officials, and particularly with "on-the-ground" City enforcement individuals, to ensure that we remain as responsive as possible to any regulatory issues in real-time.

Razor's shared scooters feature swappable battery packs that are switched out in the field, which eliminates the need to bring our scooters back to a central warehouse to charge. Consequently, our scooters are not redeployed in large, cluttered groups every morning but are instead continuously redistributed on a rolling basis. Our associates are out in the field every day to replace low batteries, and "re-park" and "rebalance" scooter every time its battery is exchanged to ensure optimal compliance. Because Razor continuously swaps its scooter batteries and rebalances its fleet, we are able to avoid over-concentration in certain areas and maintain excellent parking compliance. We also work to optimize the balance of our scooters across the community based on local demand patterns. Please see the below picture of a Razor employee deploying a scooter in compliance with local parking regulations in our San Antonio, Texas, market:



Attachment A-P2

Attach a description and illustrative images of the plan for employing appropriate geofencing capabilities (include the limitations of geofencing technology).

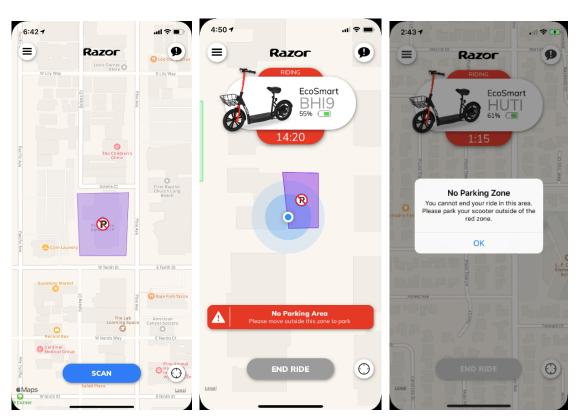
In order to discourage parking and/or riding in prohibited areas, Razor implements No Parking Zones, No Riding Zones, and Reduced Speed Zones that are clearly delineated as shaded areas in our mobile application. Please see descriptions of each zone and accompanying mobile application screenshots below:

• No Parking Zone: Razor's mobile application does not allow users to end their ride in a No Parking Zone. The user's fare will continue to increase until the scooter is removed from the area and the user ends the ride outside of a purple-shaded area. The rider will receive a push notification upon attempting to end a ride in a No Parking Zone. A No Parking Zone is delineated on the map by a purple-shaded area, a standard "No Parking" symbol, and – while during a ride – a red bar across the bottom of the screen that states "No Parking Area: Please move outside this zone to park." Please refer to the below screenshots for reference:

Map Not During Ride

Map During Ride

Upon Attempt to Park

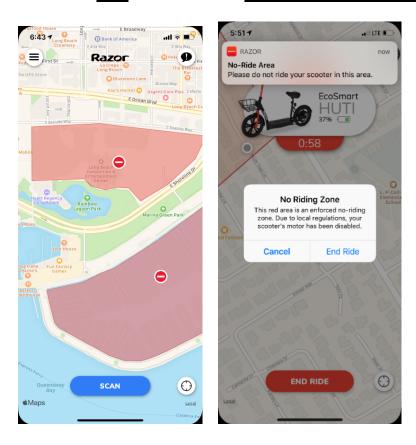


• No Riding Zone: Upon entering a No Riding Zone, a scooter's throttle becomes fully disengaged, and the scooter coasts to 0mph. The scooter's motor cannot be re-engaged until the rider leaves the zone. Additionally, upon entering, riders receive a push notification stating that they are not able to ride in that area. No Riding Zones always include No Parking

Zone functionality, unless otherwise stated. No Riding Zones are designated on the map by a red-shaded area, a standard "No Entry" symbol, and *both* a push notification and banner notification. Please refer to the below screenshots for reference:

Map

Push + Banner Notifications



• Reduced Speed Zone: Razor has the ability to implement reduced speed limits for any low-speed zones that are designated by the City of Seattle. Upon entering a reduced-speed zone, a scooter's speed will automatically reduce to the designated speed. The scooter's speed will resume to 15mph upon leaving the reduced-speed zone. Reduced Speed Zones are designated by a gray-shaded area. Please refer to the below screenshot for reference:



Upon receiving any request from a municipality to establish a new geofence, Razor's Government Relations Manager for Seattle will immediately forward the request to Razor's Director of Software Product. The Director will then immediately upload the provided shapefiles to Razor's database with the appropriate parameters and functionalities activated.

