Mobility Insights Pilot
Ann Arbor
Downtown Development Authority
Deloitte Consulting, LLP
And
Ford Motor Company
Memorandum of Understanding
March 12, 2018

Susan Pollay
Executive Director
Downtown Development Authority
150 S Fifth Avenue, Suite 301
Ann Arbor, MI 48104

Re: Memorandum of Understanding for Mobility Insights Project

Dear Ms. Pollay:

Ford Motor Company ("Ford") and Deloitte Consulting LLP ("Deloitte Consulting") (collectively, the "Consultant") are creating a working group consisting of scientists, consultants and engineers to perform the Insight services (the "Services") described in this Memorandum of Understanding ("MOU") to create mobility insights for the Ann Arbor Downtown Development Authority (the "Client").

Consultant has approached Client about the merits of a long-term mobility transformation that could improve the quality of life for those who live, work and play in and around the City of Ann Arbor. The transformation would entail creating a Mobility Operating System (mOS) that provides interoperability across modes of transportation managed by public and private entities. The first step towards evaluating the approach and benefits of a mobility transformation is to create insights through the Services using data from various modes of transportation and parking facilities across Ann Arbor. This Mobility Insights Pilot (the "Project") will create analytical insights that are intended to inform Client decisions about specific mobility solutions that can be scaled to enhance Ann Arbor's future prosperity. Such mobility benefits could include:

- Improved throughput of people and goods across Ann Arbor;
- Optimized parking utilization of the entire parking system and revenue attainment;
- Optimized public transit utilization
- Better access to information about transportation options and time-cost tradeoffs;
- Enhanced value proposition for businesses considering investments in Ann Arbor; and,
- New revenue streams for Client.

Consultant shall conduct this Project over a period of approximately 90 days. Consultant shall then provide Client a plan for how to execute the roadmap. Client has expressed interest in reviewing insights from the Project as a means to inform how and if it will take the next step towards realizing the vision statement described below. Once Consultant has conducted its analysis of the data, it will be in a better position to review future monetization options with the Client with the goal being solutions which are financially sustainable for all parties.

The objectives above have been taken into account by the parties and as such are reflected in the MOU Services below.

Memorandum of Understanding
Vision Statement

Consultant’s vision for the Client is to sustain and build the prosperity of Ann Arbor residents, employees, visitors and businesses, as well as the financial sustainability of the City of Ann Arbor through the application of integrated data, analytics and advanced mobility solutions.

Description of Scope and Responsibilities

A. Scope

The scope of the Services is comprised of creating mobility insights over a period of ninety (90) days or less. Consultant shall:

1. Create a data and analytics technical environment where data can be ingested and analyzed.
2. Integrate route and location data from multiple modes of transportation into the technical environment. The initial modes are anticipated to be demand-responsive shuttles and the Ann Arbor Area Transportation Authority (AAATA) busing services. Consultant is pursuing separate data sharing agreements for these two sources.
3. Integrate available data from the Client parking facilities under the terms of a separate data sharing agreement.
4. Integrate data from third party data sources such as real-time weather, construction and traffic data.
5. Integrate data from the Ann Arbor Connected Vehicle Test Environment (AACVTE) with the assistance of UMTRI.
6. Combine the integrated data into a cohesive disaggregated data set for analysis purposes.
7. Use analytical tools to create insights that reveal where opportunities exist to create new value for Client and its stakeholders.
8. Recommend a future roadmap of mobility solutions for Client to consider in order to realize mobility benefits, including timeline as well as cost-benefit analysis.
9. Develop a future financial framework by which the City of Ann Arbor could receive financial remuneration for the assets it would bring to this MOS including its parking data and curb availability.

