

## UBER TRANSIT DASHBOARD ACCESS AGREEMENT

This Uber Transit Dashboard Access Agreement (“**Agreement**”) is entered into and made effective as of the date of the last signature set forth below (“**Effective Date**”) by and between Uber Technologies, Inc., a Delaware corporation, located at 1515 3rd Street, San Francisco, CA 94158 (“**Uber**”) and the entity listed below (“**Agency**”).

### Agency Information:

Agency Name:	[Counterparty Name]
Agency Address:	[Counterparty Address]
Agency Contact Name:	[Contact Name]
Agency Contact Email:	[Counterparty Email]

The parties agree as follows:

This Agreement states the terms and conditions under which the Agency may establish an Uber Transit corporate account (“**Corporate Account**”), which Uber makes available to the Agency through the Dashboard in connection with one or more Uber Products, as set forth herein. Agency’s access to and use of the Dashboard in connection with any Uber Product is subject to both this Agreement and each applicable Product Addendum, as defined herein. Capitalized terms used but not otherwise defined in the Agreement shall have the meanings ascribed to such terms in the applicable Product Addendum. The parties hereby agree as follows:

**1. Definitions.** The following terms, as may be used in the Agreement, shall have the meanings set forth below:

“**Affiliate**” means with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity, where “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of at least fifty percent (50%) of the voting equity of another entity, or the power to vote such voting equity, by contract or otherwise.

“**Authorized User**” means an individual authorized to (a) use and link to Agency’s Corporate Account and use Uber Services through their Uber Account; and/or (b) use Uber Services in connection with the applicable Product Addendum. All references to Authorized User(s) in the Agreement shall apply only if the Agency has agreed to the Uber Profiles Product Addendum.

“**Agency Personal Data**” has the meaning ascribed to such a term in each Product Addendum.

“**Agency User**” has the meaning ascribed to such a term in the Uber Vouchers Product Addendum and/or the Uber Central Product Addendum, as may be the case. All references to “Agency User(s)” in the Agreement shall apply only if the Agency has agreed to the Uber Central Product Addendum or the Uber Vouchers Product Addendum.

“**Data Protection Law(s)**” means all laws and regulations applicable to the personal data under the Agreement, including as applicable the laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, including the EU General Data Protection Regulation (2016/679) (“**GDPR**”).

“**End User Terms**” means the terms and conditions applicable to all users of the Uber Service, available at [www.uber.com/legal](http://www.uber.com/legal), as may be updated by Uber from time to time.

“**Uber Account**” means an Uber account in which the owner of the account has: (i) installed the Uber App on a compatible mobile device, (ii) registered for and currently maintains an active personal user account, which requires the entry of certain personally identifiable information and a personal credit card number, (ii) currently complies with the End User Terms, and (iv) confirmed the mobile number provided during the registration process. Uber’s collection and use of any personal data and credit card or other authorized payment method information to establish an Uber Account shall be as set forth on the Uber Privacy Policy, available at [www.uber.com/legal/privacy](http://www.uber.com/legal/privacy), as may be updated by Uber from time to time.

“**Uber App**” means Uber’s mobile applications or mobile websites that allow users to access and use Uber’s products and services, as may be updated by Uber from time to time.

**“Uber Personal Data”** means any information Uber provides to the Agency in connection with the Agreement relating to an identified individual or an identifiable individual or which can be reasonably used to identify an individual, or that may otherwise be considered “personal data” under applicable law. For the avoidance of doubt, Uber Personal Data shall include Dashboard Data, regardless of whether it is provided to the Agency via the Dashboard or otherwise.

**“Uber Service”** means Uber’s virtual marketplace platform that, when used in conjunction with the Uber App, or the Dashboard, as applicable, serves as an intermediary between (a) Authorized Users, Agency Users, and Administrators who are looking for a certain type of service (including, without limitation, ground transportation, logistics, delivery, food purchases and related food delivery services), and (b) independent third-party providers of such services.

**“User Charges”** means charges incurred by Authorized Users, Agency Users, Voucher Recipients, or Administrators (on behalf of Agency Users), as may be the case, for use of the Uber Service, including any applicable tolls, foreign transaction fees, taxes, and any other fees or charges that may be due for a particular use of the Uber Service.

The terms **“controller”**, **“data subject”**, **“personal data”**, **“processing”** and **“processor”** as used in the Agreement have the meanings given in the GDPR.

## 2. Uber Products; Incorporation.

**2.1** Agency may elect to utilize one or more Uber Transit products made available by Uber (each, an **“Uber Product”**). Agency may elect to utilize an Uber Product at any time during the Term, by (i) accepting the relevant additional click-through Uber Product terms for each such Uber Product within the Dashboard, or (ii) executing a product addendum which includes the relevant additional Uber Product terms for each such Uber Product (in either instance, each a **“Product Addendum”**).

**2.2** Agency’s election to utilize a particular Uber Product neither obligates nor restricts the Agency from utilizing any other Uber Product. Any Product Addendum entered into by the parties is expressly incorporated into this Agreement.

