

THE CITY OF SAN MARCOS SERVICES CONTRACT

This **Agreement** (this "**Agreement**") is entered into by and between THE CITY OF SAN MARCOS, a municipality in the State of Texas ("**CITY**"), and VeoRide Inc, a company, whose address is 220 South Street, Ste. 202, West Lafayette, IN 47906 ("**CONTRACTOR**"), and is effective for all purposes as of the date of the last signature to this Agreement ("**Effective Date**").

City and Contractor agree as follows:

1. **Services.** Contractor will perform the Services ("**Services**" or "**Project**") and provide deliverables ("**Deliverables**") set forth in **Exhibit A**, attached and incorporated for all purposes, to the satisfaction of City.
2. **Term.** The term ("**Term**") of this Agreement will commence on the Effective Date, and will continue for one year, with options to renew under the terms and conditions provided herein and in accordance with the Scope of Work in **Exhibit A** in one year increments for three additional years if the City Manager of City and VeoRide Inc agree in writing, unless sooner terminated as provided herein.

WARRANTIES, TERMS, AND REPRESENTATIONS.

3. **Compliance with Laws and Policy.** Contractor warrants and agrees that Contractor will perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by City, Contractor warrants and agrees that Contractor will perform the Services in compliance with all City's Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs. For purposes of this Agreement, "**Standard Terms and Conditions**" means the Standard Terms and Conditions of the City of San Marcos (found at <http://www.sanmarcostx.gov/DocumentCenter/Home/View/6608>).
- 3.1 Contractor will obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local laws, regulations or ordinances, required for the performance of the Services.
4. **Performance.** Contractor represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement will be performed consistent with generally prevailing professional or industry standards.
5. **Authority.** Contractor represents and agrees that this Agreement reflects Contractor's full and correct name and that Contractor is entering into this Agreement in an individual capacity/with authorization on behalf of the named entity.
6. **Conflict of Interest.** Contractor represents, and agrees that Contractor presently has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the Services hereunder. Contractor further warrants that no relationship or affiliation exists between Contractor and City that could be construed as a conflict of interest with regard to this Agreement.
7. **Deliverables and use of Documents.** All drawings, specifications, plans, computations, data, photographs, records, models, statements, reports, and other deliverables or materials prepared or produced by Contractor in connection with the Services (collectively, "**Service Deliverables**"), whether or not accepted or rejected by City, are the property of City and for its exclusive use and re-use at any time without further compensation and without any restrictions. Contractor will not sell, disclose, or obtain any other compensation for the Service Deliverables. Contractor will not use Service Deliverables in any manner for any other purpose without the express written consent of City.
8. **Assignment.** Contractor's interest in this Agreement (including Contractor's duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, without the express written consent of City. The benefits and burdens of this Agreement are assignable by City.
9. **Force Majeure.** Neither City nor Contractor will be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.
10. **Termination.** City may terminate this Agreement in accordance with the Standard Terms and Conditions.
11. **Notice.** Any notices required under this Agreement will be made in writing, postage prepaid to the following addresses, and will be deemed given up hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three days after deposit in the United States Mail:

CITY:

CONTRACTOR:

The City of San Marcos
Attn: City Manager's Office
630 East Hopkins Street
San Marcos, TX 78666

Veoride Inc
Attn: Candice Xie
220 South Street, Ste. 202
West Lafayette, IN 47906

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the Effective Date written above:

CONTRACTOR:



Signature

08/14/2019

Date

Bowen (Candice) Xie, VP Business Development

Print Full Name / Title (if not in individual capacity)

Departmental Approver:

Lee Hitchcock, Interim Assistant Director, Com Serv.

Print Name and Title



Signature

8/15/2019

Date

City

Signature

Date

Bert Lumbreras

Print Name

City Manager

Title

EXHIBIT "A"
SCOPE OF WORK

Services:

VeoRide provides a Dockless Bike Share system that consists of premium bicycles, smart-lock hardware, an intelligent application (app), sophisticated information management system and 24/7 operations, which comes at no cost to the City of San Marcos and Texas State University, encouraging healthy lifestyle choices and supporting access to jobs, economic development, and increased visits to activities. VeoRide will implement and operate an on-demand Dockless Bike Share system to provide a sustainable active transportation option for residents, students, faculty, staff, and visitors to the City of San Marcos. The system will incorporate information technology to operate shared fleets that may be rented from one location and returned to another location, providing a transportation alternative to motor vehicle trips for all members of the community. VeoRide shall send push notifications to remind system riders to park bicycles in appropriate locations and avoid parking bicycles on sidewalks, streets, or private property. VeoRide shall proactively monitor specific neighborhoods designated by the City and ensure no bicycles remain in those neighborhoods for longer than two hours during business hours between 8 am to 8 pm Monday through Friday except for State and Federal holidays. If requested by the City in writing, VeoRide commits to the creation of geographic restricted areas that would prevent a bike rider from terminating a bicycle ride while located within the restricted area boundaries. VeoRide shall conduct a marketing and media campaign, and create a training and information video which will inform system users how to utilize the information technology application and how to file a complaint via phone, email, or through the information technology application. With City approval, VeoRide shall install physical signage to educate citizens and users of how and where to park bicycles and file complaints via phone, email, or through the information technology application.

The following Attachments are incorporated into this Agreement by reference. In the event of any discrepancy between Attachments and this Agreement, the terms and conditions of this Agreement shall prevail.

Attachment A - VeoRide Proposal to Provide Dockless Bike Share System, in response to City of San Marcos / Texas State University RFP #754-TXST-2018-RFP-142-TRANSPT, incorporated by reference

Attachment B - VeoRide: One-Stop Bike Share Solution presentation, incorporated by reference

Deliverables:

VeoRide has built the matrix below with performance indicators that best represents the service. VeoRide will maintain our fleets to be in an excellent state of cleanliness and repair, with a minimum of 90% of deployed bikes operable at any time. VeoRide will provide quarterly reports to the City, or on an ad hoc basis upon request by the City that includes, and is not limited to, the Performance indicators described in the following table.

Performance indicator	Description	Measurement Tool	Minimum Performance Standard
Mobile application & service support portal	VeoRide mobile application and service support system fully operational	Uptime reporting	99.5% uptime.
Bicycle Distribution	Maps identifying trends in peak bike distribution	Maps showing aggregate usage patterns, current distribution of bicycles, pick-up/drop-off locations heat map.	Fleet will focus on serving the city of San Marcos.

Bicycles in Service	# of bikes in service	Daily uptime reports indicating number of bicycles in service, number of active riders, overall ride statistics, daily/weekly/monthly usage, rider trip data, safety reports for any crashes involving VeoRide bicycles, and customer feedback and comments.	Deploy and maintain a minimum of 350 bicycles in service in any calendar month during the term of service.
Customer Service	VeoRide provides 24/7 support for riders and the local community through a dedicated toll-free phone line, email address and in-app reporting system.	Response time relative to report logs.	Response time for reports of improper bike parking and bicycle maintenance issues shall be within two (2) hours during business hours between 8 am to 8 pm Monday through Friday except for State and Federal holidays. For any customer service reports outside of business hours, within two hours (2) of start of business hours.
Physical Parking	VeoRide will work with the City to set up designated shared bike parking zones.	Number of removable painted designated parking locations installed. Number of standards bike racks with bike parking signage installed.	Monthly meeting with City staff to review physical parking needs and opportunities, and customer complaints and steps taken to resolve those complaints.
Value Sharing	VeoRide will share 2.5% of all ridership revenue for trips originated within the service area with the City of San Marcos.	Daily uptime reports and daily/weekly/monthly usage and rider trip data.	2.5% of ridership revenue, distributed to the City on an annual basis.

Attachment A
VeoRide Proposal to Provide Dockless Bike Share System, in response to City of San Marcos / Texas State University RFP
#754-TXST-2018-RFP-142-TRANSPT

***PROPOSAL TO PROVIDE
DOCKLESS BIKE SHARE SYSTEM
RFP #754-TXST-2018-RFP-142-TRANSPT
DUE DATE: MARCH 23th 2018 5:00 PM (CST)***

Contact Information:

Candice (Bowen) Xie

Co-Founder and VP Business Development of VeoRide Inc.

1281 Win Henschel Blvd, West Lafayette, IN 47906

Phone: (765) 838-9861

Email: candice.xie@veoride.com



VeoRide

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Signed Execution of Offer



1 RESPONDENTS EXECUTION OF OFFER:

NOTE TO RESPONDENTS: **SUBMIT THIS ENTIRE SECTION WITH RESPONSE.** THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S STATEMENT OF QUALIFICATIONS PACKAGE. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE STATEMENT OF QUALIFICATIONS PACKAGE MAY RESULT IN REJECTION OF THE PROPOSAL. **SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED PROPOSAL OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S PROPOSAL,** AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT THE UNIVERSITY'S OPTION, MAY RESULT IN TERMINATION OF ANY AGREEMENT OR OTHER CONTRACTUAL ARRANGEMENT.

1.1 By signature hereon, Respondent acknowledges and agrees that (1) this Solicitation is a solicitation for Statements of Qualifications and Pricing and Delivery Proposals and is not a contract or an offer to contract; (2) the submission of Statements of Qualifications/Pricing and Delivery Proposals by Respondent in response to this Solicitation will not create a contract between the University and Respondent; (3) the University has made no representation or warranty, written or oral, that one or more contracts with the University will be awarded under this Solicitation; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this Solicitation.

1.2 By signature hereon, Respondent offers and agrees to furnish to the University products and/or services more particularly described in the Statement of Work and to comply with all terms and conditions and requirements set forth in the Solicitation documents and contained herein.

1.3 By signature hereon, Respondent affirms that he neither has given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Statement of Qualifications/Pricing and Delivery Proposal.

1.4 By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.

1.5 By signature hereon, the Respondent hereby certifies that neither the Respondent nor anyone acting on behalf of Respondent has violated the antitrust laws of this state, codified in Section 15.01, ET. seq., Texas Business and Commerce Code, or the Federal antitrust laws. Respondent further certifies that it has not communicated directly or indirectly the Statement of Qualifications submitted to any competitor or any other person engaged in a similar line of business.

1.6 By signature hereon, Respondent represents and warrants that:

- 1.6.1 Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of this Solicitation;
- 1.6.2 Respondent has the necessary experience, knowledge, abilities, skills, and resources to perform satisfactorily the terms, conditions and requirements of this Solicitation;
- 1.6.3 Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;
- 1.6.4 Respondent understands the requirements and specifications set forth in this Solicitation and the terms and conditions set forth in this Solicitation under which Respondent will be required to operate;
- 1.6.5 Respondent, if selected by the University, will maintain insurance as required by any Agreement or Contractual arrangement resulting from this Solicitation;
 - 1.6.5.1 All statements, information and representations prepared and submitted in response to this Solicitation are current, complete, true, and accurate. Respondent acknowledges that the University will rely on such statements, information and representations in selecting the successful Respondent(s). If selected by the University as the successful Respondent(s), Respondent will notify the University immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.

1.7 By signature hereon, Respondent certifies that the individual signing this document and the documents made part of this Solicitation is authorized to sign such documents on behalf of the company and to bind the company under any Agreement or Contractual arrangement resulting from this Solicitation.

1.8 By signature hereon, Respondent certifies that if a Texas address is shown as the

address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in 34 TAC 20.32 (68).

1.9 By signature hereon, Respondent certifies as follows:

1.9.1 “Under Section 231.006, Texas Family Code, the Respondent certifies that the individual or business entity named in this Proposal or any Agreement or Contractual arrangement resulting from this Solicitation is not ineligible to receive the specified grant, loan, or payment and acknowledges that any Agreement or Contractual arrangement resulting from this Solicitation may be terminated and payment may be withheld if this certification is inaccurate.”

1.9.2 “Under Section 2155.004, *Texas Government Code*, the Respondent certifies that the individual or business entity named in this Proposal or any Agreement or Contractual arrangement resulting from this Solicitation is not ineligible to receive the specified Contract and acknowledges that any Agreement or Contractual arrangement resulting from this Solicitation may be terminated and payment withheld if this certification is inaccurate.”

1.10 By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of any Texas State University System component, or Respondent has not been an employee of any Texas State University System component within the immediate twelve (12) months prior to your Solicitation response. All such disclosures will be subject to administrative review and approval prior to the University entering into any Agreement or Contractual arrangement resulting from this Solicitation.

1.11 By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this Solicitation. (ref. Section 2155.004 Texas Government Code).

1.12 By signature hereon, Respondent represents and warrants that all articles and services quoted in response to this Solicitation meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.

1.13 By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

1.14 By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any Agreement or Contractual arrangement resulting from this Solicitation.

1.15 By signature hereon, Respondent agrees that any payments that may become due under any Agreement or Contractual arrangement resulting from this Solicitation will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.

1.16 By signature hereon, Respondent certifies that no member of the Board of Regents of The Texas State University System, or the Executive Officers of The Texas State University System or its component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of any Agreement or Contractual arrangement resulting from this Solicitation.

The Respondent must complete, sign and return this Execution of Offer as part of their Proposal submittal response. The Respondent's company official(s) who are authorized to commit to such a submittal must sign submittals. Failure to sign and return this Execution of Offer will disqualify the submittal.

Respondent's Company Name: Veoride, Inc.

Respondent's State of Texas Tax Account No.: 82-1495778

(If applicable, otherwise provide the Federal Identification Number)

If a Corporation:

Respondent's State of Incorporation: Indiana

Identify each person who owns at least 25% of the Respondent's business entity by name:

Yanke (Edwin) Tan

(Name)

Bowen (Candice) Xie

(Name)

ADDENDA: Receipt is hereby acknowledged of the following addenda to this Solicitation (initial if applicable).

No. 1 Bx

AWARD AND COMMENCEMENT OF SERVICES: The undersigned agrees to commence services after notification that the Respondent has been identified by the University as the successful Respondent with the “best value” Proposal, on or before the commencement date stated by the University in a Notice to Proceed. The University reserves the right to accept or reject any or all Statements of Qualifications, waive any informalities or minor technical inconsistencies, or delete any item/requirements from this Solicitation when deemed to be in the University’s best interest. Proposals shall be valid and not withdrawn for a period of ninety days from the date of opening.

Having carefully examined all the requirements of this Solicitation, the proposed form of Contract, and any attachments to them, the undersigned proposes to furnish services as required for this Project.

Submitted and Certified By:

Candice (Bowen) Xie
(Respondent’s Name)

VP Business Development of VeoRide Inc
(Title)

1281 Win Hentschel Blvd.
(Street Address)

(765) 838-9861
(Telephone Number)

West Layette, IN 47906
(City, State, Zip Code)

(765) 463-3501
(Fax Number)

(Authorized Signature)

March 3rd 2018
(Date)

candice.xie@veoride.com
(Email address for Solicitation Notification)

Cover Letter

Dear Melisse Shepherd,

On behalf of VeoRide, we would like to provide this proposal to provide a Public Bike Share Pilot Program for Texas State University (TXST) and the City of San Marcos (CoSM) as described in Request for Proposal (RFP) #754-TXST-2018-RFP-142-TRANSPT. We propose to pilot the Bike Share program in May 2018, with 350 smart bicycles and a full operations and maintenance team located in the TXST AND COSM area.

VeoRide is a smart and sustainable bike sharing company based in West Lafayette, Indiana. VeoRide designs and manufactures our own bicycles, hardware, and software system to provide a greener and healthier mode of urban transportation. We strive to build the best Bike Share experience that engages riders to enrich their communities. The VeoRide team is comprised of bike experts, urban planners, business professionals, energetic operators, and engineers with experience from a tech company, the bike industry, and the transportation sector.

We are proud to offer a scalable service that does not need any funding for program set-up or any other fees from the TXST and COSM. Our Bike Share service is self-sufficient from revenue collected from riders.

We have introduced our Dockless Bike Share system, which includes a better rider experience and a more adaptable operational model for the community.

VeoRide's Dockless Bike Share system consists of premium bicycles, smart hardware, an intelligent application (app), a sophisticated information management system, and 24/7 operations. We offer four diverse types of bicycles to accommodate riders with all needs. In addition to our industry leading VeoRide "Green Bike", we offer pedal assist bicycles, tricycles, and recumbent handcycles.

VeoRide is available for all students, residents, and visitors to the TXST and CoSM community, and they can use our single app across any location where VeoRide is available. Our bike rental fees are competitive within the industry and we offer exclusive discounts for students, as well as a discounted ridership program. Our system can accommodate those that do not have a credit card and those without mobile phones. We are confident VeoRide offers a Bike Share system for all to participate in, regardless of economic or physical limitations.