B. Responsibilities

Consultant shall perform the following activities:

1. Design, configure and launch the technical environment;
2. Maintain and restrict user access to the technical environment;
3. Create a data model to ingest, store and analyse the integrated data;
4. Create insights and visualizations from the integrated data;
5. Prepare a final report on findings and recommendations; and,
6. Develop a roadmap of mobility solutions and infrastructure designed to realize benefits for Client and its stakeholders (residents, visitors, businesses, students, faculty, employees) as well as monetization solutions for the Client.

In order for the project to be successful, the Client will need to commit two hours of management time per month, for a total of six hours over 90 days, to review insights and findings from the Project (estimated at two hours a month).

Deliverables

Memorandum of Understanding
Upon completion of the Services, the Consultant grants Client a royalty-free, fully paid-up, non-exclusive and perpetual license to use, for Client’s internal business purposes only, the following Deliverables, which will be produced by Consultant during the course of this engagement:

<table>
<thead>
<tr>
<th>#</th>
<th>Deliverable Name</th>
<th>Deliverable Description</th>
<th>Estimated Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Status Report</td>
<td>A report showing accomplishments to date, plans for the future, issues, risks and action items.</td>
<td>Monthly</td>
</tr>
<tr>
<td>2</td>
<td>Mobility Insights</td>
<td>A report showing the insights created from the integrated data set. The data-driven insights will reveal mobility issues and opportunities to deliver future benefits.</td>
<td>Project Completion</td>
</tr>
<tr>
<td>3</td>
<td>Client Mobility Roadmap</td>
<td>A document outlining the phases of activity, investments, funding strategy and scope of a 3-5 year mobility transformation for the City of Ann Arbor.</td>
<td>Project Completion</td>
</tr>
<tr>
<td>4</td>
<td>Funding Plan</td>
<td>A document describing the financial path to support the long-term Mobility Roadmap.</td>
<td>Project Completion</td>
</tr>
</tbody>
</table>

The Client agrees that neither the Services nor any Deliverables are intended for the express or implied benefit of any person or entity other than the Client. Except as required by law, the Client further agrees that the Services and Deliverables shall not be disclosed, in whole or in part, to any person or entity other than the Client and other contractors of the Client, to whom the Client may disclose the Deliverables solely for the purpose of providing services to the Client relating to the subject matter of this engagement, provided that the Client shall ensure that such other contractors shall not further circulate, quote, disclose, or distribute, or make reference to, such Deliverables to any person or entity other than the Client.

**Timing**
The Project and Services are estimated to take ninety (90) days and will commence on March 1, 2018.

**Fees and Expenses and Terms**
Consultant shall perform the Services at zero cost to the Client, other than the requested time commitment outlined above, which shall be Client’s only obligation under this MOU, except as set forth herein. The Services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the Client.

Nothing in this MOU shall be deemed to create any joint and several liability among Deloitte Consulting and Ford and neither Deloitte Consulting nor Ford will be liable for any breach, default, liability or other obligation of each other.

Nothing in this MOU shall be construed to be a waiver of any governmental immunity to which Client is entitled.
THIS IS A SERVICES ENGAGEMENT. THE CONSULTANT DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The Client requests, and the Consultant agrees, that the Consultant will perform the Services without payment of the Consultant’s professional fees. As an inducement for the Consultant to perform the Services without such payment, the Client agrees that: (i) Deloitte Consulting, its subcontractors and their respective personnel shall not be liable to the Client for any claims, liabilities, or expenses relating to this engagement (“Claims”) for an aggregate amount in excess of $25,000, except to the extent resulting from the recklessness, bad faith or intentional misconduct of the Deloitte Consulting or its subcontractors; and (ii) Ford, its affiliates, subcontractors and their respective personnel shall not be liable to the Client for any claims, liabilities, or expenses relating to this engagement for an aggregate amount in excess of $25,000, except to the extent resulting from the recklessness, bad faith or intentional misconduct of Ford or its subcontractors. In no event shall the Consultant, its subcontractors or their respective personnel be liable for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense, relating to this engagement.