**3. Term and Termination.** The Agreement begins on the Effective Date and continues for a period of [ ] year thereafter and may be renewed by mutual written agreement of the Parties (collectively, the **“Term”**), unless terminated earlier. Either party may terminate the Agreement or any Product Addendum at any time without cause upon providing thirty (30) days’ written notice to the other party. Either party may terminate the Agreement or any Product Addendum at any time (a) in the event of a material breach by the other party that is not cured by the breaching party within thirty (30) days’ of receiving notice of the breach from the non-breaching party, or (b) immediately upon notice to the other party in the event that the other party makes an assignment for the benefit of creditors, files an involuntary petition in bankruptcy or is adjudicated bankrupt or insolvent, has a receiver appointed for any portion of its business or property, or has a trustee in bankruptcy or trustee in insolvency appointed for it under federal or state law. Termination of one Product Addendum shall not terminate any other Product Addendum then in effect. The terms and conditions of this Agreement concerning outstanding payment obligations and indemnification shall survive termination.

## 4. Account Administration.

**4.1 Agency Dashboard and Access to Uber Products.** Upon execution of the Agreement, Uber will establish the Agency’s Corporate Account that will enable the Agency to access Uber’s browser-based online dashboard for Uber Transit (**“Dashboard”**), which includes access to each Uber Product that an Agency has agreed to utilize through a Product Addendum. Uber’s contact with the Agency shall include communicating with representatives the Agency designates as “administrators” through the Dashboard (**“Administrator”**). In addition to the features described in an applicable Product Addendum, the Dashboard will enable Agency to (a) access each Uber Product which Agency has accepted and agreed to utilize through a Product Addendum; (b) view detailed trip or other service information, which may include, depending on which Uber Product(s) Agency utilizes, without limitation, any Authorized User and/or Agency User’s name together with trip status, pick-up and drop-off location, trip route, distance, duration, fare amount, service type, trip ID number, restaurant name, meal information, delivery location, delivery time, User Charges, expense memo, and Driver data (e.g. first name, telephone number, vehicle description and license plate) (collectively, **“Dashboard Data”**); (c) prepare and review activity reports using such Dashboard Data; (d) add and remove Administrators, (e) manage and update Agency’s payment information; (f) review and manage payment statements, and (g) settle outstanding balances on the Corporate Account. Uber reserves the right to add, remove and update features and functionality of the Dashboard at any time. Uber agrees to use commercially reasonable efforts to provide the Dashboard to the Agency as stated in this Agreement.

**4.2 Administration.** At all times, the Agency is responsible for maintaining an accurate list of Administrators. Agency may appoint additional Administrators at its discretion. Agency agrees to (a) maintain all Dashboard login credentials in confidence, (b) only permit an authorized Administrator to access the Dashboard, and (c) update as necessary, all information of the Administrators to ensure that it is current, accurate, and complete. Agency shall be responsible for all activity that occurs under its Dashboard login credentials.

**4.3 Authorized User and Administrator Updates.** For Managed Rider Programs, Agency is responsible for keeping and maintaining an accurate list of current Authorized Users, Agency Users, or Administrators authorized to bill User Charges to Agency’s Corporate Account for each separate Uber Product. From time to time, Uber may review the Agency’s list of Authorized Users, Agency Users and/or Administrators, as may be the case, via the Dashboard to maintain and support the Uber Service and to ensure Agency’s compliance with the Agreement.

**4.4 Responsibility for User Activity.** Agency agrees that (a) Agency is solely responsible for all User Charges against Agency's Corporate Account, incurred by Authorized Users, Agency Users, and Administrators, regardless of whether any such charge was authorized, and (b) User Charges may be subject to price changes at any time, including without limitation, occasional increases during periods of high demand as further described in the End User Terms. Further, Agency agrees that Uber shall not be responsible for User Charges incurred by Authorized Users, Agency Users and/or Administrators, after Agency has attempted removal of such Authorized User or Administrator from the Corporate Account to the extent Agency provides Uber with incomplete or inaccurate Authorized User or Administrator removal information via the Dashboard. Agency is responsible for User Charges incurred due to fraudulent or other unpermitted activity or use of the Corporate Account by an Authorized User, Agency User, Administrator, or another third party to access Uber Services. Agency must promptly notify Uber if it discovers fraudulent or unpermitted activity occurring under the Agency's Corporate Account. In the event Uber reasonably suspects that any fraudulent or unpermitted activity is occurring in connection with the Corporate Account, Uber reserves the right to suspend the Corporate Account until the event giving rise to the suspension has been cured to Uber's reasonable satisfaction.

**4.5 Restrictions.** Agency agrees to use the Uber Service, Corporate Account, Dashboard, and any of the services provided under an applicable Product Addendum solely as stated in this Agreement; provided, however, that in the event of a conflict between a Product Addendum and the Agreement with respect to Agency or any Administrator utilizing the Uber Service, the terms of this Product Addendum shall control, followed by the Agreement. Agency shall not, and shall not authorize others to (a) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the Dashboard, Uber Service, or Uber App; (b) sublicense, lease, rent, sell, give, or otherwise transfer or provide the Dashboard, Uber Service, or Uber App to any unaffiliated third party; (c) upcharge, increase, or otherwise modify the User Charges for any usage of the Uber Service; or (d) impose any additional fees or charges related to use of the Dashboard, Uber Service, or any of the services provided under an applicable Product Addendum. Uber reserves all rights not expressly granted under the Agreement.