We are determined to consistently improve our technology and upgrade our service. Our technology makes it simple to expand capabilities and numbers of bicycles. VeoRide can expand or reduce designated shared bike parking areas quickly and easily to accommodate large crowds at major events.

VeoRide strives to hire our onsite staff from the local community and students' organizations for maintenance, operational support, and rider outreach. This local staff will be the direct contact to VeoRide with the university and city contacts after the initial rollout. We are looking forward to a productive partnership with TXST and CoSM to customize and adopt a plan that fits the unique needs your community.

VeoRide first launched the Bike Share program in the city of West Lafayette with 160 bikes, serving a community with a population greater than 90,000. Today, we look forward to presenting our innovative, convenient, and intuitive Bike Share system to the TXST and CoSM community. We appreciate any feedback and look forward to hearing from you. The undersigned is the VeoRide authorized agent for the submission of this proposal. Thank you.

Sincerely,

Candice (Bowen) Xie

Co-Founder and VP Business Development of VeoRide Inc.

Phone: (765) 838-9861

Facsimile: (765) 463-3501

Email: candice.xie@veoride.com



VeoRide certifies that it has not lobbied any individual on behalf of this Solicitation for TXST AND COSM. In addition, it certifies that there is no potential, actual, or perceived conflict of interest.

Executive Summary

About VeoRide

VeoRide was formed by bicycle fanatics to share the joy of bike riding through our customer-centric Dockless Bike Share program. We have worked tirelessly to make the VeoRide system incredibly robust through the highest quality bicycles integrated with exceptional technology that presents the rider with a simple, three-second, scan-unlock-go checkout method. VeoRide works side-by-side with our partner community's culture and unique characteristics to implement a comprehensive and adaptive Dockless Bike Share program tailored to the local needs, but also has the flexibility to evolve over time as those needs change. One of our biggest goals is to go above and beyond being a bicycle provider, and to integrate with the local community by encouraging healthy living, a more pedestrian friendly locality, cost-effective transportation, and the simple joy of riding a bicycle.

Why VeoRide

Smarter Operations Plan

There is a growing amount of excitement around bike share programs within the United States. There are many great examples of the positive impact that these installations have had on their host communities. However, there are also situations where the bike share programs have not lived up to their potential, such as pictures and stories from China showing mountains of bicycle debris.

Directly adopting lock-to model seems to solve the issue by requiring users to lock their bikes to a fixed object. But locking mechanisms (like a chain-lock or U-lock) cannot prevent the user from just locking the bikes to itself, meaning that the bikes can still end-up everywhere. More importantly, the lock-to mechanism might encourage users to lock their bikes to public property like a fence or even fire hydrants.

Instead of using a one-size-fits-all pre-determined solution, VeoRide's planning, rollout, and operation methods rely on location-centric interactions and relationships. These relationships, combined with data-driven analysis, make sure that the bike share program fits with the community and becomes a beacon of success.

VeoRide's smart and flexible implementations plan is flexible, in order to offer an optimal installation type for a given community, and after being installed, VeoRide works to constantly improve the user experience.

A typical installation might go as follows:

Step 1: Implement free-floating Dockless Bike Share model with geo-fenced service boundary in the pilot program

Step 2: Collect and review ridership data to learn the popular pick-up and drop-off locations

Step 3: Implement virtual stations, no parking areas, and adjust geo-fenced service boundary according

Step 4: Install appropriate amount of bike racks (if needed) to these locations to meet the user demand

Simply, some communities function optimally with a completely free-floating, dockless model. If this is found to be the case, then the pilot program remains in place as the operational model. But, if other operational processes are preferred, VeoRide can easily support those. In short, VeoRide works with the sponsoring agency to start with the least restrictive model and then iterate to find the optimal model for the users and the community.

Adaptability

VeoRide is the only bike share company that develops its own technology from idea to execution. Our solution includes bicycles, lock technology, mobile application, and operations. The entire process, from designing, to manufacturing, and the entire supply chain in between, gives VeoRide a range of adaptability that no other company can match.

The VeoRide system is not a one-size-fits-all approach. Due to different biking cultures, weather, terrain, and population, it's not surprising that a program working well in one community may not function in another. Unlike our competitors using off-the-shelf bikes and licensed technology, VeoRide can adapt each deployment in a way that fits the culture and expectations of the local environment. Out of this thoughtful development process, we have added other distinctive features that we pride ourselves on:

Community Spirit Initiative: Potential for community-customized colors and decals

Healthy Community: Ride and earn credits to encourage healthy living with friends and neighbors

Local Revenue Sharing: Cross-promotional incentives promote the local bike share program with a percentage of ridership fees being returned directly to the community

Best Quality in Class

VeoRide's leadership team comes from the bicycle industry with several members of the Research & Development (R&D) team having worked in the bike industry for over 25 years. We have a strategic partnership with one of the largest bike manufacturers in the world to keep the highest quality available and consistent with every piece of equipment we produce. We are committed to building the best bike share company in the market to ensure our riders' safety as well as offer a fantastic riding experience—our bikes are our pride and we promise a joyful experience to all that ride them.

As you read more about the unique VeoRide system, it is important to note a significant difference between VeoRide's model and that of others in the market. There is a significant trend in bike share providers to simply lower the cost of their bikes so that they can dump as many bikes as possible onto the streets. Not only does this potentially create a huge mess in the city, but also becomes a safety concern for the riders. These low-cost 'purchased' bikes are often designed to be inferior quality, contain cheap components, and show limited resistance to wear and vandalism.

VeoRide's bikes are designed and built to the highest standards and are more than 95% reclaimable at the end of their life. VeoRide will never compromise quality to save a couple of dollars at the expense of our community partners.



Figure - Many of our Competitors Provide Bicycles of Poor Quality That Fail

System Infrastructure and Technology

VeoRide's Dockless Bike Share system consists of premium bicycles, smart hardware, an intelligent application (app), sophisticated information management system and 24/7 operations, which comes at zero cost for TXST and CoSM. VeoRide app allows real-time communication, so riders can track bicycle allocations, reserve available bicycles, complete transactions, check their riding history, submit feedback and participate in promotional activities, along with other features. Riders can pick up a bicycle from the closest bike rack or parking area as shown on the mobile app and return it to the nearest bicycle rack or parking area at their destination. Adaptive technologies and bicycles are available, and VeoRide will embark on this journey together with TXST and CoSM community to ensure the Dockless Bike share program's success.

The Bicycle

VeoRide's flagship "green machine" is designed for comfort, accountability and accessibility. With this mission, the smart bicycle design incorporates a solar-powered wireless connection and a GPS-equipped locking mechanism.

For the rider's safety, our design integrates a lighting system with a white headlight, a red tail-light and reflective wheel markings on all sides. The versatile frame has an adjustable seat post with recommended settings for various rider heights and is secured with anti-theft hardware. The bicycle has a modern design with a rust-resistant, all-aluminum alloy, bicycle frame embedded with smart technologies.

Our bicycle features the Shimano internal geared hub, tamper proof solid tires and an ultra-comfort saddle to maximize comfort and meet riders' demands. The bicycle weighs only 32.2 pounds, making it easy for riders of all sizes to handle.

At VeoRide we work hard to stand apart from the competition. Below are a couple of ways that we shine:

	VeoRide Bikes	Competitors' Bikes
Headset/Stem	Integrated headset with embedded RFID reader	Off-the-shelf headset without any technology
Hand Grips	Anti-theft hand grips	Flimsy hand grips that can easily come off or be removed/damaged
Bike Seat	Our silicon-molded bike saddle seat is formed as a whole piece, which offers an exceptional level of comfort and wear resistance	Regular bike saddle with covered pad that is glued or stitched to the form base. Disadvantages: (1) Covered pad could be peeled off (2) Once the pad is damaged, the form inside will be exposed and corroded

Seat Post	Seat can be adjusted to fit users up to 6'5" to ride comfortably. Seat post is marked with common heights for quick adjustments.	Seat does not adjust high enough even for 6'2"
Tire	Rubber-like solid tire with proprietary chemicals for enhancing the riding experience	Regular solid tire with limited/no absorption for the vibration
Cable routing	Internal brake/shifting cable route from the handlebar to the rear brake/gear shifting hub	Cables are externally attached to frame, which are exposed to the elements and vandalism, leaving an eyesore.
Spokes	Reinforced and strengthened stainless steel bike spokes	Traditional bike spokes which are more susceptible to breakage and rust
Protection for brake and shifter	Protective shield for brake , and a shifter on the handlebar to protect the brake/shifter from being damaged when the bike is dropped or falls to the ground	Brake and shifter on the handlebar are exposed, and can be damaged by elements and drops or falls
Safety Skirt Guard	Safety skirt guard designed to protect riders who wear long skirts from being jammed by spinning wheel	Most dockless bikes don't have a skirt guard

Table - Key Differences between VeoRide Bike 3.0 and Competitors' Bikes

Product line

Besides the standard pedal bike shown above, VeoRide offers a variety of products to TXST and CoSM including electric-assisted bikes, fat-tire bikes, and cargo bikes.

Smart Commuter is our flagship Dockless Bike Share electric-assisted bicycle (E-bike) which is designed for sweat-free pedaling, extreme durability, and the ultimate riding experience. The front-drive motor can assist user to pedal up to 18 miles per hour. Its embedded torque sensor enables the system to calculate how hard riders pedal so that the motor can output the exact power to assist the rider, such as when going uphill. Equipped with a large capacity lithium battery, the motor can run up to 68 miles on a single charge, and our operations team will swap the battery when it needs to be charged. Without relying on setting up any physical charging stations on the street, it will become a great add-on to our standard bike fleet and every user can access the bike using the same VeoRide mobile App.



Figure - The VeoRide Electric-assisted bike - Smart Commuter

RockPower is the first Fat Tire bike we will launch in this fall. VeoRide is the only company in the US to introduce a community shared fat tire bike. We are happy to bring it to TXST and CoSM, and share this exciting product with the community. By introducing diverse types of shared bikes, the bike share program can attract more people to use, not only for commuting from point A to point B, but also for riding for fun.



Figure - The VeoRide Fat Tire Bike - RockPower

Manufacturer

Most importantly, VeoRide has a long-term relationship with one of the largest bicycle manufacturers in the world, XDS Bicycle, which supplies world-renowned brands such as Trek, GT, and Cannondale. Our well established relationship with XDS Bicycle ensures high-quality support for every model of VeoRide bicycles.

Testing

Through years of research in material science and advanced manufacturing, VeoRide's bicycles are 25% lighter and sturdier than traditional bike share bicycles. VeoRide bicycles have undergone and passed the most stringent US bicycle tests to provide our partners and riders with peace of mind. SGS, the world's leading testing and certification company has certified that VeoRide bicycles meet the standards outlined in ISO 43.150, CPSIA,

16 CFR 1512, and ANSI Z315.1. We continue to innovate and upgrade our bicycle every two to three months so that our product continues to lead in the bike share industry.

Sustainability

VeoRide is committed to adopting sustainable approaches throughout the product life-cycle.

- 95% of the bicycle frame and components are reclaimable after the end of life.
- VeoRide is the **only** company in the bike share industry to utilize water-based painting technology to minimize environmental impact during the coating and painting process.
- Hire sustainability consultants to implement lifecycle assessments to evaluate environmental impact associated with the whole manufacturing process.
- Use of electric commercial vehicles, such as Nissan NV1500 Cargo Van, for daily operations to reduce carbon footprint

Bike Customization

A successful bike share program is aligned with the community's values, which is explicitly expressed by its branding color and logos. With the goal of becoming a stunning part of the community, at no additional cost VeoRide provides fully-customized bike for the community to demonstrate its spirit and brand with VeoRide. Please find the specially customized bike below. The final design will be reviewed and approved by all related parties before mass production.

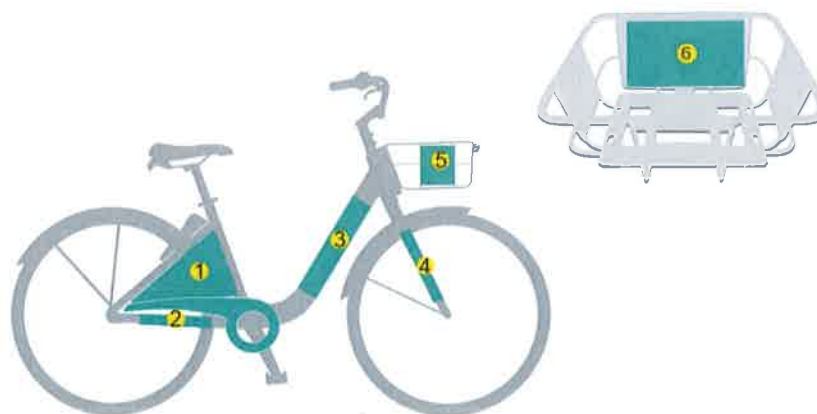


Figure - Example of VeoRide – Texas State University and City of San Marcos Customized Bike

VeoRide is the **only** dockless bike share company that is willing to and able to customize bike color, decal, and graphics with the partner community, and all with a short lead time.

Branding assets can include:

- 1) Bike branding boards
- 2) Chainstay
- 3) Downtube
- 4) Fork
- 5) Front basket boards (outside)
- 6) Front basket instruction board



Bike Frame, accessories, and components customization



Web-portal and mobile customization

Shortest Lead Time for Fully-Customized bikes

VeoRide offers fully customized colors, graphics, decals, even components, but still has the shortest lead time in the Bike Share industry when building a Bike Share program with customized colors, graphics, decals, even components, for communities. The industry standard for bringing in a bike share program with such customized level (including customizing bike color, decal, and graphic) normally takes a vendor between 3-6 months. VeoRide typically only needs four weeks from contract award to bike system deployment.

The Smart Lock



Figure - The VeoRide Smart Lock is Easy to Lock, Stow and Operate

Our lives are more and more connected to the internet, as consumers are investing in the Internet of Things (IoT). To embrace today's era of IoT, VeoRide's mission is to present an innovative and well-connected Bike Share service. By scanning the QR code label on the bicycle, riders quickly unlock the bicycle within three seconds without even having to touch any part of the bicycle. Our locking process doesn't need users to enter passwords on a keypad or use bulky traditional bicycle locks to secure the bicycle anymore. Instead, the smart lock only has one push button that allows riders to lock the bicycle securely and effortlessly to a bicycle rack or lock the bicycle to itself for dockless parking..



Figure - Well Integrated VeoRide Smart Lock

The GPS and Cellular modules provide the geolocation of each VeoRide bicycle, so users can locate, track and

ride any bicycle on the map. The bicycle has chip-size accelerometers, magnetometers, and a micro-controller unit, which enable the system to update its status to the cloud anytime.



Figure - The VeoRide Smart Lock with Security Chain

VeoRide also offers an option for the University and City to change to a smart lock with a heavy-duty security cable that allows user to lock the bike to a rack, if desired. The system requires users to complete two steps to finish their trips, firstly push the slider to lock the bike to itself, then attach the security cable to a bike rack. If such system were applied, it could increase the awareness of proper bike parking and provides additional security control on the bike fleet.

The Mobile Application

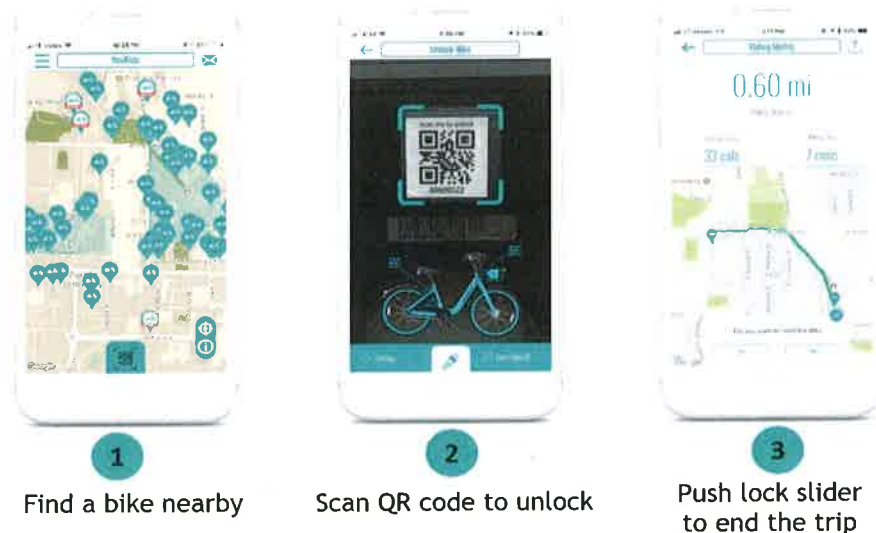


Figure - The VeoRide Mobile App is Simple to Use

A user's riding experience starts by downloading VeoRide's mobile app from the Apple Store or Google Play on their smartphones, registering their accounts with phone number and email address (optional), and adding their payment information. Users can get access to our bike share system with only three steps (see the figure shown above). After registration, the App guides users through a simple onboarding process explaining how to use the system and how to park shared bikes properly.