The provisions herein which are intended by their nature to survive performance of the Services shall survive such performance, or the expiration or termination of this engagement. This MOU constitutes the entire agreement between the Client and the Consultant with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by written agreement signed by the parties.

Consultant appreciates the willingness of Client to assist with this Project and looks forward to finding opportunities to enhance prosperity for Client and its stakeholders. If this MOU is consistent with your understanding and acceptable to Client, please so indicate by countersigning in the space indicated below.

Very truly yours,
Jeff Hood
Principal

Deloitte Consulting LLP (as respects Deloitte Consulting's rights and obligations hereunder)

Date of Signature 3/19/18

John Kwant
Vice President, City Solutions

Ford Motor Company (as respects Ford Motor Company's rights and obligations hereunder)

Date of Signature 3/19/18

ACCEPTED AND AGREED TO BY CLIENT:

Susan Pollay
Executive Director
Ann Arbor Downtown Development Authority

19 March 2010

Date of Signature
DATA AGREEMENT

This Data Agreement (this "Agreement") is entered into effective as of the latest signature date set forth below, by and between the Ann Arbor Downtown Development Authority, a Michigan development authority ("DDA"), Ford Motor Company, ("Ford") and Deloitte Consulting LLP, a Delaware limited liability partnership ("Deloitte Consulting") (Ford and Deloitte Consulting are collectively "Company"). Company and DDA are collectively "Parties". For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants and conditions herein, the Parties agree as follows:

1. (a) Promptly following execution of this Agreement, the DDA will deliver to Company the most recent twelve (12) months of the following historical "Data" in an agreed upon format which may include the following: (i) data from parking structures operated by DDA, such as: parking structure location, space number, occupancy status, time of day, date; (ii) data from parking surface streets operated by DDA, such as: parking location, space number, occupancy status, time of day, date; and (iii) any other data or parking reports or studies mutually agreed upon by the parties or as is feasible given the technology limitations of the DDA parking hardware and software and licensing restrictions. DDA shall provide Company with the contact person to coordinate access to the data, reports or studies.

(b) DDA shall strive to deliver Data using secure batch methods such as Secure File Transfer Protocol (SFTP), an external data storage device or such other mutually agreeable transmission protocol. The Data will include metadata statements to explain the data elements being shared.

(c) DDA represents and warrants that it has the right (including receipt of all required consents) to provide the Data to Company and that the Data that does not contain any sensitive, confidential or personally identifiable information to the extent possible. DDA will use reasonable efforts to ensure the accuracy and completeness of the Data, but provides no warranties regarding the Data. DDA accepts no liability that may arise from Company’s use of the Data. "Personally identifiable Information" means Information in any format about an identifiable individual including, but not limited to, name, address, phone number, e-mail address, account number(s), identification number(s), any other actual or assigned attribute associated with or identifiable to an individual, and any Information that when used separately or in combination with other Information could identify an individual.

2. This Agreement shall commence on the date of full execution by the parties and shall expire ninety (90) days thereafter. Either party may terminate this Agreement, with or without cause, by giving thirty (30) days’ prior written notice to the other party. In the event of a termination for cause, the breaching party shall have the right to cure the breach within the notice period. Independent of the above termination right, Company may terminate this Agreement upon written notice to DDA if Company determines that the Agreement would be in conflict with law, or Independence or professional rules.

3. Company shall have the right to use the Data as necessary to accomplish the objectives of the Memorandum of Understanding for the Mobility Insights Pilot between the Parties dated as of even date, including without limitation, the right to use same in analytics, providing the Data to third parties or merging the Data with other data assets. Company shall protect the security, integrity and confidentiality of the Data using the standard of care that Company would use in protecting the security, integrity and confidentiality of its own data of a similar type, but not less than reasonable care.