**4.6 Violations.** Agency acknowledges that Uber may suspend or ban any Authorized Users or Agency Users from use of the Uber Service due to future or past violations of the End User Terms ("**Violations**"), and that Uber shall have no obligation or liability to Agency related to any such suspension or ban of an Authorized User or Agency User. In the event that Uber suspends or terminates an Authorized User's or Agency User's Uber Account pursuant to the End User Terms, Uber shall also suspend such Authorized User or Agency User from utilizing Uber Services under all of the Product Addenda. Furthermore, Uber reserves the right to immediately suspend an Authorized User's or Agency User's Uber Account due to (a) an invalid payment card on their Uber Account, or (b) a rejected Agency Card transaction that was initiated through their Uber Account. Uber reserves the right to suspend Agency's use, and the use by Authorized Users or Agency Users where applicable, of Uber Transit and the products set forth in any applicable Product Addendum for violations of this Agreement or any applicable Product Addendum.

**4.7 Territory.** This Agreement is not restricted by country, unless otherwise specified in a Product Addendum.

## 5 Billing.

**5.1 User Charges.** All User Charges shall be paid in the ordinary course of use of the Uber Services through the payment card associated with the applicable Corporate Account, as the case may be, at the end of each Authorized User's or Agency User's trip, or, according to batched billing, in which Uber will charge Agency's payment method or issue an invoice to the Agency for User Charges that have accrued during a certain period (e.g., daily, weekly, or another period shorter than a month) ("**Batched Billing**"), unless Agency participates in Monthly Billing, in which case Agency shall pay such User Charges pursuant to Section 6.2 below.

**5.2 Monthly Billing.** Agency may elect to pay for User Charges and any other charges referenced in the Product Addenda on a monthly basis incurred in connection with the applicable ("**Monthly Billing**"). If the Agency participates in Monthly Billing, Uber will bill the Agency for all User Charges incurred for the applicable Uber Products on a monthly basis (each, a "**Monthly Statement**"). Agency shall pay each Monthly Statement in full within thirty (30) days of receipt of such Monthly Statement. Agency agrees to provide and maintain during the Term in connection with its Corporate Account a valid Agency credit card number (the "**Agency Card**") that may be charged as set forth in the applicable Product Addendum. When creating the Corporate Account, the Agency may choose to use either an Agency Card, ACH, or wire transfer as the payment method for paying Monthly Statements, provided that payment by Agency Card may be necessary for amounts less than \$1,000.

**5.3 Currency.** All User Charges shall be processed in the local currency applicable to the territory of the Authorized User's and/or Agency User's applicable receipt for the Uber Service, except in certain instances when Uber may process foreign transactions in United States dollars. All payments are nonrefundable except as may be expressly provided otherwise herein. Each party shall be responsible for its costs and expenses associated with its performance under the Agreement or any Product Addendum.

**5.4 Disputed Payments.** If Agency believes that it has been billed for charges that it should not have been charged ("**Disputed Charge Event**"), Agency shall notify Uber in writing within seven (7) days via email to [transit-legal-us@uber.com](mailto:transit-legal-us@uber.com). The parties shall work in good faith to review the charges within thirty (30) days of the Agency notifying Uber of such Disputed Charge Event. If the parties determine that Uber assessed charges that the Agency should not have been charged, Uber shall remove such charge from the Agency's account.

**5.5 Account Suspension.** In the event of any undisputed outstanding User Charges or any other charge referenced in the Product Addenda due on a past Monthly Statement, Uber reserves the right to immediately suspend the Agency's account. Uber further reserves the right to pursue any and all remedies available to it under applicable law, including reporting Agency to applicable credit reporting agencies, in the event of any unpaid User Charges or any other charges referenced in the Product Addenda. Reestablishing an Agency account shall be at Uber's sole

discretion. All late payments shall accrue simple interest on the sum due from the date such payment was originally due until the date of actual payment, at 3% per month or the maximum allowed by applicable law.

## 6 Proprietary Rights.

**6.1 License to Marks; Restrictions.** The term “**Marks**” shall mean the trademarks, service marks, trade names, logos, slogans, designs, social media or other handles, hashtags, and other identifying symbols and indicia of a party (“**Licensor**”). Each party hereby grants to the other party (“**Licensee**”), solely during the Term, a limited, royalty-free, non-exclusive, non-transferable, non-assignable license, without the right to sublicense, to use and display the Licensor’s Marks only as expressly permitted by the other party in writing in each instance and only in relation to this Agreement. All use of a Licensor’s Marks by Licensee will be in the form and format approved by Licensor, and Licensee will not otherwise use or modify Licensor’s Marks without Licensor’s prior written consent. All goodwill related to Licensee’s use of Licensor’s Marks shall inure solely to the benefit of Licensor. Marks will at all times remain the exclusive property of the respective Licensor. Except as expressly set forth herein, Licensor does not, and shall not be deemed to, grant Licensee any license or rights under any intellectual property or other proprietary rights. All rights not granted herein are expressly reserved by Licensor.

**6.2 No Development.** EACH PARTY ACKNOWLEDGES AND AGREES THAT NEITHER PARTY SHALL DEVELOP ANY TECHNOLOGY, CONTENT, MEDIA, OR OTHER INTELLECTUAL PROPERTY FOR THE OTHER PARTY PURSUANT TO THE AGREEMENT. The parties shall enter into a separate written agreement, as necessary, to govern any development activities relating to any technology, content, media, or other intellectual property prior to the commencement of any such activities.