Please see below to further explore the user experience and other functionalities:



VeoRide accepts major credit cards, debit cards, and cash payment to deposit funds into a User account. All VeoRide credit and debit card transactions are processed through Stripe, a validated Level 1 PCI DSS Compliant Service Provider that uses established data security and encryption methods.

Equity - System Availability for All Socio-Economic Levels of the Community

VeoRide strives for bringing affordable Dockless Bike Share service to everyone. We offer the solutions to community members who:

Don't have a bank account - Users can set-up accounts with cash at a local VeoRide booth, or additionally the user can bill fees directly to their student account.

Don't have a smartphone - Users can send text messages to our toll-free number with the bike ID number they would like to unlock. The system will unlock the bikes remotely for the users.

Don't have a phone - Users can purchase the RFID cards/fobs online or from our local booth. They can simply unlock their bikes by scanning the RFID reader on the bike stems.



Figure - A Sample VeoRide RFID Tag

Qualify for low-income individuals - We provide monthly discounted riding package for qualified individuals at \$4.99/month for unlimited 30-min bike rides. We also can provide local employment opportunities for individuals, and employees are able to ride VeoRide bikes for free. We are also willing to work with individual communities to decide what will work best for them.

Accessibility - System Availability for those with Physical Limitations

VeoRide is committed to making bike share accessible to everyone, including senior adults and people with disabilities. We are putting huge efforts in researching and developing adaptable bikes for different people with diverse needs. VeoRide can provide ADA accessible bikes for those with physical limitations and seamlessly integrate this equipment into the broader shared bikes system. We can provide side-by-side, tricycle and recumbent handcycles. Our deployment schedule for these types of bicycles are shown below.

Type of Bike	Description	Deployment Timeframe	Availability	Number of bike in operations
Side-By-Side	This product is designed for people who have difficulties in pedaling the bike.	Fall 2018	As requested	100 VeoRide bike to 1 VeoRide Side-by-side bike
Tricycle	This product is designed for people who have difficulties in balancing the bicycle.	Spring 2019	As requested	200 VeoRide Bike to 1 VeoRide Tricycle
Recumbent Handcycle	This product is specially designed for people who have physical limitation on the lower part of their body.	Spring 2019	As requested	200 VeoRide bike to 1 VeoRide Handcycle

Table - VeoRide Offers Bicycles for All Riders Regardless of Physical Limitations

System Integration

After VeoRide bike share program is introduced to the TXST and CoSM community, we would like to explore different opportunities to integrate our service with existing platforms and other local transit system, such as:

- Integration with student ID
Example: VeoRide App accepts payment through Texas State BobcatCard
- Integration with Bus
Example: VeoRide system integrates with Bobcat Shuttle to present bike locations through the Double Map mobile App
- Integration with other alternative transportations
Example: VeoRide partners with Texas State University ZipCar to offer an integrated ride-sharing platform

The higher goal for VeoRide is to support the TXST and CoSM communities by improving the public transit experience. We have dedicated engineering resources to support that mission. A bike sharing system is a crucial part of solving the last mile of transportation. We are willing to work with the University and community to further develop a seamless public transit network.

System Operations

Smart Operations

VeoRide has developed smart technologies for operations to maintain a clean, orderly and functioning Bike Share system,

Geo-fenced Area

VeoRide is one of the earliest adopters of geo-fencing technology. It enables our system to control the bike fleet within a defined service boundary. A user can even pick up a bike and ride it wherever they want outside the boundary, they just have to bring it back to the service area to lock the bike and end their trip until they bring it back to the service area. If the users insist on dropping the bike outside the geo-fenced boundary, the bike collecting fee will be applied to discourage them continuing to do so in the future. The same technology can be applied to set-up a controlled parking zone. For example, if you would like to keep users from parking their bikes around a stadium because of special events, we can create such boundary in the system. This is called a controlled parking zone. If such settings are applied, then users won't be able to drop their bike off in this area. If they do choose to leave the bike there, they will have to pay an additional fee.



Figure - Proposed Initial Geo-fenced service boundary on TXST and CoSM community

Virtual Stations

If the TXST and CoSM would like to further control the bike fleet without having a free-floating model, we have developed a technology to offer the option to set up such virtual stations, which means the users have to return the bikes to certain locations in order to end their trip.

Our planning team has developed the map below to suggest initial placement for said virtual stations. These are not required locations, but a recommendation, and we would talk to TXST and CoSM before finalizing these locations. Besides setting up the virtual stations, we would also place clear signage or add additional bike racks at these locations, all at no cost to the community partner.



Figure - Proposed Virtual Stations Placement Map on TXST and CoSM community

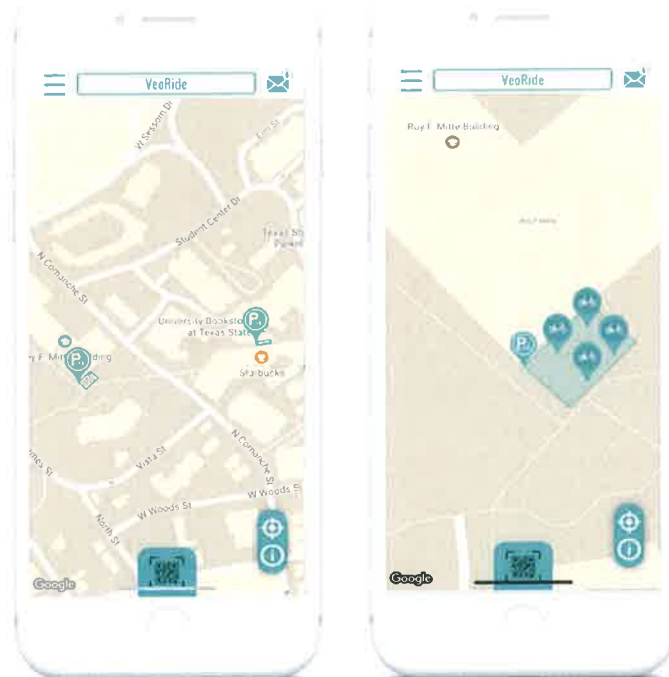


Figure - Example of designated parking zone (Roy F.Mitte Building and University Bookstore at Texas State) on mobile application

As for parking area placement, VeoRide will work with the University to set-up designated shared bike parking

zones, in order to:

1. Prevent bikes being parked inappropriately on campus
2. Save parking space for the existing bike racks
3. Promote responsible bike parking
4. Regulate street parking

Sensor that can detect bikes lying on the street

One of the major concerns for a community looking to implement a dockless bike share program is bikes laying down and blocking sidewalks and walkways. Our engineering team has developed a new sensor used in our smart lock. This sensor is able to detect whether the bike is standing upright or lying down. If the bike is lying down, the system will automatically label the bike in red (as the figure shown below) and inform our fleet technicians. Results from testing this feature show that implementing such technology can tremendously improve street parking for our bike fleet and make operations much more efficient.



Figure - Screenshot of our management system indicating the bikes that need to be re-parked

Physical parking equipment

As for parking area placement, VeoRide will work with the University to set-up designated shared bike parking zone, in order to:

1. Create additional bike parking spots in popular drop-off locations
2. Save parking space for the existing bike racks
3. Promote and educate users to park their bikes responsibly
4. Easier for users to find and pick-up bikes

VeoRide offers **two options** to install a designated bike parking zone:

- **Option 1:** Removable painted designated parking locations
- **Option 2:** Standard bike racks with clear bike parking signage

Both of these two parking approaches are very modular and flexible to install. We can work with the City and University to ensure the product compliance with local guide.

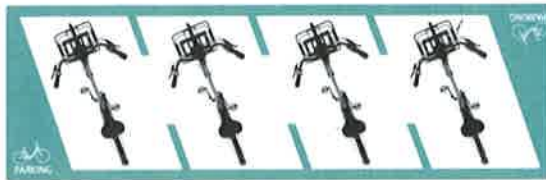
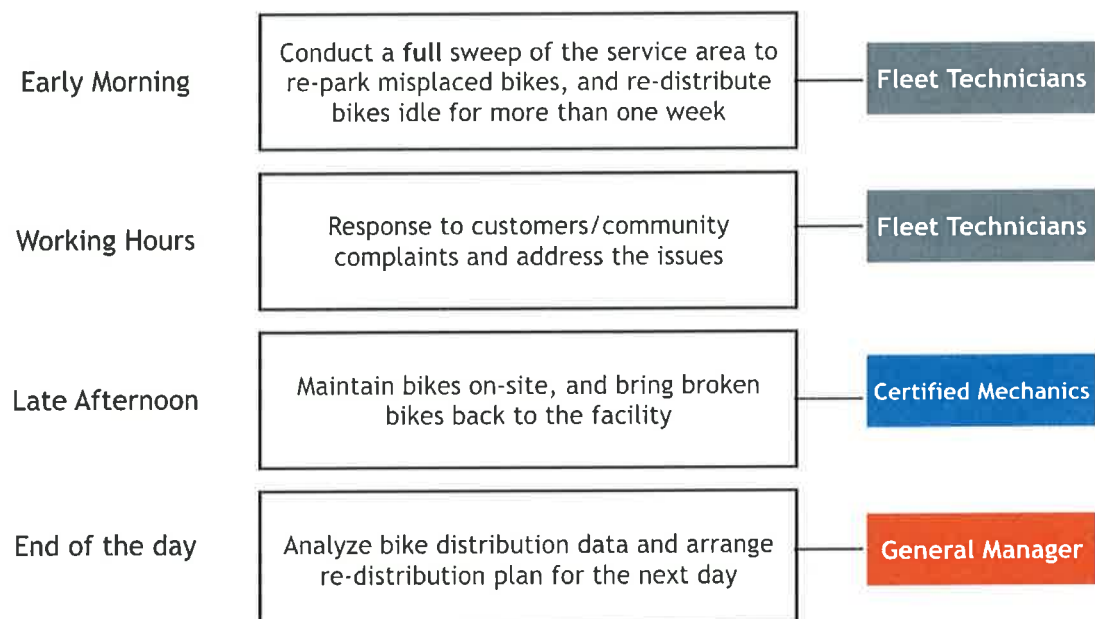


Figure - Examples of designated painted area and bike racks for shared bikes parking

Daily Operations Protocol by Local Staff



Redistribution

VeoRide is committed to working with TXST and CoSM to maintain a clean, orderly and functioning Bike Share system. In case VeoRide is notified through one of our communications platforms of safety concerns or an over-concentration of bicycles, we will relocate the bikes within two hours.

VeoRide operations team will also re-balance bike fleets once or twice a day depending on the bike distribution. Based on our studies the number of bicycles that will need to be redistributed daily is approximately 5% of the system size.

“Lucky Bike” is another feature that we utilize to incentivize user to re-balance the bike. If a bike were marked as a lucky bike, the user who rides the lucky bike to the designated drop-off zone can earn free riding coupons. This feature is able to decrease our bike pickup rate by roughly 15%.

Based on our previous operating experience, VeoRide uses the redistribution protocol for TXST and CoSM community listed below:

	Action Item 1	Action Item 2
Bikes are reported to block sidewalk, fire exits, ADA ramps, or automotive parking spots	Operations team will remove the bikes within two hours	Area will be set as no-parking zone to prevent bikes being left here next time
Bikes located far away from service area	Operations team will move the bikes to popular pick-up areas.	Bike will be set as Lucky Bike.
Bikes idle for over 48 hours	Bike will be set as Lucky bike.	-
Bikes idle for over 96 hours	Bike will be marked as “idle” bike on the fleet management portal	Operations team will move the bikes to popular pick-up area.-
Bikes aggregated in one area	50% of bikes will be set as Lucky Bike.	Operations team will move half of the bikes to popular pick-up areas which have fewer bikes

Table - Our Bike Re-Balance System Ensures Consistent Availability of Bicycles

VeoRide operations team will re-balance bike fleets once or twice a day depending on the bike distribution. Based on our studies the number of bicycles that will need to be redistributed daily is approximately 5% of the system size.

Within the app riders have the option of reporting misplaced bicycles. After they submit the report, the geo-location of the bike will be sent to our operations team to re-park the bike properly. Once verified, riders who submit the report can receive coupons as a reward. In the meantime, the system will automatically track the last riders and link it to our internal parking credit system. Riders with low parking credits will be temporarily suspended.

Maintenance

To provide more green jobs locally, VeoRide hires experienced bicycle maintenance professionals from the local community. We will also partner with local bicycle shops (e.g. The Bike Cave, The Hub Cyclery) to conduct bicycle maintenance offsite on a regular basis. Our programs strive to establish relationships with disadvantaged businesses and we commit to working with these local businesses. We offer maintenance staff detailed technical training on product knowledge base, bicycle assembly, component repair, and adjustment.

Maintenance software: VeoRide's web-based tools manage all bicycle repair and inspection schedules, which are monitored in real-time by VeoRide's local General Manager and mechanics. All bicycle maintenance and inspections records will be documented, including detailed maintenance reports, status of the maintenance reports, maintenance history logs, and upcoming inspection schedules.

Maintenance & Operations	Schedule	Location
Patrol for inappropriate bike parking	Daily	On-Site
Visual Walk-around for any obvious immediate issue	Daily	On-site
Bicycle Inspection	Daily / Weekly	On-Site
Prevention Maintenance and Tune-Ups	Quarterly	Facility
Clean-up Alert or Notification	As needed	On-Site
Address Repair Upon Notification	As needed	On-Site
Replacement Parts and Bicycles	As needed	Facility
Web and Mobile Updates	On-Going	Wireless
Mount bicycle and test front and rear brake levers to ensure their functionality	Daily / Weekly	On-Site / Facility
Inspect chain drive for proper functioning and lubrication	Daily / Weekly	On-Site / Facility
Inspecting handlebar for proper centering and tightness	Daily / Weekly	On-Site / Facility
Inspecting brakes for excessive wear and ensure proper working order	Weekly	On-Site / Facility
Spin front and rear wheels to check for rubbing and wobbling	Daily/Weekly	On-site/Facility
Dismount bicycle and lift rear wheel to test crankshaft and chain for smooth operation	Daily/Weekly	On-site/Facility
Check seat tightness and seat quick release	Daily / Weekly	On-Site / Facility
Ensure hand grips are secure	Daily / Weekly	On-site
Inspect shifters for proper functioning	Daily / Weekly	On-Site / Facility
Check basket and solar panel for loose or broken components	Daily / Weekly	On-Site / Facility
Inspect headlight and taillight working condition	Daily / Weekly	On-Site / Facility
Test locking/unlocking mechanism using mobile application	Daily / Weekly	On-Site / Facility
Ensure accessories such as basket, bell, and advertising components are properly attached	Weekly	On-site/Facility
Test kickstand for proper function	Daily/Weekly	On-site
Clean all visible dirt on the bike	Weekly	On-Site / Facility
Check frame for damage, cracks, and dents	Weekly	On-Site / Facility

Table - Our Preventive Maintenance Plan Ensures that Performance Indicators are Achieved

Maintenance protocol: Preventative maintenance involves performing equipment inspections according to the Bicycle Inspection Checklist and includes a set of minor tasks that are performed regularly on bicycles that are otherwise in rideable conditions.

For off-site maintenance, our operation patrol team picks up damaged bicycles and sends them to our partner bicycle shops. Once the damaged bicycles are fully repaired, we re-distribute them once they have passed our detailed inspections. To ensure our bicycles always provide the best riding experience, our maintenance service also offers the following benefits:

1. Comprehensive 35-point maintenance checks monthly for every bicycle.
2. Immediate remote disabling of damaged bicycles and label for maintenance.
3. Provide simple online user manuals so cyclists can tune and adjust the bicycles as they need.
4. Daily visual inspection of our bicycles.
5. Document each bicycle's maintenance history and analyze product service data in our system.

Emergency Events

VeoRide's equipment is designed to withstand emergency events. Since the locking and communications technology are located on the bicycle itself, VeoRide can easily locate and quickly remove bicycles. Given sufficient time, VeoRide's operations team will bring as much of the fleet as possible to safer locations either to the warehouse or higher ground. VeoRide can customize our Standard Operations Procedure and Emergency Preparedness Plan with local stakeholders to make sure all local concerns are addressed.