4. The Parties agree to not use or reference each other in any written or verbal conversations with business organizations or in presentations or marketing materials without prior written consent.
5. The parties agree that: (i) Deloitte Consulting, its subcontractors and their respective personnel shall not be liable to DDA for any claims, liabilities, or expenses relating to this Agreement ("Claims") for an aggregate amount in excess of $25,000, except to the extent resulting from the recklessness, bad faith or intentional misconduct of the Deloitte Consulting or its subcontractors; (ii) Ford, its affiliates, subcontractors and their respective personnel shall not be liable to DDA for any Claims for an aggregate amount in excess of $25,000, except to the extent resulting from the recklessness, bad faith or intentional misconduct of Ford or its subcontractor; and (iii) DDA shall not be liable to the Company for any Claims for an aggregate amount in excess of $25,000, except to the extent resulting from the recklessness, bad faith or intentional misconduct of DDA. In circumstances where any limitation on damages or indemnification provision hereunder is finally judicially determined to be unavailable, the aggregate liability of each party, its subsidiaries, subcontractors, and their respective personnel for any Claim shall not exceed an amount that is proportional to the relative fault that their conduct bears to all other conduct giving rise to such Claim. In no event will any Party be liable for any punitive, indirect or consequential damages. Ford and Deloitte Consulting will not be jointly and severally liable under this Agreement, but shall only be responsible for their own acts or omissions.

6. (a) DDA shall indemnify and hold harmless the Company, its subcontractors and their respective personnel from the claims of third parties for personal injury and property damages arising out of the negligence or intentional misconduct of the DDA in performing its obligations under this Agreement, except to the extent finally judicially determined to have resulted primarily from the recklessness, bad faith or intentional misconduct of the Company or its subcontractors.

(b) The Company shall indemnify and hold harmless the DDA, their subcontractors and their respective personnel, including without limitation Republic Parking and the City of Ann Arbor, from the claims of third parties for personal injury or property damage arising out of the negligence or intentional misconduct of the Company in performing its obligations under this Agreement, except to the extent finally judicially determined to have resulted primarily from the recklessness, bad faith or intentional misconduct of the DDA, the City of Ann Arbor or their subcontractors.

7. Each party is an independent contractor and neither party is, nor shall be considered to be, nor shall purport to act as, the other’s agent, partner, fiduciary, joint venturer, or representative.

8. All provisions which are intended by their nature to survive the Agreement shall survive such performance, or the expiration or termination of this Agreement. No affiliated or related entity of Ford or Deloitte Consulting or their respective personnel, shall have any liability hereunder to DDA and DDA will not bring any action against any such affiliated or related entity or their respective personnel in connection with this Agreement. Without limiting the foregoing, such affiliated and related entities are intended third party beneficiaries of these terms, and may in their own right enforce such terms. Each of the provisions of these terms shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise, notwithstanding the failure of the essential purpose of any remedy. Any references herein to the term “including” shall be deemed to be followed by “without limitation”.

9. Contact and notices under this Agreement shall be to:

Ann Arbor Downtown Development Authority
Susan Pollay, Executive Director
150 S Fifth Ave., Suite 301, Ann Arbor, MI 48104
734-994-6697
spollay@a2dda.org
Deloitte Consulting LLP
Jeff Hood, Principal
Suite 3900, 200 Renaissance Center, Detroit, MI 48248
248-924-8937
jeffhood@deloitte.com

Ford Motor Company
c/o Ford Smart Mobility LLC
Eric Wingfield, Business Solutions Supervisor
One American Road, Dearborn MI 48126
313-206-9160
ewingfie@ford.com

10. This Agreement contains all the agreements, representations, and understandings of the Parties and
supersedes any previous understandings, commitments, representations, or agreements, oral or
written, with respect to the subject matter of this Agreement. This Agreement may only be amended
by the parties in writing. All notices hereunder shall be (i) in writing, (ii) delivered to the
representatives of the parties at the addresses set forth above, unless changed by either party by
notice to the other party, and (iii) effective upon receipt. This Agreement shall be governed by the
laws of the State of Michigan without regard to its conflict of laws principles. Litigation arising from
this Agreement shall be brought in a federal District Court in Michigan or in a court of the State of
Michigan. If any provision of this Agreement is found by a court of competent jurisdiction to be
unenforceable, such provision shall not affect the other provisions, but such unenforceable provision
shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest
extent permissible the intent of the parties set forth herein.