For the purposes of detecting geofencing boundaries, Razor's on-scooter GPS system provides location accuracy within 3-6 meters – the standard for all civilian-grade GPS technology.

Razor maintains some form of geofencing in every major market in which we currently operate. We have never been unable to implement a geofence mandate in any market. Some examples of mandated geofences (that we have successfully implemented) include:

- Long Beach, CA: **No Riding Zones** at the Convention Center, Catalina Landing, California State University, Long Beach Community College, and along the beach bike path
- Tempe, AZ: No Parking Zone on the campus of Arizona State University
- <u>Denver, CO</u>: **No Riding Zone** along the 16th Street Mall; **No Parking Zones** at Union Station and Broncos Stadium
- San Antonio, TX: No Riding Zones at Alamo Plaza and along the River Walk
- <u>Scottsdale, AZ</u>: **No Riding Zone** at Giants Stadium; **No Parking Zones** in Old Town Scottsdale
- Portland, OR: No Riding, No Parking, and Reduced Speed Zones at over 300 different locations throughout the City, based on shapefiles sent directly to Razor by the Portland Bureau of Transportation
- Washington, DC: No Riding Zones on U.S. Capitol Grounds and Georgetown University; No Parking Zones on the National Mall, White House, Nationals Park (baseball stadium), Audi Field, and American University; Reduced Speed Zone at The Wharf
- <u>Tucson, AZ</u>: **No Riding Zones** at the University of Arizona and the Pima County Loop Path; **No Parking Zones** at hundreds of locations throughout the City, based on shapefiles sent directly to Razor by the Tucson Department of Transportation

- Arlington, VA: **No Parking Zones** at hundreds of locations throughout the City, based on shapefiles sent directly to Razor by the Arlington County Transportation Division
- <u>Alexandria, VA</u>: **No Parking Zones** at Waterfront Park/Marina, Market Square, and King Street Metro Station
- San Jose, CA: No Riding Zones at San Jose State University; No Parking Zones at San Jose City College, Westfield Valley Mall, and Lincoln High School

Attachment A-P3

<u>Tipped Scooter Detection</u>

Utilizing our scooters' on-board accelerometer technology, Razor is able to detect whenever a scooter is tipped over from an upright position. We will automatically alert our operations team whenever a tipped scooter is detected by our vehicle sensors. This allows out operations team to quickly respond and correct such scooters to minimize any negative impact to sidewalk accessibility, especially for disabled individuals, in accordance with the Americans with Disabilities Act (ADA). In addition, Razor collects and aggregates this data to determine the frequency with which users are improperly parking scooters in a tipped position, so that we are able to issue fines.

While GPS technology is not yet advanced or accurate enough to detect whether a non-tipped scooter is improperly parked/located on a sidewalk, Razor believes that its operational procedures and technologies discussed throughout this application will adequately reduce and address instances of improper parking.

Operational Response

Razor's operations team, which circulates throughout the community 24 hours per day, is trained to proactively relocate any seen scooter that is obstructing the right-of-way – not only those that are reported to us. As previously discussed in Attachment P1, Razor relies on our team of inhouse field associates—not "gig economy" workers—to deploy and rebalance our scooters. Because all of our employees are trained in understanding local regulations and infrastructural nuances, we are able to hold our team directly accountable for how our scooters are staged in the public right-of-way.