Customer Service

VeoRide provides a dedicated toll-free phone line, email address and in-App reporting system for 24/7 service supporting our riders and the local community. Riders can find contact information in the App or on the bicycle.

Urgent matters will be addressed by local operations team within two hours between 8:00 AM and 8:00 PM (CST) every day, except for State and Federal holidays. Best efforts will be made after 8 PM with all issues addressed the following day. The University will have access to the personal phone numbers of the leadership team and the local team. We will happily work with TXST and CoSM community to maintain and improve responsiveness to parking and safety issues.

VeoRide is also able to directly communicate and follow up with riders in their in-app mailbox. The message can be sent to an individual, a group of people, or the entire network. This push notification feature can also be used to send messages from the community that are provided to VeoRide.

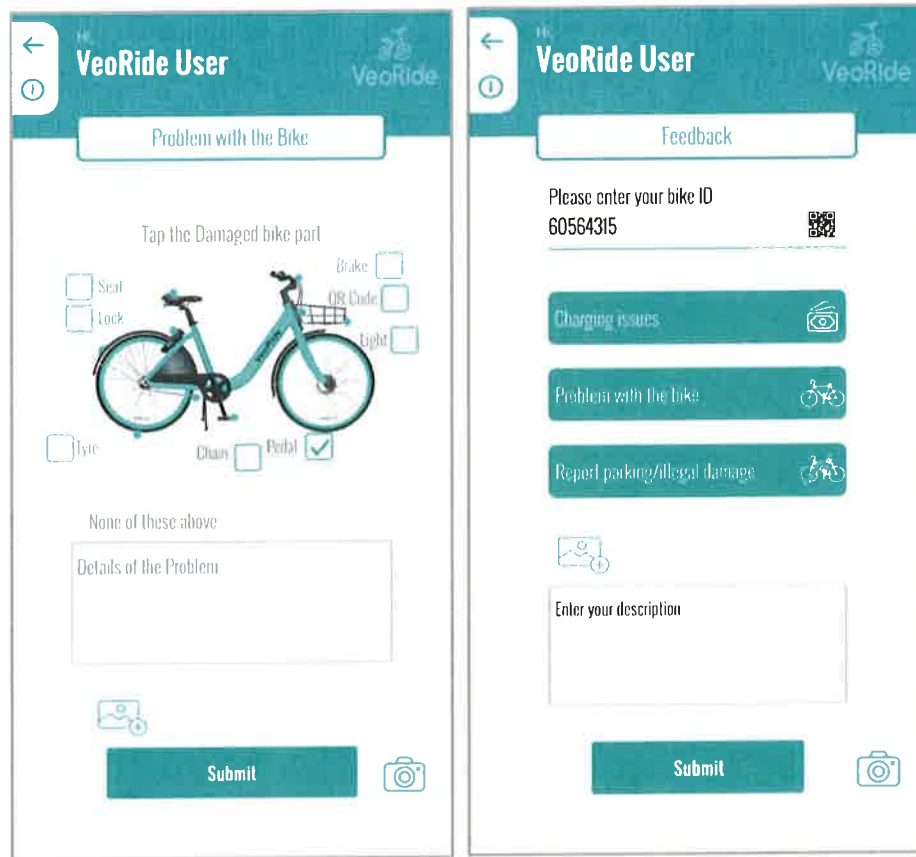


Figure – Example Views of the App

Data Management and Reporting

With a goal to integrate the Dockless Bike Share system to the community, ensure the best quality of service, and help our community partner to identify opportunities to improve infrastructure, VeoRide will provide a quarterly report, or on an ad hoc basis upon request that includes:

- Number of rides, including overall and daily bicycle usage
- Total biking miles, calories burnt, and carbon emission reduced by current bike network
- Number of bicycles in service
- Number of active riders
- Pick-up/Drop-off locations heat map
- Safety reports for any crashes involving VeoRide bicycles
- Customer feedbacks and comments
- Current distribution of bicycles



Overall ride statistics

Daily, Weekly, Monthly Usage



Rider Trip Data



Heat Map

Figure - Example of Data Reporting That will be Shared

Data Tracking Dashboard

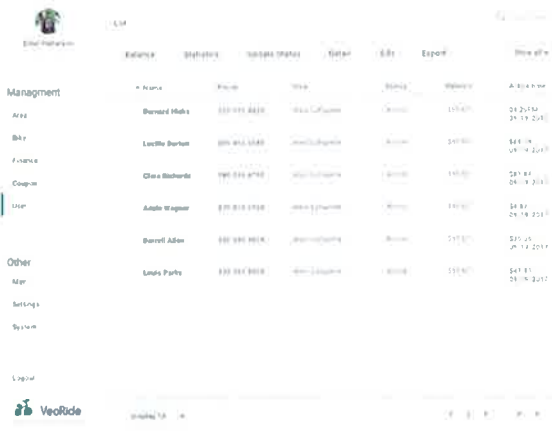
VeoRide provides powerful tools to help operators manage the bicycle fleet, rider's data, and maintenance/operations. Administrators and operators can track all bikes, users, transactions, maintenance, and system usage through the powerful management tool.

The following screenshots are actual system displays from our operational Bike Share system in West Lafayette, IN.



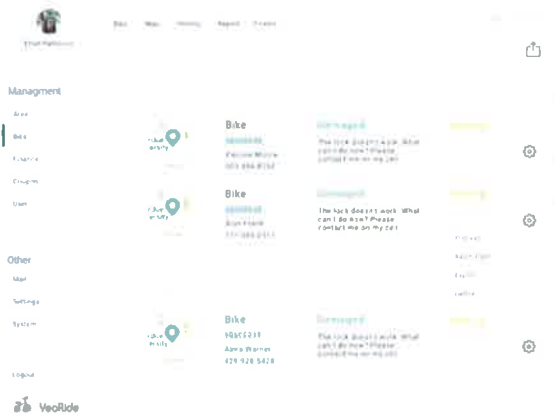
Bike Distribution Map

Real-time view and bike distribution management, along with status, and locations



User Management

Manage user profiles, account balance, ride history, and direct communications



Report Ticket System

Operators can create, track, manage and resolve maintenance and customer issues



Ridership Dashboard

Real-time tracking of ridership, number of users, bikes, and activities

VeoRide Pricing

The VeoRide bike share program will not require any upfront cost or annual fees from the University to set up, operate, and expand the bike share program. VeoRide will be responsible for all costs for the deployment, operation, maintenance, and recycling.

VeoRide is able to provide excellent pricing to riders for the use of Bike Share bicycle with a flat rate mode of \$0.50 every 15 minutes. There is no overage fee, the fee is \$0.50 for each additional 15-minute period of use. For example, if a user rides a VeoRide bike for 30 minutes, the fee would be one dollar. And there is no deposit needed for riders to use the Bike Share program. As an alternative, riders can pay for unlimited rides per the schedule below:

The membership fee for residents is listed below:

- Monthly Package \$25.99
- Yearly Package \$99.99

Discounted membership fee offered for TXST students:

- Monthly Package \$13.99
- Yearly Package \$48.99

Discounted membership fee offered for qualified low-income individuals:

- Monthly Package \$4.99
- Yearly Package \$28.99

The First Week Preview: All registered campus users get free VeoRide rides under 15 minutes.

New User Promotion: After the first launching week, VeoRide will provide five free rides to all new registered campus users.

Bulk purchase: If TXST and CoSM or other entities would like a bulk purchase of memberships, VeoRide will provide discount according to the amount purchased:

- 100 – 499 memberships: 10% off
- 500 – 999 memberships: 12% off
- 1000 – 2000 memberships: 15% off

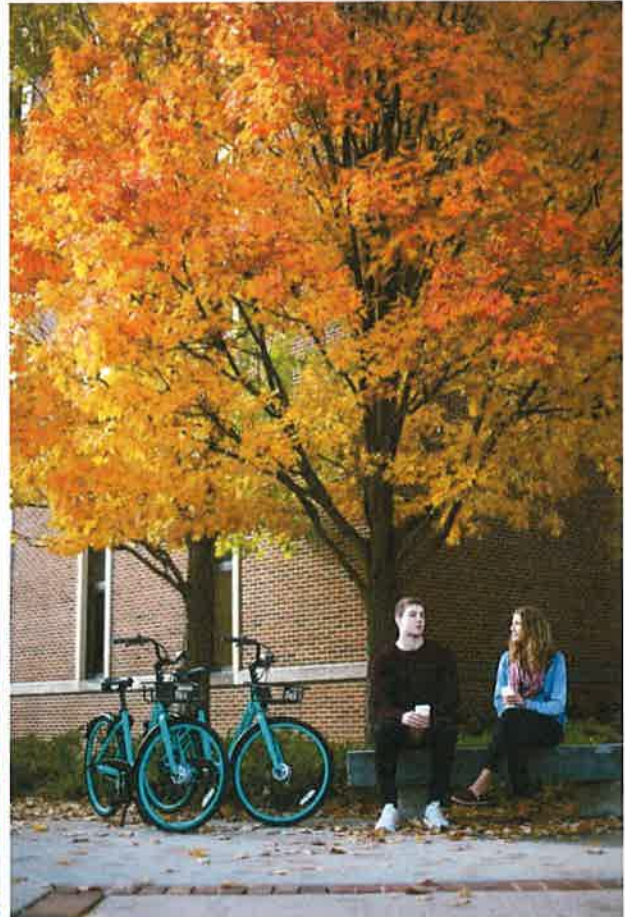
Marketing and Optional Sponsorship Opportunities

Marketing and Communication

Veoride loves cycling. Beyond just bringing a dockless Bike Share system to TXST AND COSM, we want to express our huge passion for cycling to people and invite them to enjoy a wonderful outdoor experience. We shoulder the responsibility to educate our customers and bring more people to the cycling world. We would like to collaborate with the community with a variety of activities to promote the bike share program and increase visibility of a community's progressive culture.

Riding Promotion: A good beginning is half of success. In order to encourage more community members to use the service, Veoride offers two-week free ride to the entire community upon launch. After the launch period, new users can get five free rides when they register, and users can get three free coupons every time they refer a friend to sign up for Veoride account. The referees can also get three free coupons when using a reference promotion code from existing users.

Parent Care Package: Care packages offer a way to send some favorite goodies for the student to take with them to the University. A Veoride membership can be included in the Care Package and sent to students. In this way, new students are encouraged not to bring their own bike to campus since Veoride bike share program on campus is affordable, convenient, and accountable.



Healthy-Life Incentive Plan: Riding VeoRide and earning credits to lower employees and employers' health care insurance cost. For example, VeoRide is working with the Kansas Department of Health to utilize VeoRide's ride tracking technology to help employees track their fitness data so to earn points for the HealthQuest Rewards Program.

Community Events: VeoRide sponsors local events and activities to get more people to learn about the Dockless Bike Share service.

On-site Promotion: Setting up a promotional booth at campus and community events to demonstrate how to use the system and hand out free riding coupons to attract people to try VeoRide.

Social Media Channel: Paid digital marketing campaign via different social media channels, e.g. Facebook, Instagram, Snapchat etc. Blog on social media to educate and encourage people to ride safely with VeoRide.

Press Channel: Collaborating with the University and the city to promote the value of bike share program by local, regional, and national press releases and featured stories.

Signage on Bike: In the community, VeoRide's stunning and highly-visible bikes are the most effective form of marketing to attract new users. Every bike basket has an instruction board to demonstrate where to download the VeoRide app, how to use the system, and where to park the bike properly.

App and Website: VeoRide App and website contain rider's education information and instructions for the system. We can also send messages or push notification to riders in the app to meet the community's needs.

Student Ambassadors: VeoRide provides students with part-time employment or paid internship opportunities to gain leadership and hands-on working experience. Student ambassadors from different campuses will have regular meetings together to share best practices across the nation.

Campus/City Tour: VeoRide can collaborate with the University and City Visitor Centers by arranging tours for visitors or prospective students to bike around campus or the city. Reservations can be made five business days in advance.

Department/Company Ride: VeoRide provides group biking reservations for lunchtime exercise and group building activities etc.

Optional Partnership and Sponsorship Opportunities

VeoRide Bike Share program will primarily be funded by VeoRide with no set-up fees or annual fees required from the community. However, if approved by TXST and CoSM, VeoRide may choose to partner with local businesses or organizations on a rolling basis to promote the bike share program in the community. VeoRide can customize bikes according to sponsor's needs and share **20% of the sponsorship fees** with TXST and CoSM.

Sponsorship opportunities can be offered in the following formats:

- Title sponsorship: Sponsors can brand the bike share program and brand all the assets of the bike share program including its color, assets, and message.
- Presenting sponsorship: Sponsors get the opportunity to purchase either system-wide or a portion of the system's logo placement on the bike or mobile App.



Project Understanding & Approach Proposal

Pre-launch Implementation:

The VeoRide Bike Share program can be fully deployed and ready for use around four weeks of signing the agreement. The program is composed of four phases: Program Design, Program Development, Bike Production & Logistics and System Deployment. Each of the four phases has distinct project deliverables that lead to a fully operational Smart Bike Share System.

Program Development:

- Work with TXST and CoSM to obtain approval of the overall plan for program implementation
- Recruit and train local employees
- Setup maintenance facility/workstation
- Pre-launch meetings and discussions
- Marketing campaign and rider education event planning

Program Design:

- Customized bike design
- Select designated parking area
- Designated parking area design
- Marketing material preparation

Bike Production & Logistics:

- Bike assembly production
- Bike shipment
- Service parts shipment
- Warehouse & inventory setup

System Deployment:

- Field deployment
- Launch campaign
- Marketing events

Phased Implementation of the Program:

The size and timing of each phase are flexible depending on discussions with the University and City. We recommend the following implementation plans for each phase.

Phase I (Pilot Program) May 2018 – Deploy 350 standard bikes covering the entire TXST campus and CoSM downtown. Deploy 50 standard bikes to TXST Round Rock Campus.

Phase II (Full Launch), Fall 2018 – Deploy additional 350 standard bikes and 50 electric-assisted bikes to cover a larger area of the CoSM community.

Phase III (Program Expansion), Spring 2019 – Deploy additional 500 bikes and additional 50 electric-assisted bikes based on the riding data and feedback collected from the previous operating period.