IN WITNESS WHEREOF, the Parties have executed this Data Agreement as of this date set forth above:

Ford Motor Company

By: /s/ John Kwant
Name: John Kwant
Its: Vice President, City Solutions
Date: 3/19/18

DDA
Downtown Development Authority

By: /s/ Susan Pollay
Name: Susan Pollay
Its: Executive Director
Date: 19 March 2018

Deloitte Consulting LLP

By: /s/ Jeff Hood
Name: Jeff Hood
Its: Principal
Date: 3/19/18
SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING

This Second Amendment to the Memorandum of Understanding ("Amendment") is entered into this ___ day of October 2018, by and between the Ann Arbor Downtown Development Authority, a Michigan development authority ("DDA"), Ford Motor Company, a Delaware corporation ("Ford") and Deloitte Consulting LLP, a Delaware limited liability partnership ("Deloitte Consulting") (Ford and Deloitte Consulting are collectively "Company"). Company and DDA are collectively "Parties".

RECITALS

A. Whereas, the Parties have entered into a Memorandum of Understanding dated March 19, 2018 and a First Amendment to the Memorandum of Understanding dated August 2, 2018 (collectively "Agreement").

B. Whereas it is now mutually desirable to amend the Agreement to extend the term thereof.

C. Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants and conditions herein, the Parties agree to amend the Agreement as follows:

1. **Term.** The "Timing" section of the Agreement is hereby amended to expire on December 31, 2019.

2. **Miscellaneous.** Unless otherwise specified in this Amendment, all capitalized terms herein shall have the same meanings as set forth in the Agreement. Except as expressly modified by this Amendment all of the terms and conditions of the Agreement remain in full force and effect. In the event of any conflict between the Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment as of this date set forth above.

**Ford Motor Company**

By: ____________________
Name: John Kwant
Its: Vice President, City Solutions
Date: ____________________

**Deloitte Consulting LLP**

By: ____________________
Name: Jeff Hood
Its: Principal
Date: ____________________

**DDA Downtown Development Authority**

By: ____________________
Name: Susan Pollay
Its: Executive Director
Date: October 15, 2018
FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING

This First Amendment to the Memorandum of Understanding ("Amendment") is entered into this _____ day of __________, 2018, by and between the Ann Arbor Downtown Development Authority, a Michigan development authority ("DDA"), Ford Motor Company, ("Ford") and Deloitte Consulting LLP, a Delaware limited liability partnership ("Deloitte Consulting") (Ford and Deloitte Consulting are collectively "Company"). Company and DDA are collectively "Parties".

RECITALS

A. Whereas, the parties have entered into a Memorandum of Understanding dated __________, 2018 ("Agreement").

B. Whereas it is now mutually desirable to amend the Agreement to extend the term thereof.

C. Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants and conditions herein, the parties agree to amend the Agreement as follows:

1. Term. The "Timing" section of the Agreement is hereby amended to expire on December 31, 2018.

2. Miscellaneous. Unless otherwise specified in this Amendment, all capitalized terms herein shall have the same meanings as set forth in the Agreement. Except as expressly modified by this Amendment all of the terms and conditions of the Agreement remain in full force and effect. In the event of any conflict between the Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment as of this date set forth above.

Ford Motor Company

By: [Signature]
Name: John Kwant
Its: Vice President, City Solutions
Date: 7-17-18

DDA
Downtown Development Authority

By: [Signature]
Name: Susan Pollay
Its: Executive Director
Date: 2 August 2018

Deloitte Consulting LLP

By: [Signature]
Name: Jeff Hood
Its: Principal
Date: 7-17-18