Since our field associates are rebalancing our scooters throughout the day, they are also able to respond in real-time to reports of improperly parked or fallen scooters. As further discussed later in Attachment O3, users and non-users can submit complaints and report issues to us in a variety of ways. They can chat with us through our mobile app, call our customer service line at (833) LAST-MILE, or email us at sharesupport@razorusa.com. Reports that come through our customer service channels are forwarded directly to the field associate in closest geographical proximity to a reported scooter. In the cities we operate in, our field team guarantees a response time of less than two hours, and often remedies improperly parked scooters more expeditiously than that. Furthermore, our scooter's central kickstand makes our scooters more stable in the parked position, and less likely to tip over in the first place.

Attachment A-P4

Razor designs, manufactures, and customizes its scooters for reliable operation and long asset life. Razor also follows a "high-touch" philosophy with our units to increase safety and functionality for the duration of their usable life.

Razor performs a maintenance check on every scooter whenever its battery is swapped. Our local operations team is immediately notified when any scooter reaches low battery status through our proprietary internal operations app. When such a notification occurs, or whenever a scooter is reported as damaged or improperly parked through our 24/7 customer service channels, our professional maintenance team is dispatched to the scooter to replace the battery and run a proactive, five-point maintenance inspection. In practice, this means that we perform maintenance checks on our scooters several times per week. This high-frequency approach to maintenance has been company policy since our shared scooter program was launched in July 2018.

The five-point maintenance inspection includes checking the following parts:

- 1. **Handlebar** checking the integrity of the hand brake, throttle, and light
- 2. Frame checking the integrity of the chassis and deck, as well as tightening all bolts
- 3. Wheels lubricating brake cables; checking disc brake integrity, ensuring adequate tire inflation
- 4. **Basket** checking the durability of the basket, including passing a minimum load test
- 5. Ride performing a test ride to ensure that the scooter is fully functional

These mobile maintenance teams can perform minor repairs on location, such as bolt tightening, reflector replacements, tire inflation, and aesthetic cleaning. If any other aspect of the five-point inspection does not pass, or if a scooter requires more substantial repairs, our mobile maintenance team will bring it back to our centrally located facility for further evaluation and repair. Our team is trained to be overly cautious and bring back **any and all** scooters whose functionality or safety are in question. Please see the below picture of a Razor employee performing a five-point maintenance inspection and minor mobile repair.



At least once a month, scooters also proactively undergo a more thorough "tune-up" in our warehouse by a staff mechanic – this includes an in-depth inspection of all moving parts, inner components, and a test that the scooter remains adequately powered and structurally sound. During this "tune-up", our local operations teams also cleans the scooter using an all-purpose non-toxic cleaning solution, cloths, and a power washer to remove dirt, grime, and other debris. In addition, our scooters may be cleaned more frequently on the street, after an evaluation by a member of our field team, whenever a scooter's low battery is being replaced with a charged battery.

Scooters and their associated batteries are immediately identified as "at risk" if they have been subject to vandalism, significant impact damage, or water submersion. Such scooters are automatically transported to our repair facility, where a trained team of mechanics further inspects, repairs, and/or "scraps" the unit and its components as required. For individual batteries, charging and discharging limit tests are further used to identify "at risk" batteries. In any case, an "at risk" battery is immediately sequestered, inventoried as "damaged", and stored in approved shipping material and in isolation from any flammable items or other batteries — with a fire extinguisher no less than 10 feet away at all times.

When our scooters or batteries reach end of life, we work with local recycling partners to ensure that they are disposed of properly. Razor has recycling programs in place in each of our Share markets, as well as in Southern California for both scooters and batteries as parts of our core manufacturing and retail business. In addition, batteries are immediately disposed of when they are deemed unsafe, non-functional, or compromised – an exceedingly rare status affecting less than 1 in 1,000 batteries and primarily only involving a hairline-cracked casing. Batteries are physically and functionally checked after every use and "logged" for total uses, and they are scheduled to be retired after 400 charges. Razor has on-demand disposal contracts with two national firms – Rescoot (BCS Recycling Specialists) and IT Asset Partners – who are certified under ISO 14001, OHSAS 18001, and R2 standards to recycle and/or dispose of lithium-ion batteries.