Phase	Number of Standard Bikes in Operations	Number of E-Bikes in Operations	Launch Timeline
Phase I	350	N/A	May 2018
Phase II	700	50	Fall 2018
Phase III	1,200	100	Spring 2019

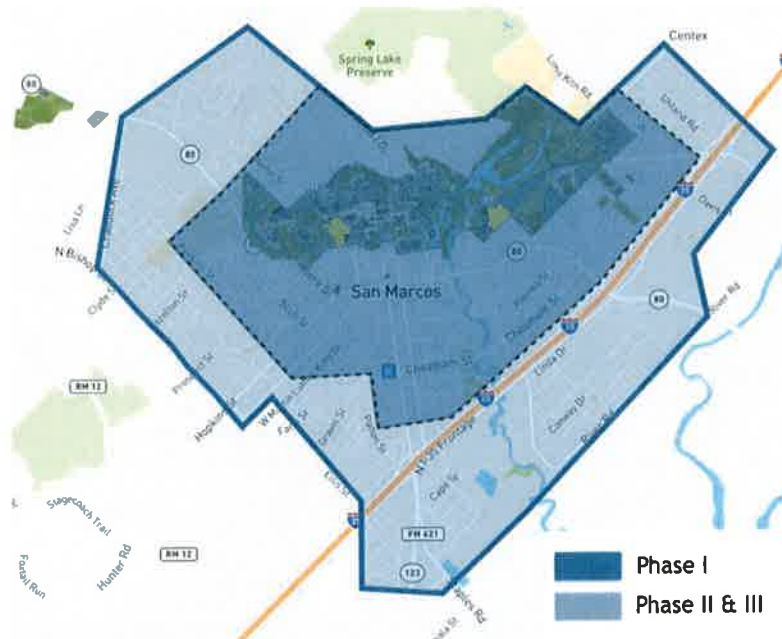


Figure -Example of Bike Share Phased service area for TXST and CoSM community

Project Personnel and Organization Chart

VeoRide is dedicated to hiring local and passionate cycling and transportation advocates or students who have knowledge and experience working in cycling, transit, operations management, and with various niche communities across TXST and CoSM. While getting support from our central team, the VeoRide San Marcos team will be hired and trained locally to service this bike share program. The local team members include:

Position	Responsibilities
General Manager (GM)	A full-time professional hired locally who will be the main point-of-contact for TXST and CoSM. Responsibilities include: • Day-to-day operations • Fleet staff management • Facilities management • Field operations management • Physical assets management • User-issues troubleshooting • Liaison with Stakeholders • Staffing • Interface with the Public
Program Ambassadors	Local resident or student whose key responsibilities include: • Interacting with the Public • Events and Conferences • Customer Service Support • Community Outreach • Interface with the Public
Fleet Technicians	Local residents or students whose key responsibilities include: • Rebalancing • Collect damaged bikes • Re-park misplaced bikes • Preventive Maintenance checks
Mechanics	Local residents or students whose key responsibilities include: • Maintenance • Repair

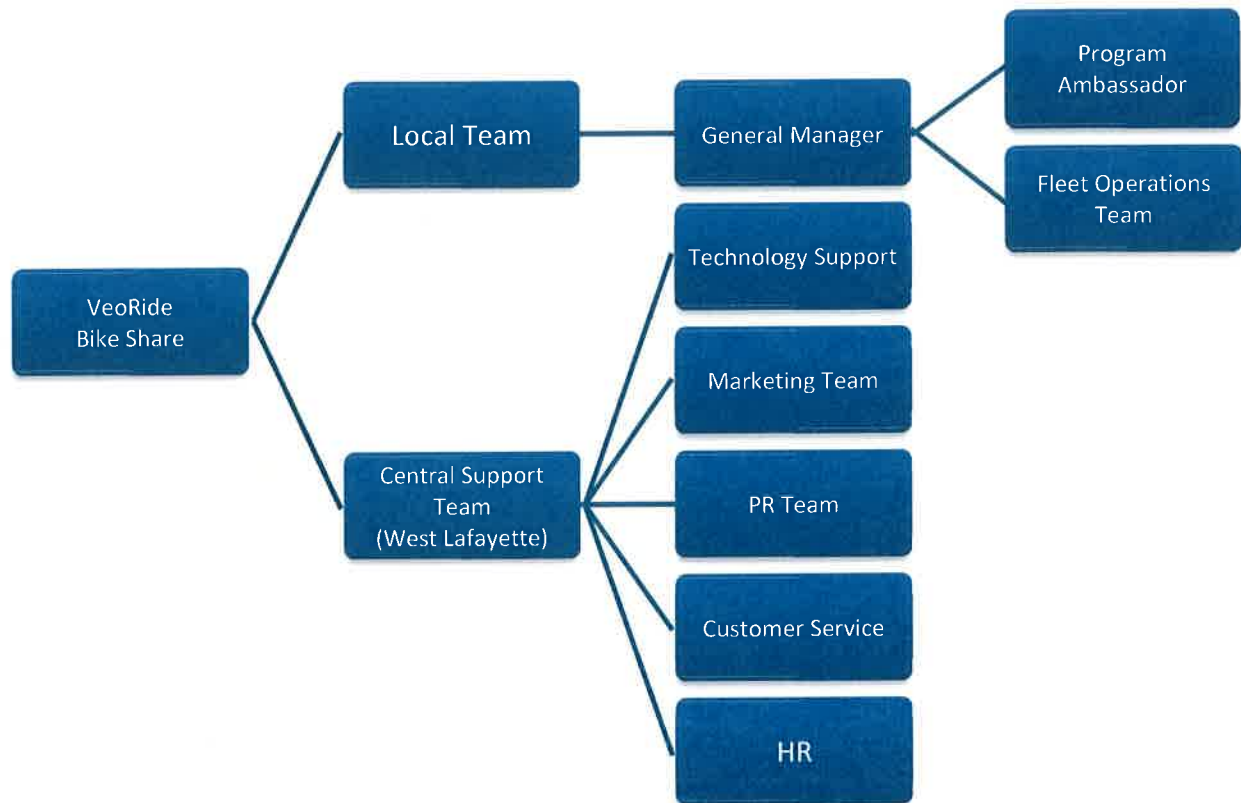


Figure – The Local CoSM and TXST VeoRide Organization is supported by our Central Team

The table lists the VeoRide key personnel for this Bike Share project with TXST and CoSM.

Role of Key Personnel	Name
VP of Sales and Marketing	Phil Hallstedt
VP of Business Development	Candice Xie
Head of Strategic Relations	Keith Williams
Head of Engineering	Edwin Tan
Director of People Operations	James Valadez
Director of Customer Success	Jordan Allen
Operations and Logistics Manager	Troy Seymour
Field Marketing Manager	Maria Welch
Technical Support	Frank Lin

Figure - VeoRide List of Key Personnel that Ensure Project Success



Candice Xie, Vice President of Business Development, leads VeoRide to advance and react to a dynamic regulatory environment and seek paths toward efficient and effective expansion by effectively communicating the values of our service to target communities and markets. Prior to VeoRide, Candice worked at Schneider Electric as Finance Advanced Development Program Associate in North American Financial Planning and Analysis team. Prior to Schneider Electric, she worked in Bank of China and MassMutual Financial Group. She graduated with distinction from Purdue University with a BS in Finance.



Edwin Tan, Head of Engineering of VeoRide, has extensive experience in bike industry and Internet of Things (IoT) throughout his career. Formerly, he was the Mechanical Engineer for Trek Bicycle and the Design Consultant for a Fortune 50 company. He earned his master degree in School of Mechanical Engineering at Purdue University. He has published research papers on top international conferences related to Bike Safety and Human-centered design for cyclists. Edwin has strong industry experience and deep understanding of bicycle design, manufacturing, and supply chain.



Keith Williams, Head of Strategic Relations, comes to VeoRide after 10+ year career in entrepreneurship. Keith has been involved in technical arena, many levels of management including marketing strategy and implementation of an East coast based electronic filter manufacturer as well as a Midwest located biotechnology company and even beyond into the social media/mobile app world of the music industry. Keith is a Purdue Krannert MBA in December of 2012, and a Masters in International Business from CEU Business School in Budapest Hungary in June 2013.



Charles Yu, Advisor of VeoRide, has considerable experience in high tech industry and has worked in Silicon Valley and China. Charles has been advising companies and startups in all aspects of business and operations including business model development, product development, go to market strategy and partnership strategy. Charles received MSEE in Electrical and Computer Engineering from Purdue University and Executive MBA from the Wharton School of University of Pennsylvania.



James Valadez, Director of People Operations, brings operations and talent and people management experience that is highly metrics and execution driven. A graduate of Dartmouth College (AB) and Purdue's Krannert School of Management (MBA) he has created and scaled teams and processes in fast paced and dynamic warehouses as an executive for McMaster-Carr Supply Company, a premier distributor of industrial supplies. As an early hire and Chief People leader for Fooda, a food technology company, he grew and scaled startup teams in multiple U.S. markets and helped the executive team lead a \$10M Series A funding round.

Insurance and Indemnification

VeoRide holds industry standard insurance, worker compensation coverage, and automobile insurance and will maintain it for the life of the contract. The insurance endorsements will be in accordance with terms and requirements of the RFP. VeoRide will present insurance certificates of insurance prior to the start of program launch to the University and the City with proper endorsements.

VeoRide will indemnify and save harmless the University and City from any and all losses, costs, damages, liability and expenses, including reasonable attorney fees, arising out of or in conjunction with claims or suits for damage to property and/or injury to persons, including VeoRide employees and all sub-contractor's employees at any tier, including death, alleged or claimed to have been caused by or through the performance of the work or operations incidental to the work by VeoRide, its agents or employees, or by its subcontractors of any tier, their agents or employees, whether through negligence or willful act; and the vendor shall, at the request of University and/or City, undertake to investigate and defend any and all such claims or suits against University and/or City.

Professional References

Reference #1

Service Provided	Bike Share Program
Date of Service	10/25/2017
University Organization	City of West Lafayette, IN
Contact Name, Title, Phone and e-mail	Mayor John R. Dennis, Mayor of the City of West Lafayette, (765) 775-5103, mayor@westlayette.in.gov

Reference #2

Service Provided	Bike Share Program
Date of Service	09/01/2017
University Organization	Purdue Research Foundation
Contact Name, Title, Phone and e-mail	Greg Deason, Senior Vice President and Director of Innovation and Entrepreneurship, (765) 479-0807, gwdeason@prf.org

Reference #3

Service Provided	Bike Share Program
Date of Service	09/01/2017
University Organization	Purdue University
Contact Name, Title, Phone and e-mail	Max Driscoll Assistant Director of Campus Master Planning and Sustainability, (765) 494 7030, mgulich@purdue.edu

Letters of Recommendation

**Department of Development**

222 N. Chauncey Ave.

Room 102

West Lafayette, In 47906

765-775-5160

March 5, 2018

To the Texas State Review Team,

On behalf of the City of West Lafayette, I would like to recommend the bike share services of VeoRide, Inc. In 2017, VeoRide was given permission to launch a bike share pilot program within the City of West Lafayette, home to Purdue University. At the time, VeoRide distributed 160 bicycles into key community locations. Those bicycles were quickly utilized in our community and continue to be an ever-expanding mode of transportation for our citizens and visitors.

The City of West Lafayette along with the Purdue University campus are going through a significant redevelopment effort that very deliberately has pedestrian friendly infrastructure at the core of its design. The timing of VeoRide's offering could not have been better as we come together to find ways to reduce automotive impact on the community. Every time a VeoRide bike goes by, there is a high likelihood that it represents another car kept off the streets. The bike share program has also addressed the needs of the large student community with no other transportation options, providing them a way to better access both the campus and the city. We look forward to seeing an increasingly positive impact of bike share programs such as VeoRide continue to encourage within our community.

Please feel free to reach out with to discuss our city's bike-share system in more detail.

Sincerely,

Erik A. Carlson
Director of Development
City of West Lafayette



February 28, 2018

To Whom It May Concern:

I have had the pleasure to witness the growth of VeoRide from idea to a high-growth company from my vantage point with Purdue's Burton D. Morgan Center for Entrepreneurship and the Purdue Foundry. The programs offered through this center we are now approaching 200 companies that we have worked with over the past couple of years and VeoRide is without a doubt one of the most impressive in all possible facets.

The VeoRide team's passion for bicycling, community improvement, and promoting healthy lifestyles is contagious. This zest for success, as well as their attention to detail and operational excellence (as we've witnessed first-hand in our community), has put them on a trajectory to possibly become one of our biggest success stories.

The bikes that have been distributed throughout the greater-West Lafayette community are well utilized and liked by students, community members, and visitors alike. With the traction that VeoRide has gained locally, their expansion efforts across the nation have become a standard of success and also motivation for the other startups around Purdue University. On a personal note, I also am a VeoRide customer and enjoy using the bikes from time to time on the Purdue Campus.

Sincerely,

A handwritten signature in black ink, appearing to read "Gregory W. Deason", written over a horizontal line.

Gregory W. Deason | Senior Vice President
Director of Innovation and Entrepreneurship
Burton D. Morgan Center for Entrepreneurship
1201 West State Street, West Lafayette, IN 47907
765-588-5254 | gwdeason@prf.org
www.purduefoundry.com www.purdue-research-park.com

"The organization can never be something the people are not"



purduefoundry.com | foundry@prf.org | 765.588.5250

Statement of Qualifications

Vendor Information:

1. **Provide the following information on your firm for the past five (5) fiscal years: Revenues Annual revenue totals and percent change per year.**

Private company- does not share financial information.

2. **Identify if your firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity. in both organization and company direction. If so, please explain the impact.**

No, VeoRide isn't currently for sale or involved in any transaction to expand or to become acquired by another business entity.

3. **Provide details of any past or pending litigation, or claims filed, against your firm that may affect your performance under a Contract with TXST or CoSM.**

No litigation or claims filed against VeoRide.

4. **Identify if your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If so, specify date(s), details, circumstances, and prospects for resolution.**

No, VeoRide isn't in default on any loan agreement or financing agreement with any bank, financial institution, or other entity.

5. **Does any relationship exist by a relative, business associate, capital-funding agreement, or any other such kinship between your firm and any University or CoSM employee, officer, elected official, or Regent? If so, please explain.**

No, there is not.

Non- Collusion Affidavit



NON-COLLUSION AFFIDAVIT

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal (such persons, firms and corporations hereinafter being referred to as the "RESPONDENT"), being duly sworn, on his or her oath, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other RESPONDENTS, or with any official of The Board of Regents of The Texas State University System; Texas State University or their respective employees, or any person, firm or corporation under contract with The Board of Regents of The Texas State University System, Texas State University or their employees, whereby the RESPONDENT, in order to induce acceptance of the foregoing Proposal by said The Board of Regents of The Texas State University System, Texas State University or their respective employees, has paid or is to pay to any other RESPONDENT or to any of the aforementioned persons anything of value whatever, and that the RESPONDENT has not, directly or indirectly entered into any arrangement or agreement with any other RESPONDENT or RESPONDENTS which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

The RESPONDENT hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other RESPONDENT, potential RESPONDENT, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other RESPONDENTS or potential RESPONDENTS, or to obtain through any unlawful act an advantage over other RESPONDENTS or The Board of Regents of The Texas State University System; Texas State University or their respective, employees.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the RESPONDENT without consultation with other RESPONDENTS or potential RESPONDENTS or foreknowledge of the prices to be submitted in response to this solicitation by other RESPONDENTS or potential RESPONDENTS on the part of the RESPONDENT, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

CONFLICT OF INTEREST

The undersigned RESPONDENT and each person signing on behalf of the RESPONDENT certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Board of Regents of The Texas State University System, Texas State University or their respective, employees, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Company Name Veoride, Inc

Signature *Bowen*

Printed Name and Title of Authorized Signer Bowen (Candice) Xie, VP Business Development

Date March 22nd 2018

BOWEN (CANDICE) XIE

Subscribed and sworn to before me this

22ND day of MARCH, 2018

Courtney Marie Neal



Notary Public in and for the County of TIPPECANOE, State of INDIANA

My commission expires: MAY 1, 2024

MEMBER THE TEXAS STATE UNIVERSITY SYSTEM
Texas State University is a tobacco-free campus

Sample Standard Contract

The following is a sample of our MOU, which is our Standard Contract



MEMORANDUM OF UNDERSTANDING BIKE SHARING SERVICES

This agreement is dated March 5th, 2018, and is between Veoride, Inc., an Indiana corporation (Veoride") and Texas State University ("University").

Veoride operates a bike sharing company that utilizes a dockless "smart bike" bike share system that enables GPS, cellphone connectivity, and self-locking technology to allow the bicycles to be locked and unlocked by users with an app and tracked ("Services"). The University now wishes to engage Veoride to provide the Services.

In consideration of the mutual covenants and representations set forth in this Agreement, University and Veoride hereby agree to launch the Services as follows:

License and Term. Pursuant to the terms of this agreement, University hereby gives Veoride an exclusive, revocable, and non-transferrable license to utilize the public right-of-way within the University boundary in order to provide bike share services for the University. The term right-of-way ("ROW") refers to sidewalks, roads, bike lanes and other pathways maintained by the University. University hereby grants Veoride the exclusive right to operate the Services for a period of 1 year, which may be extended by written mutual agreement. The license and authorization is not a lease or an easement, and is not intended and shall not be construed to transfer any real property interest in University property.

Permitted Use. Veoride's riders may use the public ROW for parking of the Veoride bicycles. Veoride shall not place or attach any personal property, fixtures or structure to the public ROW within the University's boundary without the prior written consent of University or private property owners. Use of the ROW, and Veoride's operations within the University's boundary shall, at a minimum:

- Not adversely affect the public ROW within the University's boundary or the University's streets or sidewalks;
- Not adversely affect the property of any third parties;
- Not inhibit pedestrian movement within the public ROW or along other property or rights-of-way owned or controlled by the University; and
- Not create conditions which are a threat to public safety and security.

Bike Parking. Veoride bikes may be parked in a legal manner in ROWs including public sidewalks by

individuals participating in the stationless bike sharing program. Bikes parked on private property will be allowed at the discretion of the private property owner. VeoRide will actively manage the bicycles to ensure orderly parking and the free and unobstructed use of the ROW. The University, at its own discretion, may choose to support the bike sharing program with the installation of additional bike racks, painted bike parking spots, and/or recommended bike parking spots without racks or painting.

Condition of Public ROW.

University will make the public ROW available to VeoRide in an "as is" condition. University makes no representations or warranties concerning the condition of the public ROW or its suitability for VeoRide riders. Further University assumes no duty to warn VeoRide or its customers concerning conditions that exist or may arise in the future.