**6.3 Ownership.** Uber and its Affiliates are and shall remain the owners of all right, title and interest in and to the Dashboard, Uber Service, Uber App, and Uber Personal Data (including, without limitation, Dashboard Data) including any updates, enhancements and new versions thereof, all data related to the use of the Dashboard and Uber Services, and all related documentation and materials provided or made available to Agency or any proposed or current Authorized User in connection with the Agreement.

**6.4 No Publicity.** Other than as expressly set forth herein, neither party may use or reference the other party’s name, logo, trademarks or service marks in a press release or otherwise without the prior consent of such other party in each instance.

## 7 Confidentiality.

**7.1 Definition of Confidentiality.** The term “**Confidential Information**” shall mean any confidential or proprietary business (whether marked “confidential” or not), technical or financial information or materials of a party (“**Disclosing Party**”) provided to the other party (“**Receiving Party**”) in connection with the Agreement, whether orally or in physical form, and shall include the terms of the Agreement. Confidential Information shall also include information that would reasonably be understood to be confidential to the Disclosing Party. However, Confidential Information shall not include information (a) previously known by Receiving Party without an obligation of confidentiality, (b) acquired by Receiving Party from a third party which was not, to Receiving Party’s knowledge, under an obligation of confidentiality, (c) that is or becomes publicly available through no fault of Receiving Party, or (d) that Disclosing Party provides written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

**7.2 Restrictions.** Receiving Party agrees that (a) it will use Confidential Information solely for the purposes permitted under the Agreement, and (b) it will not disclose the Confidential Information to any third party other than Receiving Party’s employees or agents who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein. In the event Receiving Party receives a subpoena, administrative or judicial order, or any other request for disclosure of any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt written notice of such subpoena, order or request and allow Disclosing Party to assert any available defenses to disclosure.

**7.3 Confidential Information Security.** Receiving Party will protect the Disclosing Party’s Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care. Uber shall comply with the then-current version of the Payment Card Industry Data Security Standard (“**PCI-DSS**”) and Uber and its designated payment service provider will remain PCI-DSS certified and compliant at all times during the Term of the Agreement.

## 8 Security and Data Transfers.

**8.1 Security.** Uber shall implement appropriate technical and organizational measures to protect Agency Personal Data against unauthorized or unlawful processing and against unauthorized loss, destruction, damage, alteration, or disclosure. Agency shall implement appropriate technical and organizational measures to protect Uber Personal Data against unauthorized or unlawful processing and against unauthorized loss, destruction, damage, alteration, or disclosure (each instance, a “**Information Security Incident**”). Agency shall, without undue delay, but no greater than twenty-four (24) hours after, notify Uber in the event that Agency learns or has reason to believe that an Information Security Incident has occurred in relation to Uber Personal Data. Such notice shall be sent to the Uber persons or team designated to receive notices under the Main Agreement; and (2) via email to [vendorsecurity@uber.com](mailto:vendorsecurity@uber.com). This notification includes at least: (1) the nature of the breach of security measures; (2) the potentially compromised personal data and data subjects; (3) the duration and expected consequences of the Information Security Incident; and (4) any mitigation or remediation measures taken or planned in response to the Information Security Incident. Upon any such discovery, Agency shall (a) take all reasonable steps to investigate, remediate, and mitigate the effects of the Information Security Incident, and (b) provide Uber with assurances reasonably satisfactory to Uber that such Information Security Incident will not recur. Additionally, if and to the extent any Information Security Incident occurs as a result of an act or omission of Agency, and if Uber determines that

notices (whether in Uber's or Agency's name) or other remedial measures are warranted, Agency shall, at Uber's request and at Agency's cost and expense, undertake the aforementioned remedial actions.

**8.2 Data Transfers.** To the extent the Agreement involves the transfer of Dashboard Data in the EEA to a jurisdiction outside the EEA, which has not been recognized by the European Commission as providing an adequate level of data protection, the parties agree that the Standard Contractual Clauses, as specified on <http://t.uber.com/exhibita> ("Exhibit A"), shall apply with respect to such Dashboard Data. In relation to restricted transfers of Dashboard Data that is protected by the UK GDPR from the United Kingdom to a jurisdiction which does not benefit from adequacy regulations pursuant to the UK GDPR, Exhibit A shall apply subject to the terms of the "UK Addendum to the EU Standard Contractual Clauses" issued by the Information Commissioner's Office under s.119A (1) of the United Kingdom Data Protection Act 2018 ("UK Addendum"). Such UK Addendum shall be deemed executed and completed between Company and Uber using the information contained in Exhibit A.

## 9 Insurance.

**9.1** During the Term, Uber agrees to maintain the following insurance coverage with an A.M. Best financial rating of "A-" or better:

**9.1.1** Commercial General Liability (including contractual liability, personal and advertising injury and products and completed operations) with a limit of one million dollars (US\$1,000,000) per occurrence and two million dollars (US\$2,000,000) in the aggregate for bodily injury and property damage.

**9.1.2** Workers' Compensation Statutory (for all states of operation) including Employer's Liability with limits of not less than one million dollars (US\$1,000,000).

**9.1.3** Commercial Auto Liability insurance for all owned, hired and non-owned vehicles for bodily injury, including death and property damage for limits of one million dollars (US\$1,000,000) each accident combined with a single limit.

**9.2** At the request of the Agency, Uber shall furnish the Agency with a certificate of insurance showing coverage as set forth herein. Agency shall be covered as an additional insured on the auto and general liability policies under a blanket endorsement.