Since the initial launch of our shared scooter program, Razor has never viewed its scooters as disposable assets. We want to ensure that we can unequivocally stand by any Razor product on the street. By directly inspecting and maintaining each of our scooters on a frequent basis, we are able to dramatically improve the safety, reliability, and performance of our fleet. Because of the robust maintenance operation that we run in all of our markets, Razor has not had a major safety incident relating to the structural integrity of our scooters in any market, nor has the company issued a recall or received a citation resulting from design flaws. Given our 20 years of experience in designing, building, and maintaining scooters, we are confident in our ability to monitor the entire fleet's condition before putting scooters out on the street.

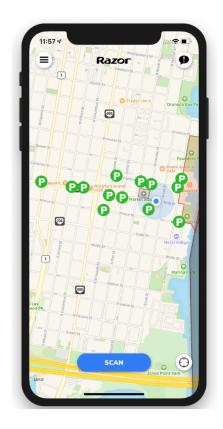
Attachment A-P5

Rider Incentivization

Razor has a wide array of technological capabilities to improve both rider and pedestrian safety.

Preferred Parking

Razor has been able to invert our "red zone" technology to create *preferred* parking zones to incentivize customers to end their rides in established parking areas. For example, if a customer ends a ride in a preferred parking zone, we can offer them a discount off their next ride or reduce the fare for their immediate past ride. In the below sample screenshot, such preferred parking zones are designated by a green circle surrounding a white "P". We look forward to having a conversation with the City on how we could best possibly execute on its goals for parking incentivization.



In addition, Razor would be able to leverage its geofencing technology to incentivize customers to use our shared scooters in connection with the community's existing public transit infrastructure. This could include offering discounted rides to verified public transportation users who begin and end rides at public transit stops and stations. Razor is committed to working with local transit authorities on integrating our service to the community's existing public transit infrastructure.

Trip-End Parking Photos

As part of the end-of-ride process, riders will be required to take and submit a photo of their parked scooter, and these photos will be stored in a repository that is linked to user ride records. Razor will also remind riders that if they are reported as improperly parked, Razor will audit their applicable end-ride photo and levy a parking fine if that scooter is parked incorrectly.



Rider Penalties

If a rider engages in poor behavior, we issue warnings for the first and second offense. Such behaviors include, but are not limited to, improper parking, sidewalk riding, riding in prohibited or non-serviced areas, and reckless riding (e.g. riding with two or more individuals on one scooter, texting while riding, not obeying traffic laws, etc.).

Razor also has a variety of technological tools available to enforce proper parking behavior that complies with local regulations. These tools include:

- Preventing a user from ending a ride in a prohibited area via geofencing technology
- Charging a user a \$25 penalty for ending a ride in a prohibited area
- Utilizing push notifications to inform users that they cannot park and/or ride in a prohibited area

Razor has the ability to identify and fine specific users (including an appeals process) for various infractions reported to us by the City of Seattle. In other cities, such as Portland, Oregon, we have already developed a fining system with a specific penalty schedule, including \$15 for improper parking and \$50 for sidewalk riding, as reported to us by the Portland Bureau of Transportation.

Mobile Application Safety Messaging

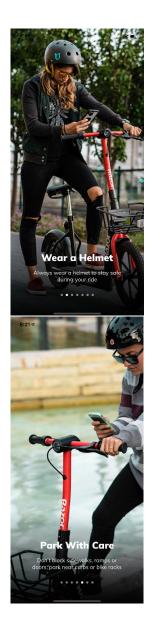
In addition to the safety messaging shown on all of our scooters, Razor displays interactive education modules during user registration to remind our users to ride and park responsibly. We also show users a list of applicable local laws governing the use of our shared scooters *before every ride*. Razor has utilized interactive education modules since our shared scooter program's inception, when many local pilot programs did not require such modules.