University assumes no liability for loss or damage to VeoRide's bicycles or other property. VeoRide agrees that University is not responsible for providing security at any location where VeoRide's bikes are stored or located, and VeoRide waives any claim against University in the event VeoRide's bicycles or other property are lost or damaged.

Maintenance and Care of Public ROW. VeoRide expressly agrees to repair, replace or otherwise restore any part or item of real or personal property that is damaged, lost, or destroyed as a result of VeoRide's use of the public ROW. Should VeoRide fail to repair, replace, or otherwise restore such real or personal property, VeoRide agrees to pay University's costs in making such repairs, replacements, or restorations.

Maintenance and Operations. VeoRide will use its best efforts to follow the maintenance, replacement and operation schedules for the bicycles listed in Exhibit A.

Insurance. Prior to beginning and continuing throughout the term of this Agreement, VeoRide, at its sole cost and expense, shall furnish the University with certificates of insurance evidencing that it has obtained and maintains insurance in the following amounts.

- Workers' Compensation Insurance that satisfies the minimum statutory limits.
- Commercial General Liability and ROW Damage Insurance in an amount not less than one million dollars (\$1,000,000) combined single limit per occurrence or two million dollars (\$2,000,000) annual aggregate for bodily injury, property damage, products, completed operations, and contractual liability coverage.
- Comprehensive automobile insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage including coverage for non-owned vehicles.

All insurance policies shall be written on an occurrence basis and shall name the University Indemnitees as additional insureds and any University insurance shall be secondary and in excess to VeoRide's insurance. If VeoRide's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve

to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

Confidentiality. University acknowledges that during the term of this agreement VeoRide may disclose information, whether orally, visually, or in tangible form, that is proprietary and confidential to the disclosing party and is disclosed or marked as proprietary or confidential (hereafter "Confidential Information"). University shall only use the Confidential Information to perform its obligations hereunder and will take all reasonable measures to safeguard and prevent the unauthorized disclosure of Confidential Information, but no less than the measures it takes to safeguard its own confidential information, including without limitation disclosing Confidential Information only to those of its employees with a need to know such information to perform their obligations hereunder and which have been advised of the confidential nature of the information and have agreed to protect the Confidential Information to the same extent as the University hereunder.

Indemnification. VeoRide agrees to defend, indemnify and hold harmless University, its affiliates, officers, directors, shareholders, members, employees or agents ("University Indemnitees") from all claims, suits, actions, damages, demands, costs, or expenses of any kind or nature resulting from this agreement.

Compliance with Law. VeoRide, at its own cost and expense, shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of the public ROW and the operation of its stationless bike share program, including but not limited to laws governing operation of bicycles. If any license, permit, or other governmental authorization is required for VeoRide's lawful use or occupancy of University ROW or any portion thereof, VeoRide shall procure and maintain such license, permit, and/or governmental authorization throughout the term of this Agreement. University shall reasonably cooperate with VeoRide, at no additional cost to VeoRide, such that VeoRide can properly comply with this Section and be allowed to use University ROW as specified in Section 2, above.

Required Reports. VeoRide shall provide reports to the University concerning utilization of its bikes and bike route usage not less than quarterly.

No Joint Venture. Nothing herein contained shall be in any way construed as expressing or implying that the parties hereto have joined together in any joint venture or Liability Company or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this Agreement.

Termination. This Agreement may be terminated prior to the expiration date set forth in the Section 1, above, upon the occurrence of any of the following conditions:

Upon delivery of written notice from University to VeoRide terminating this agreement for any reason, or for no reason, by giving at least thirty (30) days' notice to VeoRide of such termination.

An attempt to transfer or assign this agreement.

VeoRide shall not terminate this agreement without first giving at least ninety (90) days' written notice of plans for termination. Upon the effective date of termination of this Agreement, VeoRide shall remove all bicycles from the University and restore all public ROW to the condition of the public ROW at the Commencement Date of this Agreement.

Amendment. This Agreement may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this agreement and executed by duly authorized representatives of the parties.

Counterparts. This agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Assignment. University may not assign this agreement, or of any rights or obligations hereunder, without the prior written consent of VeoRide.

Binding Effect. This agreement inures to the benefit of and will be binding upon the parties hereto and their respective heirs, legatees, administrators, executors, legal representative, successors and permitted assigns.

Entire Agreement. This agreement contains the entire agreement of the parties relating to the subject matter hereof.

Governing Law. This agreement and all matters concerning its interpretation, performance, or enforcement will be governed in accordance with the laws of the State of Indiana. Any litigation arising out of the agreement or the relationship of the parties hereto must be brought in a court of competent jurisdiction in Tippecanoe County, Indiana.

Severability. In the event any of the provisions of this agreement shall be held to be invalid by any court of competent jurisdiction, the same shall be deemed severable, and as never having been contained herein, and this agreement shall then be construed and enforced in accordance with the remaining provisions hereof.

Remedies. In the event either party fails or refuses to comply with the terms of this agreement, then the non-breaching party may seek any remedy available at law or in equity, and shall be entitled to recover its reasonable attorneys' fees in addition to any other remedy.

Legal Fees. The prevailing party in any legal or equitable proceeding arising out of the agreement will be additionally entitled to recover court costs, reasonable attorneys' fees, and other legal expense from the non-prevailing party.

Notice. Any notice required or permitted hereunder will be deemed effective when sent by electronic mail, or by certified mail, registered mail, or a signature confirmation service provided by the United States Postal Service, postage prepaid, or when sent by an overnight carrier as follows:

If to VeoRide, Inc.:

1281 Win Hentschel Blvd.

West Lafayette, IN 47906

Attention: Candice Xie

Email: Candice.xie@veoride.com

With a copy to:

Corben Lee

250 Main Street

Lafayette, IN 47901

Email: corben.lee@gutweinlaw.com

If to University:

Attention: _____

Email: _____

With a copy to:

Email: _____

or at such other address as either party may from time to time specify by notice hereunder. If notice is provided by electronic mail, the party sending the notice has the burden of demonstrating that the notice was received. This burden may be met by any written acknowledgment or electronic reply to the electronic message from the party receiving notice, excluding any automatic or computer generated response.

The parties are signing this agreement on the date stated in the introductory clause.

VEORIDE, INC.

By: _____

Candice Xie, VP of Business Development

Counterpart Signature Page to Memorandum of Understanding

UNIVERSITY:

By: _____

Printed: _____

Title: _____

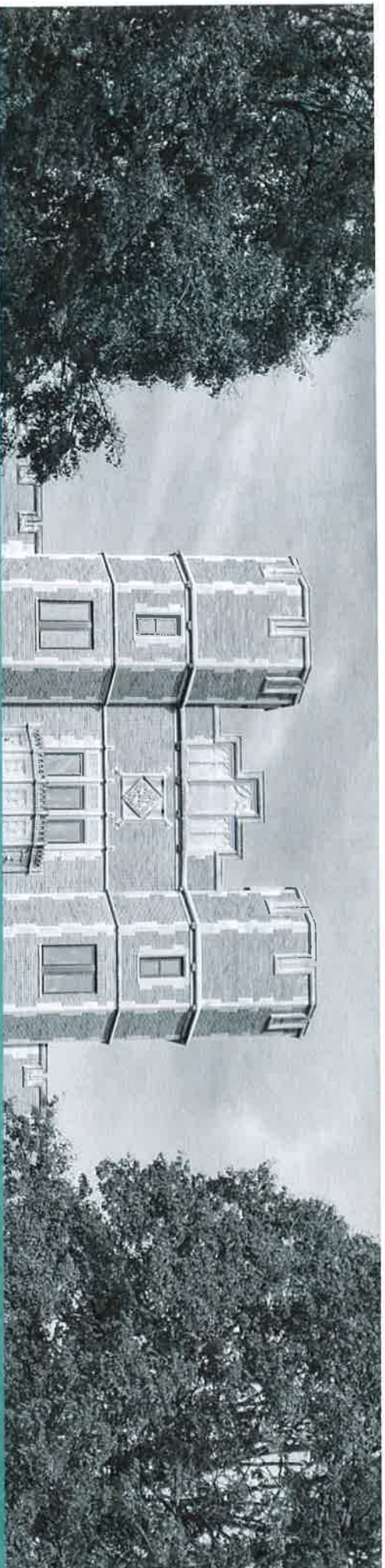
EXHIBIT A

Description of VeoRide's Service Level Agreement

We have built the matrix below with performance indicators that best represents our model of bike sharing. We will report these metrics that help the City and University measure our success serving its residents and improving the mobility on City and University. We will maintain our bikes to be in an excellent state of cleanliness and repair, with a minimum of 90% of deployed bikes operable at any time.

Performance Indicator	Description	Measurement Tool	Minimum Performance Standard	Reporting Frequency
Mobile application & service support portal	VeoRide mobile application and service support system fully operational	Uptime reporting	99.5% uptime	quarterly
Bicycle distribution	Maps identifying trends in peak bike distribution	Maps showing aggregate usage patterns	Fleet will focus on serving [TXST and CoSM community]	quarterly
Bicycles in Service	# of bikes in service	Daily uptime reports	Deploy and maintain a minimum of [350] bicycles in service in in any calendar month during the term of service.	quarterly
Report-responsive	Response time of improper bike parking / other problems communicated to City and University staff	Time relative to report logs	Within two (2) hours during business hours between 8am to 8pm Monday through Friday except for State and Federal holidays. For any complaint outside of business hours, within two hours (2) of start of business hours	quarterly

Attachment B
VeoRide: One-Stop Bike Share Solution presentation



VeoRide: One-Stop Bike Share Solution

Presented by: Phil Hallstedt (VP - Community Engagement)

Edwin Tan (Co-founder & Head of Engineering)



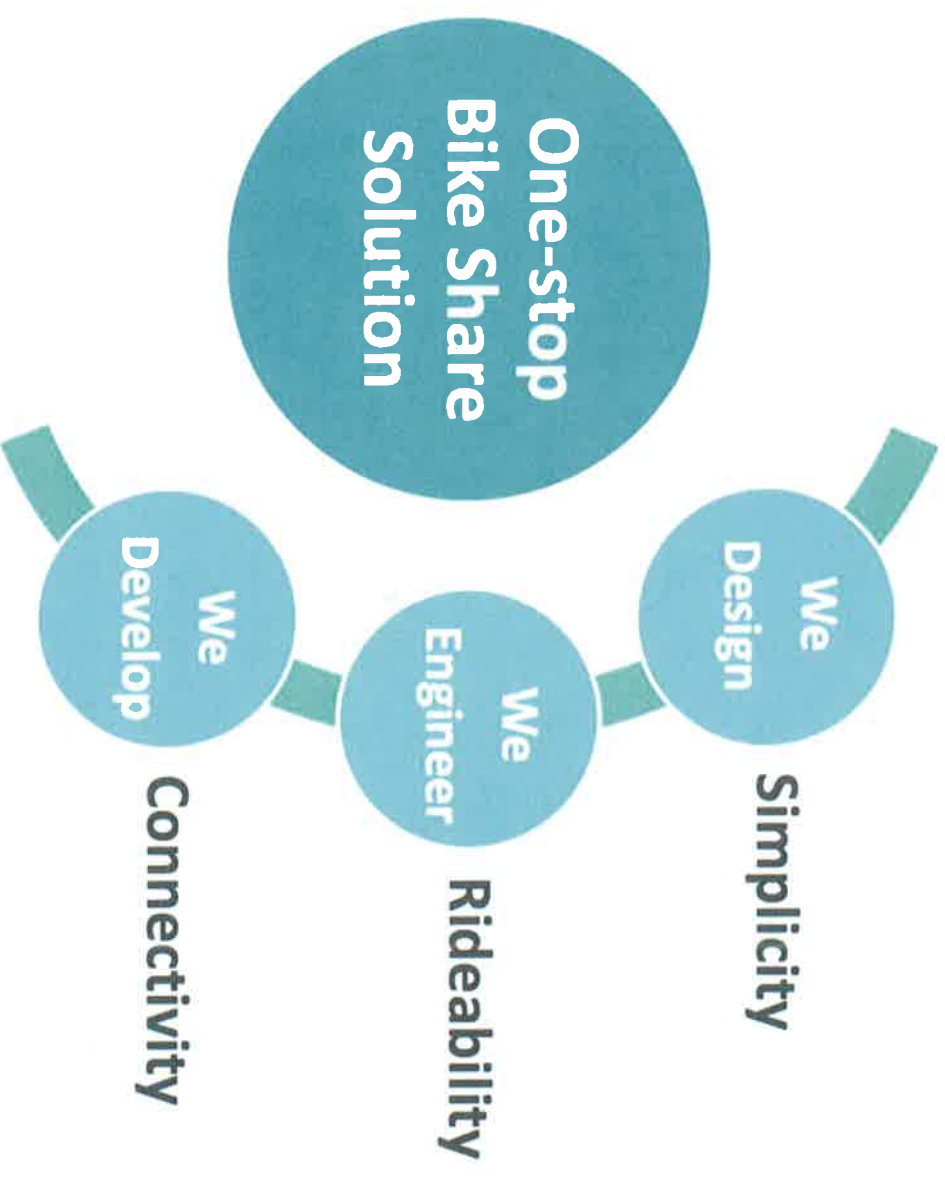
Agenda



VeoRide

-
- Introduction - 10 mins
 - Presentation - 60 mins
 - Propose Solution (App/Bike/Community)
 - Hybrid Model - Parking
 - Program Implementation Plan
 - Product Demo - 20 mins
 - Q&A - 60 mins