## 10 Warranties; Disclaimer.

**10.1 Mutual Warranties.** Each party hereby represents and warrants that (a) it has full power and authority to enter into the Agreement and perform its obligations under the Agreement and any applicable Product Addenda, (b) such party's acceptance of the Agreement, as well as such party's performance of the obligations set forth in the Agreement, does not and will not violate any other agreement to which such party is a party, (c) it is in compliance and shall remain in compliance during the Term, with all applicable laws, rules and regulations, including those relating to data protection, privacy, identity theft, data breach, consumer protection, and data security, and any applicable industry standards relating to privacy and data security applicable to the performance of its obligations hereunder, (d) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin, and (e) such party's Marks as provided by such party pursuant to this Agreement will not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.

**10.2 Agency Warranties.** Agency represents and warrants that (a) Agency has all rights and legally adequate consents, where necessary, to provide Uber with the Agency Personal Data and any other information provided to Uber hereunder; (b) Agency will use Dashboard Data solely for legitimate business purposes including business expense, processing, accounting, and budgeting purposes; (c) Agency will only share and provide access to Dashboard Data to Agency personnel who have a business need to access such Dashboard Data; (d) Agency will not disclose Dashboard Data to any third party, unless expressly authorized in writing by Uber, and who are in each case bound by privacy and security obligations regarding Uber Personal Data at least as restrictive as those contained herein; (e) Agency will not rent or sell Dashboard Data for any purpose not authorized by Uber; and (f) Agency will not disclose Dashboard Data nor disclose Uber's pricing or fares associated with Dashboard Data to a competitor of Uber.

**10.3 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, UBER PROVIDES THE UBER SERVICE, AND UBER APP, "AS IS" AND WITHOUT WARRANTY. UBER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE DASHBOARD, UBER SERVICE, OR UBER APP WILL MEET AGENCY'S REQUIREMENTS OR THAT THE OPERATION OF THE DASHBOARD, UBER SERVICE, OR UBER APP WILL BE UNINTERRUPTED OR ERROR FREE. UBER HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (A) ANY IMPLIED OR STATUTORY WARRANTIES COVERING THE DASHBOARD, UBER SERVICE, UBER APP, AND (B) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. AGENCY ACKNOWLEDGES AND AGREES THAT THE UBER SERVICE IS A TECHNOLOGY SERVICE THAT ENABLES ACCESS TO REQUEST ON-DEMAND GROUND TRANSPORTATION, DELIVERY, AND LOGISTICS SERVICES PROVIDED BY INDEPENDENT THIRD-PARTY PROVIDERS. UBER IS NOT A TRANSPORTATION, DELIVERY, OR LOGISTICS PROVIDER. UBER DOES NOT GUARANTEE AVAILABILITY OF TRANSPORTATION, DELIVERY, OR LOGISTICS SERVICES, ON-TIME ARRIVALS OR DEPARTURES THEREOF, OR ANY OTHER SERVICES LEVELS RELATED TO INDEPENDENT TRANSPORTATION, DELIVERY OR LOGISTICS PROVIDERS THAT MAY BE OBTAINED VIA THE UBER SERVICE.

## 11 Indemnification.

**11.1** Each party (the "Indemnifying Party") will indemnify, defend and hold harmless the other party (the "Indemnified Party"), its Affiliates and their respective directors, officers, employees, consultants, agents, successors and assigns from and against all claims, liabilities, damages, losses, costs and expenses (including reasonable outside attorney fees) with respect to any third-party claim, suit, action, or proceeding arising out of or related to (a) a breach (or claim that, if true, would be a breach) of any of the Indemnifying Party's representations or warranties in this

Agreement and any applicable Product Addendum, or (b) the infringement of a third party's intellectual property rights by the Indemnifying Party's Marks, but only if such Marks have been used by the Indemnified Party in the manner approved by the Indemnifying Party.

**11.2** The Indemnified Party shall provide prompt notice to the Indemnifying Party of any potential claim subject to indemnification hereunder. The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. The Indemnifying Party will not settle or compromise any claim, or consent to the entry of any judgment, without written consent of the Indemnified Party, which will not be unreasonably withheld. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of a claim, at the Indemnifying Party's expense.

## **12 Limits of Liability.**

**12.1** OTHER THAN WITH RESPECT TO (i) A PARTY'S INDEMNIFICATION OBLIGATIONS IN THE AGREEMENT OR ANY APPLICABLE PRODUCT ADDENDUM, (ii) DAMAGES ARISING FROM EITHER PARTY'S BREACH OF THE OBLIGATIONS SET FORTH IN SECTION 8 HEREIN (CONFIDENTIALITY), (iii) DAMAGES ARISING FROM EITHER PARTY'S BREACH OF THE REPRESENTATIONS OR WARRANTIES IN THE AGREEMENT OR ANY APPLICABLE PRODUCT ADDENDUM, (iv) DAMAGES ARISING FROM EITHER PARTY'S BREACH OF THE OBLIGATIONS SET FORTH IN SECTION 7 HEREIN (PROPRIETARY RIGHTS), OR (v) OR DAMAGES RESULTING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL UBER OR AGENCY BE LIABLE: (A) FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF BUSINESS OR PROFITS, SUFFERED BY THE OTHER PARTY OR ANY THIRD PARTY ARISING OUT OF THE AGREEMENT, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF UBER OR AGENCY (OR THEIR AGENTS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND, (B) UNDER THE AGREEMENT FOR ANY DIRECT DAMAGES IN AN AMOUNT EXCEEDING ONE HUNDRED THOUSAND DOLLARS (\$100,000).

