

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by CoMotion Inc. ("CoMotion"), a California corporation with its principal place of business of 1855 Industrial Street, Ste. 106, Los Angeles, CA 90021 ("CoMotion") and the Open Mobility Foundation, a series of OASIS Open Development Foundation ("OMF"), a non-profit with its principal place of business 400 TradeCenter, Suite 5900, Woburn, MA 01801, USA. CoMotion and OMF are sometimes referred to herein individually as a "party" and collectively as the "parties."

RECITALS

A. CoMotion is a California corporation dedicated to powering a sustainable mobility future for all through connecting global public and private mobility stakeholders through dedicated events and media platforms.

B. OMF is a nonprofit dedicated to supporting the development of open-source standards and tools that provide scalable mobility solutions for cities.

The parties wish to enter into this MOU to memorialize their relationship as it relates to the items set forth below.

I. PURPOSE

The purpose of this MOU is to establish the terms of the relationship between CoMotion and OMF related to the organization of the OMF Summit on November 14, 2023, as part of CoMotion LA 2023, which will take place on November 14-16, 2023.

II. TERM

This MOU shall become effective when executed by duly authorized representatives of the parties hereto and shall remain in effect until December 15, 2023. This MOU combines the existing efforts of both parties and will not be interpreted as an exclusive agreement between or imply endorsement of the opinions, products, or services of either party.

III. SCOPE OF WORK, RESPONSIBILITIES, ACCESS & CO-BRANDING

A. CoMotion and its chosen production partner will be responsible for providing OMF with a venue and for the production of the OMF conference on the afternoon of November 14, 2023 from 12.30 to 5:30pm, including:

- An auditorium for up to 110 seated persons, with AV capacity for up to 5 speakers (including a moderator). AV capacity will include presentation possibilities and sound management.
- Two workshop rooms with capacity for up to 40 people including a TV screen and the capacity to plug in a laptop for presentations, tables and chairs.
- A printed branded backdrop for the OMF Summit as well as a branded OMF conference roll-up at the entrance.
- A registration team including staff during the duration of the event. Badges will be provided by CoMotion and will be branded with CoMotion signage.
- One coffee break including coffee, tea and some snacks for 150 persons.
- A green room for speakers to network and meet prior to their session.
- All content will be the responsibility of the OMF.

- A photographer will cover the OMF conference and take a picture of each panel. Panels will also be recorded as best as possible and the footage will be shared with OMF following the event (technical issues may occur and CoMotion will do the best it can in good faith). A videographer will also take some footage of the gathering.
 - CoMotion will manage the registration process of OMF conference attendees. Payments will be processed through the CoMotion platform and paid back to OMF as determined in the Cost allocations & payments section of this Memorandum of Understanding. This includes: 'CoMotion LA '23 Premium Pass + OMF Summit'; 'OMF Summit Private Sector'; 'CoMotion LA '23 Public Sector Pass + OMF Summit' ticket types.
- B. OMF conference attendees will ONLY have access to the OMF conference and not to the rest of the CoMotion LA event, UNLESS they have also purchased a CoMotion LA pass or a joint ticket as specified in the ticket type. Public sector attendees will have free access to CoMotion LA if they are registered to the OMF conference. Access to CoMotion LA can be granted by the CoMotion team.
- C. CoMotion LA attendees will ONLY have access to the OMF conference if they have ALSO purchased an OMF conference pass or a joint ticket, if they are an OMF member or if they are holders of a CoMotion Mobility Leader pass. Access to the OMF conference can be granted by the OMF team.
- D. CoMotion staff will have access to the OMF conference and the OMF staff will have access to the CoMotion LA event on a complimentary basis.
- E. Communication on the OMF conference will be reviewed by both parties.
- F. OMF will be branded as an IMPACT Partner of CoMotion LA
- G. CoMotion will be branded as a hosting partner of OMF
- H. CoMotion will promote the OMF conference in a dedicated CoMotion Newsletter, a dedicated social media posts, and an event "reminder" email sent to CoMotion LA 2023 registered participants with a prompt to upgrade to attend OMF Summit as part of CoMotion LA 2023 event communications.
- I. Both agree to coordinate sponsorship approaches for OMF Summit and CoMotion LA
- J. OMF will obtain event liability insurance for the event with CoMotion and its chosen production company as co-insured.

IV. COST ALLOCATIONS & PAYMENTS

- A. CoMotion will be responsible for the event budget and for the production of the event within the Scope of Work determined in this Memorandum of Understanding.
- B. OMF will pay a 30,000USD fee to CoMotion to cover for the costs of the event. A first 10,000USD invoice will be sent by CoMotion to OMF upon signature of this Memorandum of Understanding. A second invoice of 10,000USD will be sent by CoMotion to OMF on September 20, 2023 and a third invoice with the remaining balance will be sent on October 20, 2023. The sum of tickets sold to the OMF conference by the date of the third invoice will be subtracted to the remaining 10KUSD. Additional funds obtained from OMF tickets sales will be paid by CoMotion to OMF by December 14, 2023.
- C. Additional requests outside of the scope of work may require additional costs, which will need to be agreed by both parties.

VI. RELATIONSHIP OF THE PARTIES

The relationship between CoMotion and OMF formed pursuant to this MOU shall be non-exclusive and nothing herein shall preclude either of the parties from forming other relationships or cooperating with other organizations outside of the MOU. No party shall have any right, power, or authority to create any obligation, express or implied, on behalf of the other party with respect to the matters governed by this

MOU, Unless otherwise stated herein, no party may use the logo, trademark, name, or other sign of identification of the other party, unless otherwise expressly provided herein.

VII. NOTICES

The parties agree to get written approval via email with at least three business days lead time by the appropriate CoMotion or OMF staff for amendments or assignments.

For CoMotion
John Rossant, CEO, CoMotion

For OMF
Andrew Glass Hastings, Executive Director, OMF

VIII. AMENDMENTS

CoMotion and OMF may, from time-to-time, change or modify the scope of work under this MOU. Any such change or modification shall be in writing and signed by all parties to this MOU.

IX. ASSIGNMENT

Neither party shall not assign its rights or obligations under this MOU to any other party without the prior written consent of the other party.

X. COMPLIANCE WITH LAWS

Both parties shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.

XII. SEVERABILITY

If any portion of this MOU is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of any of the remaining provisions of this MOU.

XIII. ENTIRE AGREEMENT

This MOU contains all of the agreements of the parties and no other provision shall be binding on the parties to this MOU without the same being in writing and signed by all parties to this MOU.

(SIGNATURE PAGE FOLLOWS)

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

CoMotion, Inc.

By:

John Rossant, CEO

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John Rossant
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9/26/2023

Open Mobility Foundation

By: 

Andrew Glass Hastings, Executive Director

OASIS Open Development Foundation, DBA Open Mobility Foundation