Introduction to VeoRide: Sustainable, Adaptable



Fast Renting, Easy Process



Find a Ride



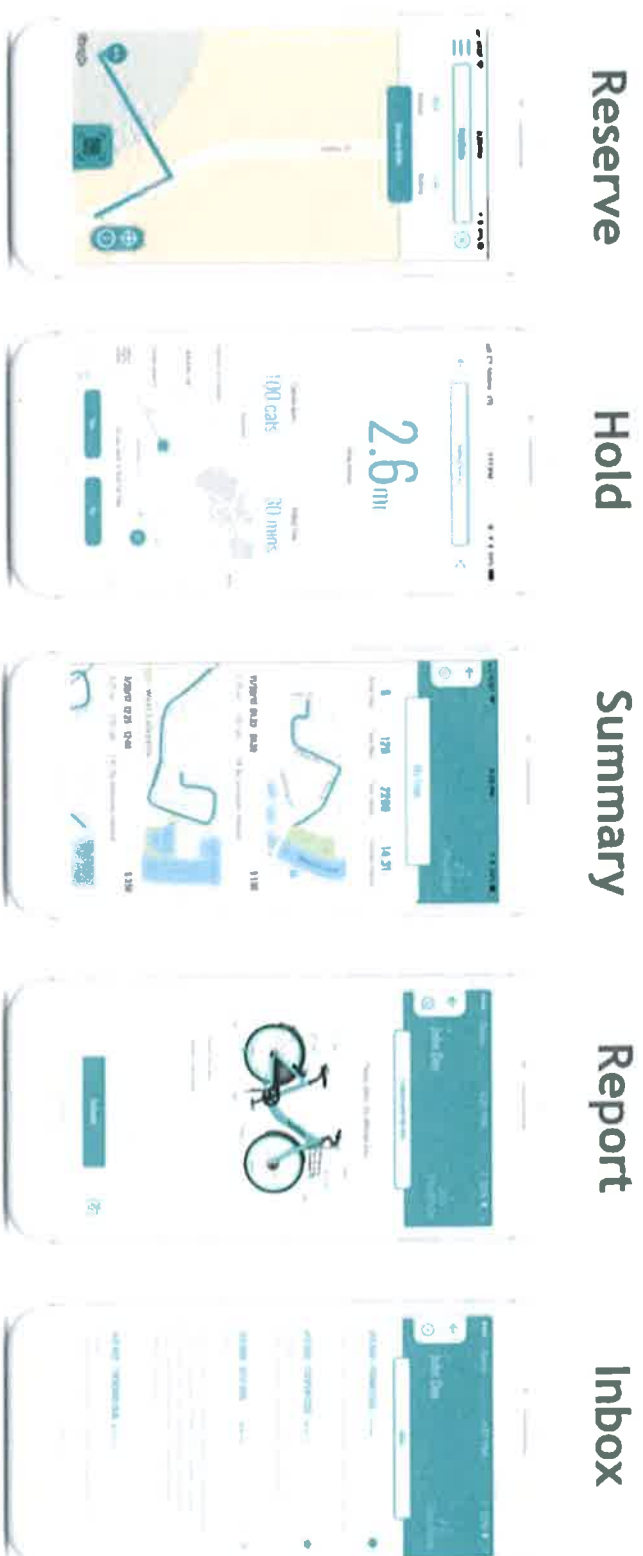
Scan to Unlock



Park and Go



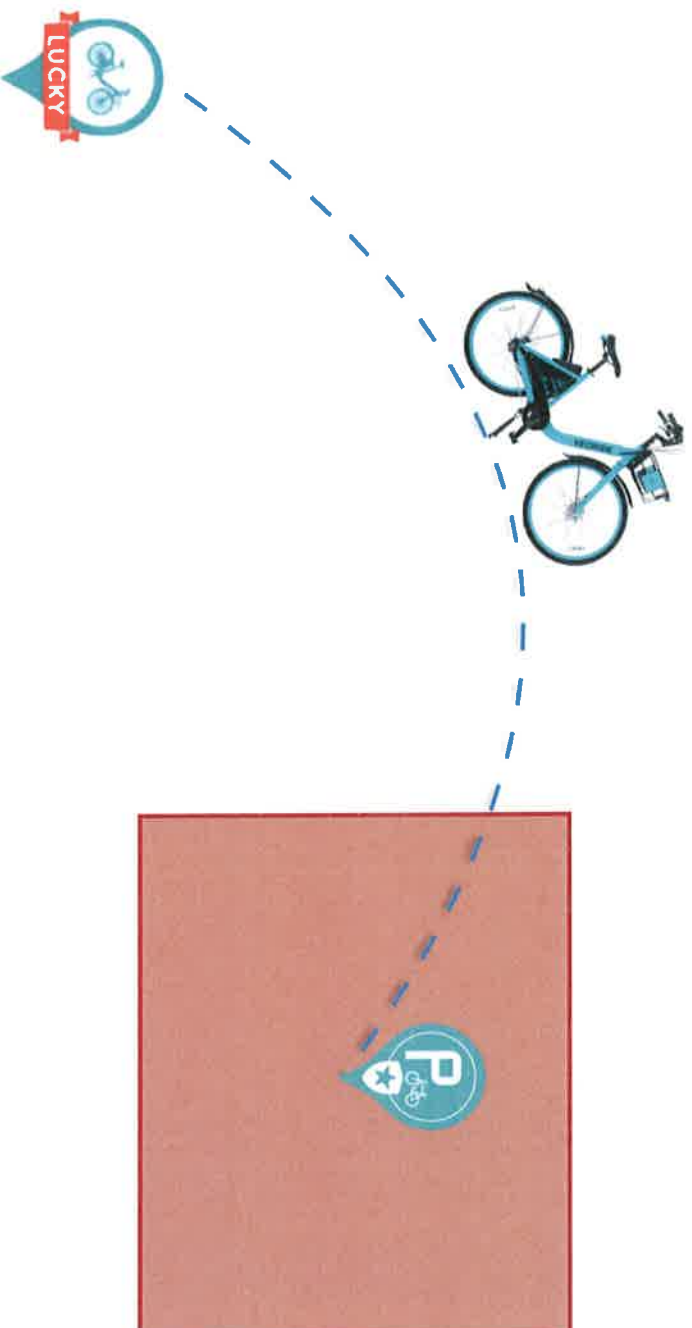
User Experience



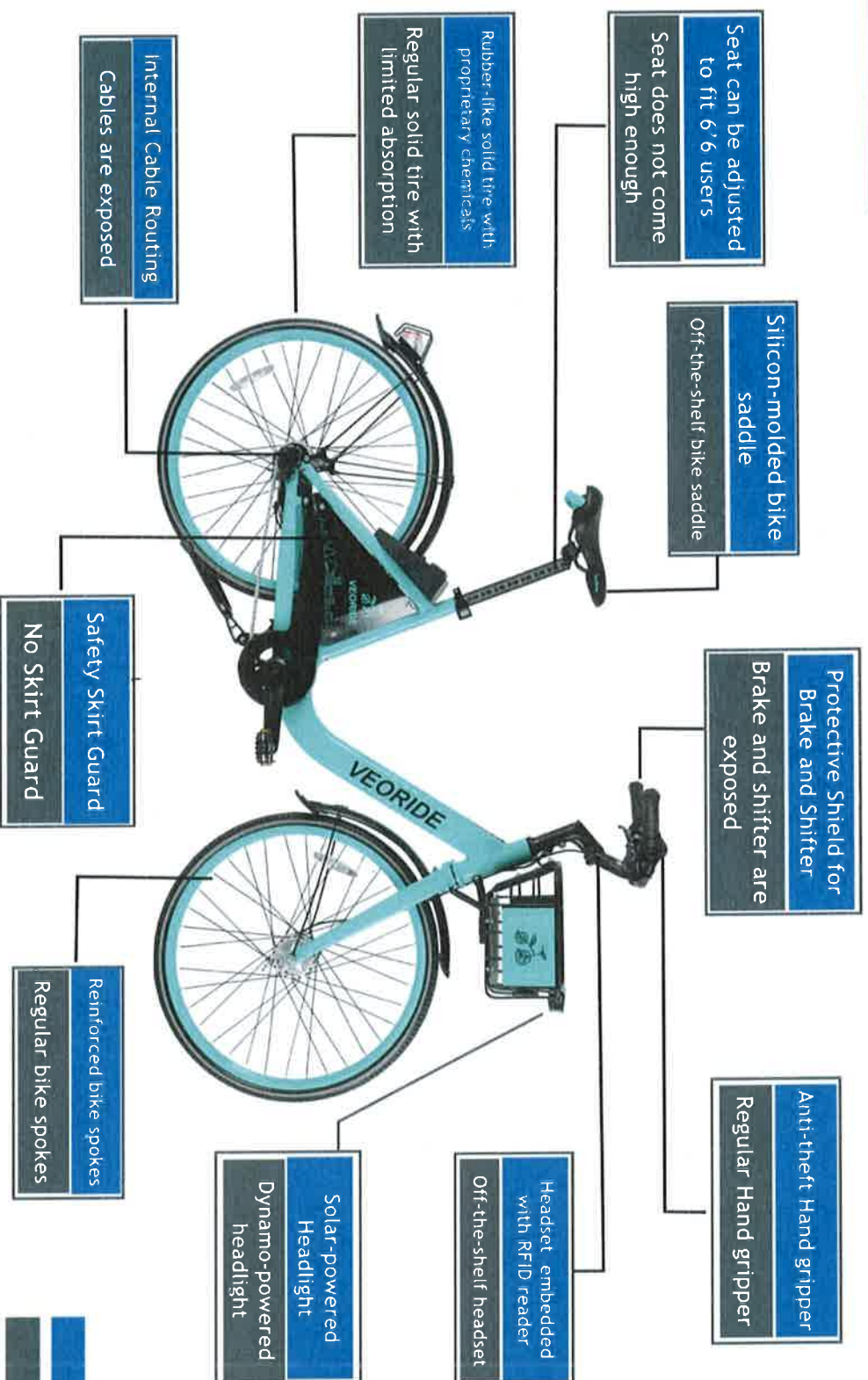
New features coming to enhance community engagement and rider reinforcement

Smart Operations - Lucky Bike

- Users engagement to increase ridership
- Gamification automatically assists re-distribution
- Partnership opportunity with local businesses



The VeoRide Bike



VeoRide Bike
Competitors' bikes

Veoride Bike - Engineering

Testing



- Passes extreme testing environments to ensure quality and durability
- Sustainable product life cycle: 95% reclaimable; water-based paint
- Partner with the world's leading bicycle manufacturer (Trek, Cannondale, GT)

Manufacturing



Bike Customization Opportunity (Optional)

- Four weeks lead time
- No additional cost to community
- Embraces local Identity



Bike Customization Opportunity



VeoRide Smart Commuter



- **Electric assisted bike**
- Top speed 15mph
- 68-mile maximum range
- Design for conquering hilly terrain or hot humid weather
- No charging station installation required
- Production-ready in Summer 2018

Veoride Smart Cruiser

- Electric assisted bike
- Top speed 15mph, 60-mile maximum range
- Design for city & urban cruisers
- No charging station installation required
- Production-ready in **Spring 2019**



Veoride RockPower

- Fat-tire bike
- Designed for off-road use
- Great experience for fun and recreation
- Dock-less available for everyone
- Pilot in Fall 2018



Veoride ADA-Compliance Solution

- Handcycle
- Design for people with physical limitations
- Safe, smooth and stable
- Ready to deploy
- Trike and Side-by-side in development



Accessibility and Equity

Encourage VeoRide app use

- Free
- Local tailored communication
- Leverages tracking and usability

Without a credit card

- Pay at the cash booth

Without a smart phone

- Send text message to toll-free number

Without cell phone

- Utilize RFID tag to unlock a bike



System Integration (Optional)

Integration with Texas State Bobcat Card

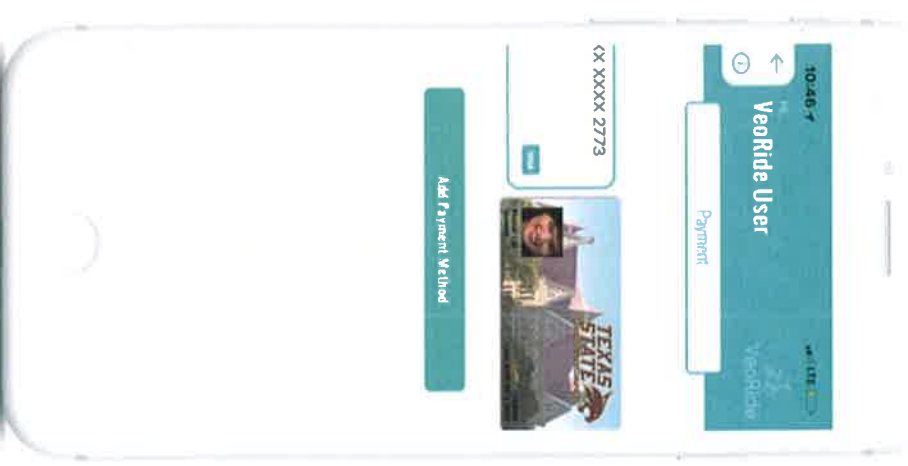
- Accept payment through Bobcat Buck\$

Integration with other alternative transportation

- Find available shared cars on VeoRide App
- Integrate with existing platform to present available bikes close to the bus stations



(DoubleMap)



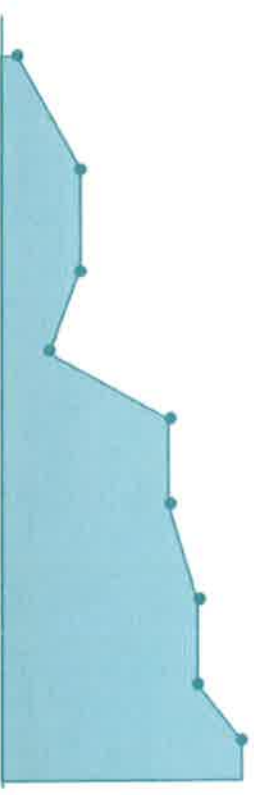
Data for Strategic Goals

1310
Miles
Distance

947
Hr
Time

3794
Ridership

Overall Ride statistics



Daily, Weekly, Monthly Usage



Rider Trip Data



Heat Map

VeoRide Pricing and Value Sharing

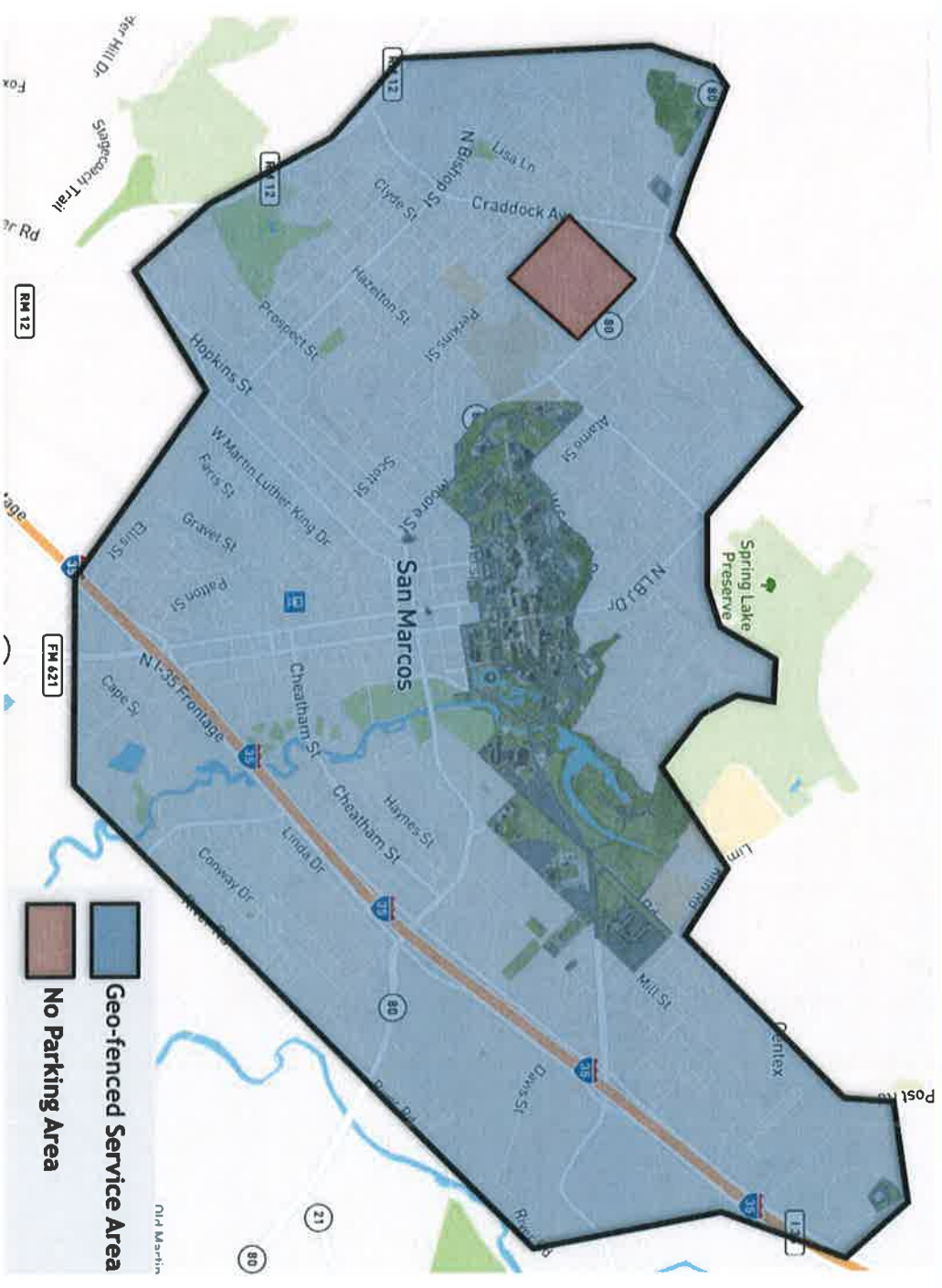
Package Type	Students, faculties, and staffs		Community Riders	Visitors
Pay-As-You-Ride	50 cents every 15 minutes			
*Monthly Package	\$13.99		\$25.99	N/A
*Yearly Package	\$48.99		\$99.99	N/A
*Day Pass	\$6.99		\$6.99	\$6.99

*Monthly/Yearly Packages include unlimited 30-min free rides
Day pass includes unlimited 2 hours free rides