**12.2** Each Party acknowledges that the foregoing limitations are an essential element of the agreement between the parties, and that in the absence of such limitations, the terms set forth in the Agreement would be substantially different.

## **13 General.**

**13.1 Entire Agreement.** The Agreement contains the entire agreement between the parties related to the subject matter hereof and supersedes all prior and contemporaneous understandings or agreements, whether oral or written, prior to or on the Effective Date.

**13.2 Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its choice or conflict of laws provision. Any dispute, controversy, or any claim arising out of or relating to the Agreement, or the interpretation, enforceability, performance, breach termination or validity thereof, including, without limitation, this arbitration clause, must be solely and finally settled by confidential arbitration in Dover, Delaware, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. An award rendered in connection with arbitration pursuant to this section shall be final and binding upon the parties, and any judgment upon such an award may be entered and enforced in any court of competent jurisdiction. No provision of this subsection limits the rights of a party to the Agreement to obtain provisional, injunctive, or ancillary remedies from a court of competent jurisdiction before, after or during the pendency of any arbitration. Neither party has the right to arbitrate on a class action basis any dispute, controversy, or claim arising out of or relating to the Agreement, or the interpretation, enforceability, performance, breach, termination, or validity thereof, including, without limitation, this arbitration clause.

**13.3 Affiliates.** The parties hereby acknowledge and agree that Agency and each of its Affiliates may utilize the same Dashboard and any of the services provided under a Product Addendum upon execution of the Agreement and the applicable Product Addendum. Any such Affiliate shall be bound by all of the terms and conditions applicable to Agency under the Agreement, and entitled to all rights and protections afforded Agency under the Agreement, provided, however, Agency shall continue to bear legal responsibility for all acts or omissions of such Affiliate. The parties further acknowledge and agree that any services to be rendered under this Agreement and any applicable Product Addendum may be performed by Uber directly, or by any of Uber's Affiliates.

**13.4 Notices.** Any notice required or permitted to the parties under this Agreement will be deemed to have been duly given only if in writing and delivered: by certified U.S. mail with return receipt requested, by overnight courier with postage prepaid, or by hand delivery, to the address of the receiving party as set forth below, to the attention of the persons designated below for the receiving party. Notices will be deemed received five (5) business days after being mailed by U.S. mail or the next business day if delivery is via overnight courier, or the same business day if delivery is by hand delivery during a business day before 5:00 PM or the next business day if not during a business day before 5:00 PM. All notices to Agency shall be delivered to the address referenced on the first page of the Agreement. All notices to Uber shall be provided to Uber Technologies, Inc., 1515 3rd Street, San Francisco, CA 94158 Attn: Legal Department – Uber for Business. Either party may change its notice address by providing written notice of such change to the other party in conformity with this section.

**13.5 Force Majeure.** Nonperformance of either party under the Agreement shall be excused to the extent and during the period that performance is rendered impossible by strike, fire, flood, hurricane, earthquakes, pandemic, other natural disaster, governmental acts or orders or restrictions, failure of suppliers, or contractors, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party ("**Force Majeure Event**"). The affected party will promptly notify the other party upon becoming aware that any Force Majeure Event has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations under the Agreement.

**13.6 Severability.** If any provision or provisions of the Agreement, including any Product Addendum in whole or in part, is determined to be invalid, illegal or unenforceable by ruling of an arbitrator or court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions and/or Product Addenda shall not in any way be affected or impaired thereby.

**13.7 Assignment.** The Agreement is not transferable and may not be assigned by either party, in whole or in part, without the prior written consent of the other party, provided that both parties may assign the Agreement without such consent, but with notice to the other, in connection with a merger or a sale of all of the equity or assets of either party. Notwithstanding the foregoing, Uber may assign the Agreement, including any Product Addenda, to an Affiliate without notice or the prior written consent of Agency. Subject to the foregoing, the Agreement shall be binding upon all successors and assigns of a party.

**13.8 Attorney’s Fees.** In any litigation between the parties, the prevailing party shall be entitled to reasonable attorney fees and all costs of proceedings incurred in enforcing the Agreement.

**13.9 Headings.** Section headings are for convenience only and shall not be considered in the interpretation of the Agreement.

**13.10 Independent Contractor.** Uber and Agency are and shall remain independent contractors. Neither party is the representative or agent of the other and neither party shall have any power to assume any obligations on behalf of the other.

**13.11 Non-Discrimination.** Agency shall not, in its use of the Uber Service or any Uber Product under the Agreement, discriminate against any Authorized User, Agency User, employee, volunteer, or participant, or individual on the basis of race, color, gender, pregnancy, marital status, familial status, sexual orientation, gender identity or expression, religion, ancestry, national origin, disability, or age except that programs may target beneficial services for specific participant groups, as agreed upon between Uber and Agency. Agency acknowledges and agrees that upon Uber’s receipt of evidence of Agency’s discrimination under any of these categories, Uber shall have the right to immediately terminate the Agreement following notice to Agency.

**13.12 Waiver.** The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party’s right to enforce such provisions or exercise such option.