To improve safety and promote further rider education, our mobile app includes the following features:

- Riders are reminded to always wear a helmet while riding
- All riders must agree to terms of use that describe standards of riding behavior, as well as acknowledging that violating these standards can result in warnings, fines, or account suspension.
- All riders view a tutorial on how to ride, where to park, and helmet safety prior to their first ride, and positively affirm that they understand the information that has been provided to them.
- At the start of every ride, riders are shown local regulations on how to ride properly, including reminders to yield to pedestrians and stay off the sidewalk,
- At the end of every ride, riders are shown local regulations on where and how to park properly

Images from Razor's interactive rider education tutorial, which occurs at the time of rider registration, can be found below:





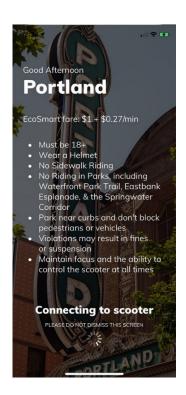




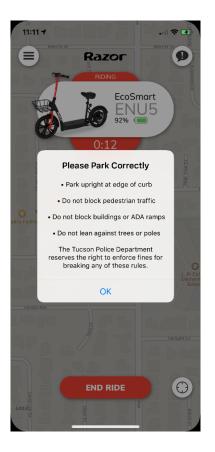
In addition, at the *start* of every ride, our mobile application displays a customizable screen with the specific local and state regulations that apply to riders in that area. Specifically, this screen will notify Seattle riders of the following laws and rules, subject to any revisions by the City:

- 1. Riding is only allowed on streets 25 mph and under, bike lanes, and multi-use paths;
- 2. Sanitize hands and wipe down device before and after riding;
- 3. Where a helmet—it's the law;
- 4. Yield to pedestrians;
- 5. Park responsibly.

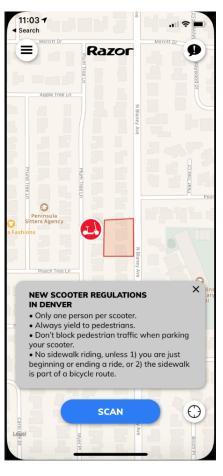
For formatting reference, please see the below example of Razor's start-ride screen in Portland, Oregon:

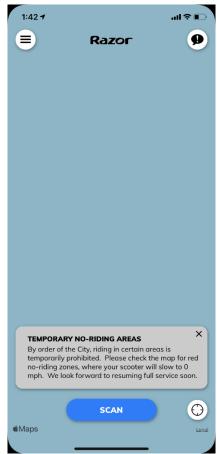


At the *end* of a ride, every user will be required to actively acknowledge a pop-up notification reminding them of Seattle's parking rules. Razor can tailor the language of this end-ride notification to reflect Seattle's laws and regulations. Please see the below example of Razor's end-ride notification in Tucson, Arizona:



Razor also has the ability to send in-app banner notifications to all Seattle users in real-time. These notifications could include any changes in local regulations, reminders of current regulations that are not being adequately followed, upcoming safety workshop or community event dates, and the establishment of temporary geofences during special events. Please see below for examples of an in-app banner notifications that has been previously sent to users in other Razor markets:



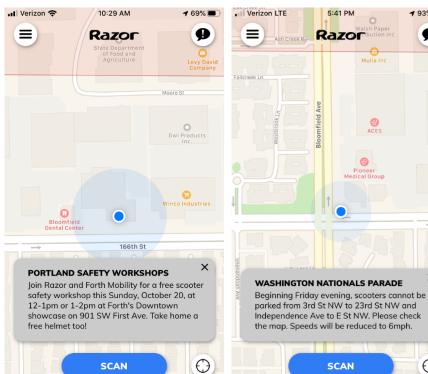


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