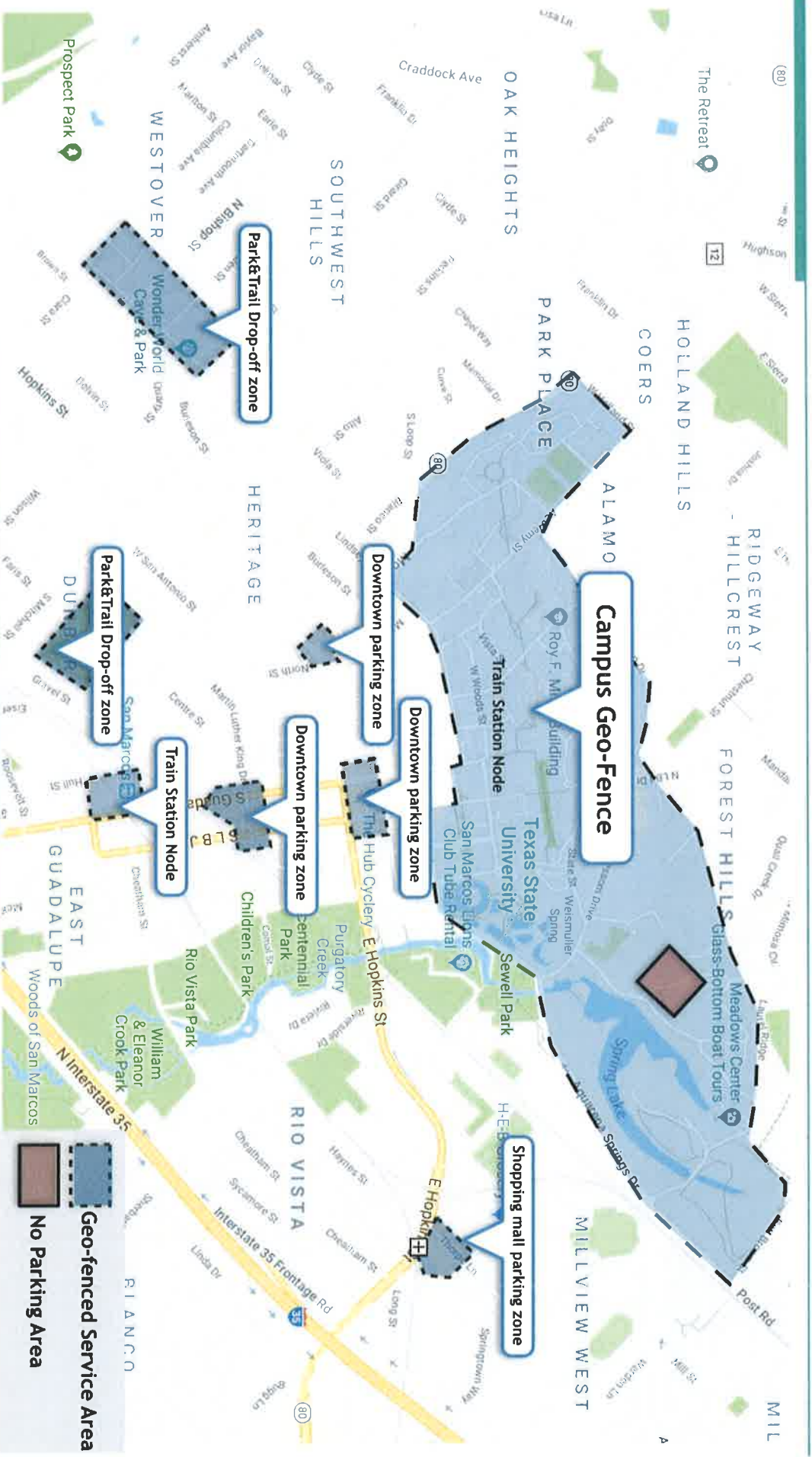
Value Sharing Program (optional):

- 2.5% ridership fee sharing + 20% advertisement fee sharing with local city/campus to support building cycling infrastructure and culture

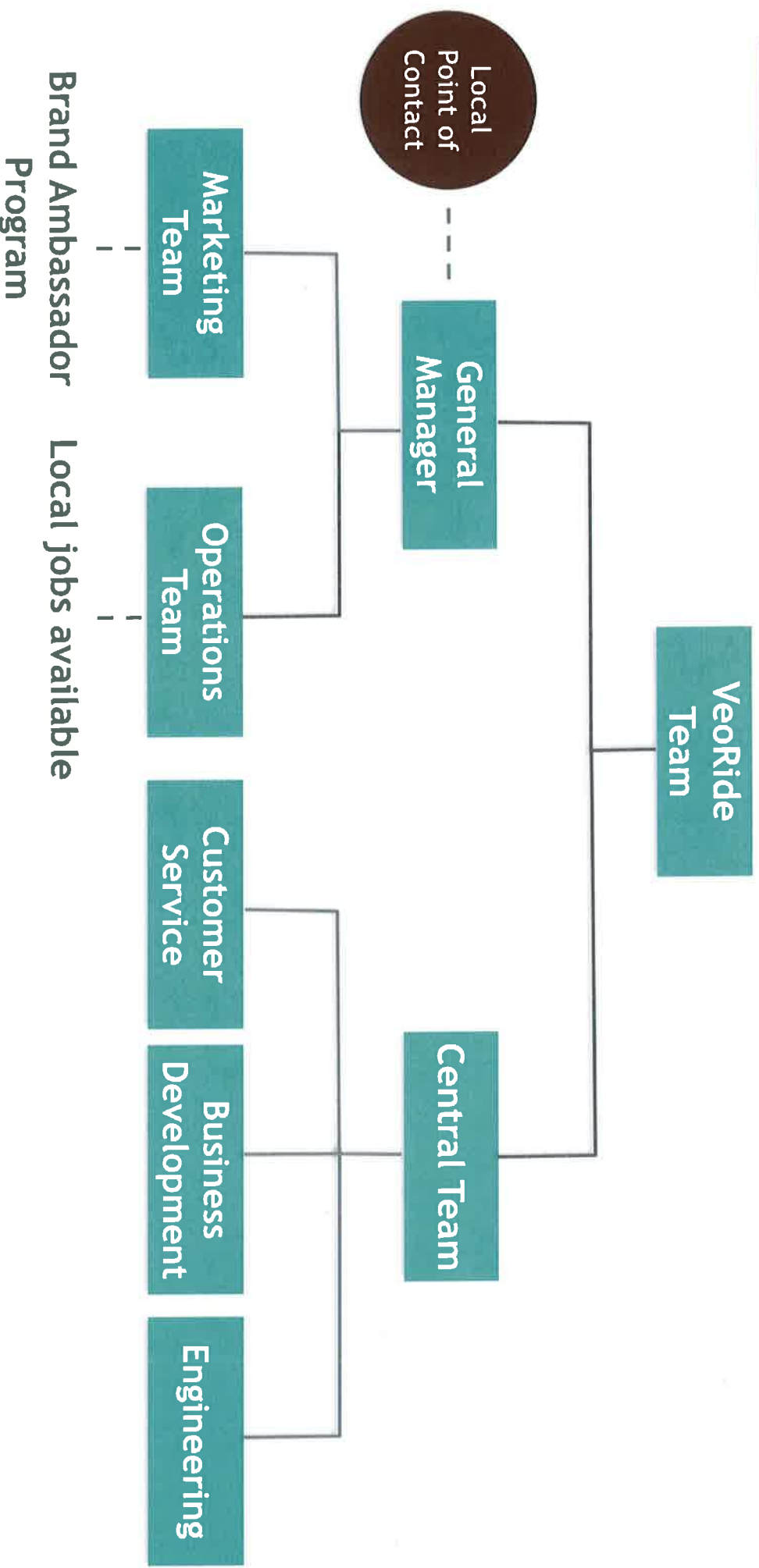
Program Design: Broad Geo-fenced Service Area



Program Design: Focused Geo-Fenced Area with Nodes



VeoRide Local Team



Marketing and Communication

Marketing Activities

- Marketing outreach activities
- Collaborate with local businesses, park services and rider organizations



Photo

2:59

Veoride
Wednesday at 1:35 PM · 📍

Friends who bike together, stay together 🐾 🐾 🐾

Photo by Ashley Landis & Victoria Sickinger at The University of Kansas

28 likes

👍 Like

💬 Comment

🔗 Share

Boost Post

50 people reached

Winston's Mom @Mr_Wooly · 2d
The @VeorideBike bikes on @KUnews campus are AWESOME! I'm 52 and figured out how to rent one...and customer service helped me right away when I had a problem. Love love love them!

by KU Parking and Jane Tuttle

Liked

KU Parking
@parkingku Follows you

The official Twitter account for KU Parking and Transit.

Following

Jane Tuttle
@JaneATuttle

Believes student affairs matters; you can disagree without being disagreeable; there's a John Mellencamp lyric to explain almost anything. Opinions are mine alone

🏠

🔍

👤

📧

Marketing and Communication

Safety Education

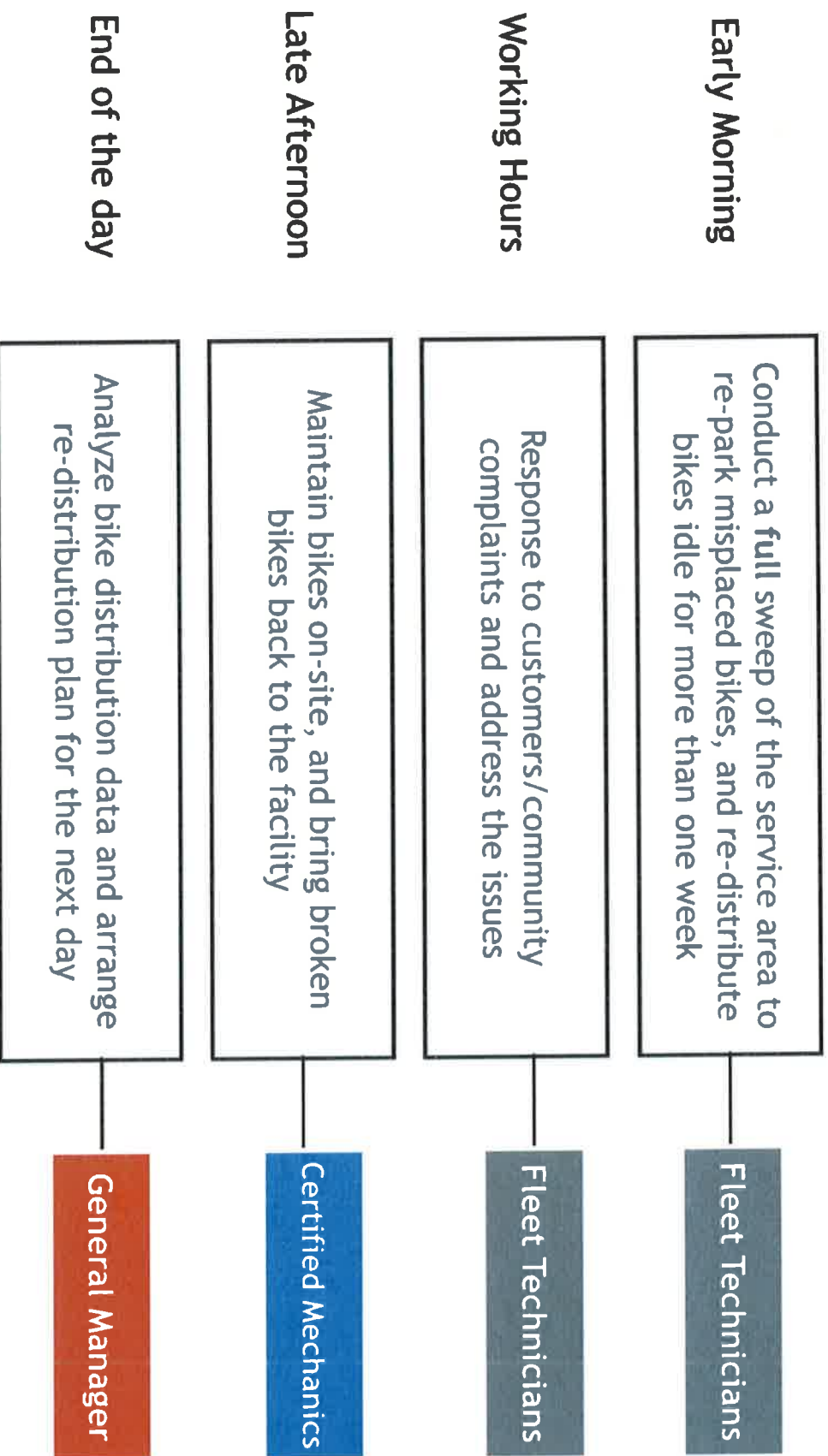
- Meet-and-greet events with safety education
- Riding guide and parking rule communications



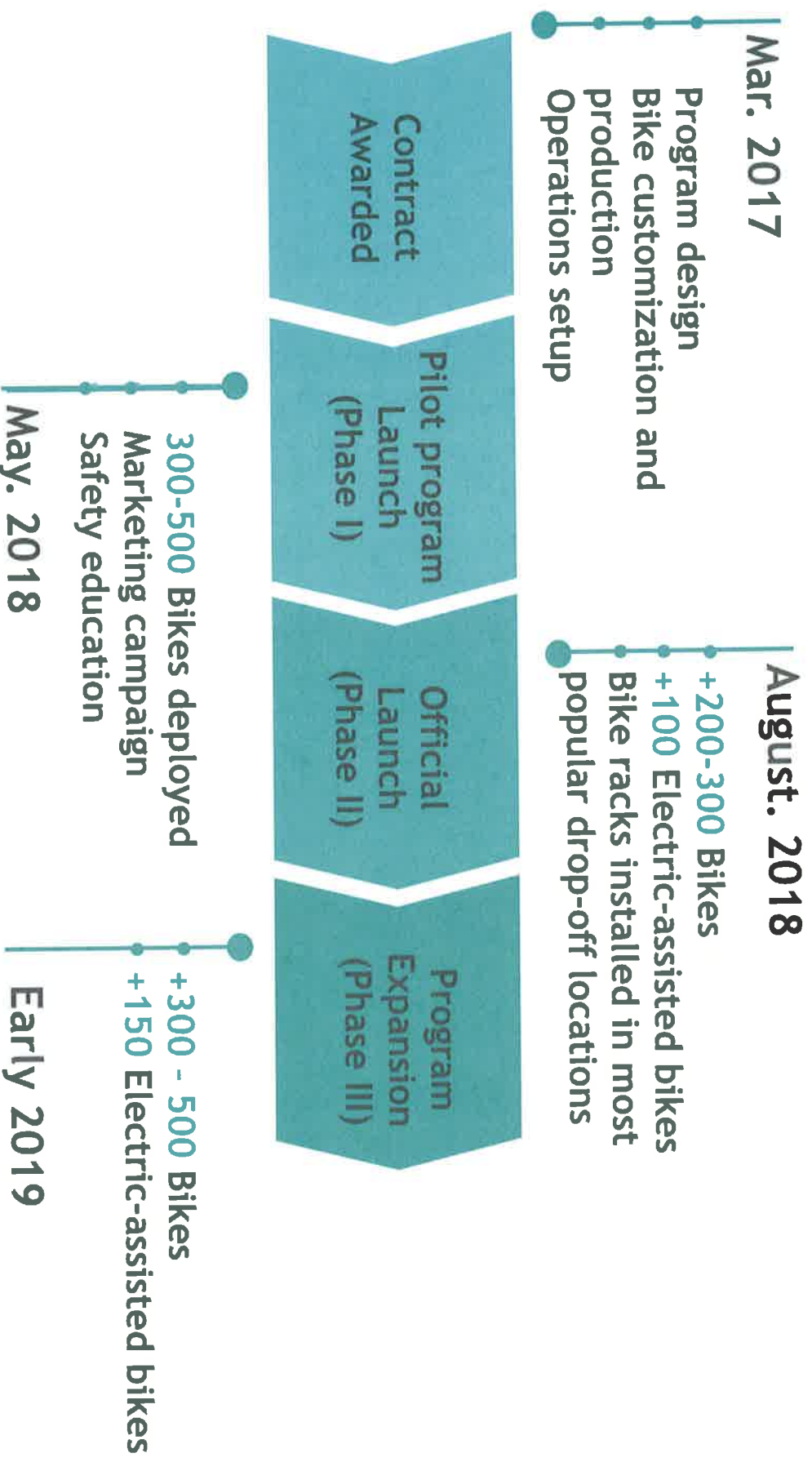
Marketing and Communication



Operations and Maintenance



Timeline - Proposed



VeORide Bike Demo

Designed in United States



We Can Accomplish Great Things Together

- Improve mobility by providing alternative transportation methods
 - Enable residents, students and visitors to travel across the area without using a vehicle.
- Reduce fuel use, air pollution and carbon dioxide emissions.
 - Can project savings of CO₂ per year.
- Inspire Healthier Lifestyle
 - Lower health care costs for sponsors
 - Help track exercise performance
- Signal progressive culture
 - Attract more young professionals
 - Promote bike culture and help to build bike friendly neighborhoods



VeORide is So Much Better



\$0

Zero program setup cost for university and students.



Customization Plan

Customizable bikes to build your brand.



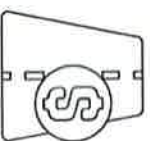
Adaptive Planning

Industry-first comprehensive bike share solution.



Smart Operation

Geo-fenced Parking, Lucky Bike, and Ticket Reporting features, making operation a breeze.



50 cents to Ride

With affordable monthly and yearly package available for users.



Data Analysis

Ridership data can inform infrastructure planning.