**13.13 Counterparts.** The Agreement may be executed in counterparts and in any format, including electronically delivered versions thereof, each of which shall be deemed to be an original and shall fully bind each party who has executed it, but all such counterparts together shall constitute one and the same agreement.

The Agreement consists of the Agreement and any Product Addenda incorporated into the Agreement. An authorized representative of each party has caused the Agreement to be duly executed as of the Effective Date.

**UBER TECHNOLOGIES, INC.**

**[COUNTERPARTY NAME]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**UBER CENTRAL PRODUCT ADDENDUM  
TO THE  
UBER TRANSIT DASHBOARD ACCESS AGREEMENT**

This Uber Central Product Addendum (the “**Product Addendum**”) to the Uber Transit Dashboard Access Agreement (the “**Agreement**”) is entered into by and between [Counterparty Name] (“**Agency**”) and Uber Technologies, Inc. (“**Uber**”) as of the date of the last signature set forth below (“**Product Addendum Effective Date**”). The Product Addendum is hereby incorporated by reference into the Agreement. Undefined, capitalized terms used herein shall have the meaning ascribed to them in the Agreement. This Product Addendum sets forth the terms under which an Agency may utilize the Dashboard to enable and use Uber Central. In the event of any conflict between the terms of the Agreement and this Product Addendum, the terms of this Product Addendum shall govern with respect to Uber Central.

**1. Definitions.** The following terms, as may be used only in this Product Addendum, shall have the meanings set forth below:

“**Active User**” means an individual (i) with an active Uber Account, or (ii) who has otherwise registered with Uber and accepted the End User Terms.

“**Agency User**” means an Active User or Guest User.

“**Designated Recipient**” means an individual authorized by an Agency User to provide information to Uber and receive notifications from Uber, including but not limited to through SMS messages, regarding such Agency User’s trip.

“**Guest User**” means an individual who is not an Active User.

“**Uber Central**” means the Uber Transit product that, in connection with Uber’s technology systems, enables the Agency to request rides, or deliveries through Uber Connect when available, on behalf of Agency’s customers, clients, or other authorized individuals.

**2. Provision of Services to Agency.**

**2.1 Access to Services.** Upon execution of this Product Addendum, Uber will use commercially reasonable efforts to enable the Agency to access Uber Central via the Dashboard. In addition to the Dashboard features described in the Agreement, the Dashboard will enable Agency to (a) request rides on behalf of Agency Users, and (b) view monthly statements setting forth trips requested on behalf of Agency Users. Agency expressly acknowledges and agrees that any and all transportation services are provided neither by Uber nor by Agency, but by independent third-party providers. Agency acknowledges that Agency will incur User Charges to the account of Agency, and not to the applicable Agency User’s personal Uber user account or credit card.

**2.2 Active Users; Guest Users; Designated Recipients.**

**2.1.1.** Prior to requesting the Uber Service on behalf of any Agency User, Agency shall obtain from the Agency User and submit to Uber the following information with respect to such Agency User: (a) first and last name, (b) active telephone number, (c) pick-up and drop-off location; and (d) pick-up time and other optional trip related data (e.g. billing code, trip purpose, and message to Drivers) (collectively, “**Agency User Data**”), in order to permit Uber to confirm whether such Agency User is an Active User or is a Guest User. Agency shall ensure that all data provided to Uber is accurate and complete, and Uber shall not be liable to Agency, any Agency User or any other party with respect to inaccurate or incomplete Agency User Data supplied to Uber by Agency.

**2.1.2.** Agency shall be solely responsible for contacting, or facilitating contact with, any Guest User for whom Agency requests the Uber Service. Uber shall have no responsibility for contacting or providing messaging of any sort pursuant to this Product Addendum to any individual who is not an Active User.

**2.1.3.** Agency may provide to Uber the name and phone number of Designated Recipient(s) in order for Uber to provide notifications and detailed trip information, including real-time trip status, regarding an Agency User’s trip, to such Designated Recipient, including via SMS. Uber shall not be liable to Agency, any Agency User, any Designated Recipient, or any other party with respect to inaccurate or incomplete information supplied by Agency related to any Designated Recipient.

**3. Privacy.**

**3.1. Definitions.** “**Agency Personal Data**” means information provided by the Agency to Uber in connection with the Agreement relating to an identified individual, excluding any such information provided to Uber or any of its Affiliates by an Active User.

**3.2. Roles of Parties.** Each party is an independent controller of the Agency Personal Data and Uber Personal Data. Agency will provide Agency Personal Data to Uber, for the provision of the services as described in this Product Addendum. Agency will only process Uber Personal Data for administrative purposes, to manage access control and for activity review purposes.



**3.3. Compliance with Data Protection Laws.** Each party shall comply with the obligations applicable to it under the Data Protection Laws with respect to the processing of personal data (which includes Agency Personal Data and Uber Personal Data).

**3.4. Data Restrictions.**

**3.4.1. Agency Restrictions.** Agency agrees that it will use (or authorize the use of) Uber Personal Data and the Dashboard solely for legitimate business purposes, and will limit access to Uber Personal Data and the Dashboard solely to Agency's personnel who have a legitimate business need to access such Uber Personal Data and the Dashboard. Agency will not disclose Uber Personal Data to any third parties unless expressly authorized in writing by Uber, and who are in each case bound by privacy and security obligations regarding Uber Personal Data at least as restrictive as those contained herein.

**3.4.2. Uber Restrictions.** Uber agrees that Uber shall use or disclose Agency Personal Data as necessary to provide the Uber Service or as required under applicable laws or regulations. Uber shall limit access to Agency Personal Data solely to Uber and its Affiliates' directors, officers, employees, consultants, or agents who have a legitimate business need to access such Agency Personal Data.

**4. Effect of Termination.** All outstanding payment obligations and Sections 1, and 3 - 4 of this Product Addendum shall survive the termination of this Product Addendum.

**5. Warranties.**

**5.1.** In addition to the warranties set forth in the Agreement, Agency represents and warrants that Agency will inform and obtain all necessary rights, permission and legally adequate consent from Agency Users (x) to share such Agency User's personal data with Uber, (y) to receive SMS messages or automated calls from Uber in connection with Uber Central and the Uber Service or to provide any communications pursuant to this Product Addendum, and (z) for Uber to provide Agency and any Designated Recipients with detailed trip information, including real-time trip status, for the trips charged to Agency's Corporate Account. Agency also represents and warrants that Agency will inform and obtain all necessary rights, permission and legally adequate consent from Designated Recipients (i) to share such Designated Recipient's personal data with Uber and (ii) to receive SMS messages from Uber in connection with Uber Central and the Uber Service or to provide any communications pursuant to this Product Addendum. Agency acknowledges that it may elect to utilize the Dashboard to request the Uber Service on behalf of Guest Users. Any such election is at Agency's sole discretion, and, in addition to Agency's indemnity obligations under the Agreement, Agency therefore will indemnify, defend and hold harmless Uber, its Affiliates and its and their directors, officers, employees, consultants, agents, successors, and assigns from and against any and all claims, liabilities, damages, losses, costs and expenses (including reasonable outside attorney fees) with respect to any third party claim, suit, action or proceeding arising out of or related to the use of the Uber Service by any Guest User.

An authorized representative of each party has caused this Product Addendum to be duly executed as of the Product Addendum Effective Date.

**UBER TECHNOLOGIES, INC.**

**[COUNTERPARTY NAME]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**UBER VOUCHERS PRODUCT ADDENDUM  
TO THE  
UBER TRANSIT DASHBOARD ACCESS AGREEMENT**

This Uber Vouchers Product Addendum (the “**Product Addendum**”) to the Uber Transit Dashboard Access Agreement (the “**Agreement**”) is entered into by and between [Counterparty Name] (“**Agency**”) and Uber Technologies, Inc. (“**Uber**”) as of the date of the last signature set forth below (“**Product Addendum Effective Date**”). This Product Addendum is hereby incorporated by reference into the Agreement. Undefined, capitalized terms used herein shall have the meaning ascribed to them in the Agreement. This Product Addendum sets forth the terms under which an Agency may utilize the Dashboard to enable and use Uber Vouchers. In the event of any conflict between the terms of the Agreement and this Product Addendum, the terms of this Product Addendum shall govern with respect to Uber Vouchers.

**1. Definitions.** The following terms, as may be used only in this Product Addendum, shall have the meanings set forth below:

“**Community Guidelines**” means the guidelines available at <https://www.uber.com/legal/en/document/?name=general-community-guidelines&country=united-states&lang=en>, as may be amended from time to time by Uber in its sole discretion.

“**Voucher Recipient**” means an individual that receives one or more Uber Vouchers sent or requested by the Agency. Voucher Recipients are Agency Users.

“**Design Guidelines**” means the Uber Trademark Usage Guidelines available at <https://developer.uber.com/docs/riders/guides/design-guidelines>, as may be amended from time to time by Uber in its sole discretion pursuant to which Agency may use the Uber Trademark as set forth herein.

“**Program**” means an event or series of events for which the Agency wants to provide a Voucher Recipient with an Uber Voucher in order to use the Uber Service.

“**Redemption Value**” means the maximum amount for which a Voucher Recipient may utilize any single Uber Voucher to receive a full or partial payment for User Charges pursuant to this Product Addendum.

“**Uber Voucher**” means a promotional code or link generated by Agency through the Dashboard that, when validly applied, allows an individual with an active Uber Account to receive a partial or full payment by Agency for User Charges up to the amount of the applicable Uber Voucher, subject to (a) any utilization requirements and limitations established by Agency, (b) the terms of this Product Addendum, and (c) other restrictions and limitations as Uber may determine from time to time that are generally applicable to all discount codes generated by Uber.

“**Utilization Amount**” means the exact dollar amount of an Uber Voucher a Voucher Recipient utilized for User Charges and is a “Fee” as defined in the Agreement.

**2. Access to Services.** Upon execution of this Product Addendum and mutual agreement on the Scope of Work at Exhibit 1, Uber will use commercially reasonable efforts to enable the Agency to access Uber Vouchers via the Dashboard. In addition to the features described in the Agreement, the Dashboard will enable Agency to (a) create and/or distribute Uber Vouchers in accordance with the terms of the Agreement; (b) view and pay Monthly Statements; and (c) view current, appoint new, and remove Administrators. Uber reserves the right to add, remove and update features and functionality of the Dashboard at any time. Agency expressly acknowledges and agrees that any and all transportation services provided to Voucher Recipient are provided neither by Uber nor by Agency, but by independent third-party transportation and delivery providers. It is the Agency’s sole responsibility to keep and maintain an accurate list of current Voucher Recipients to receive and utilize Uber Vouchers.

**3. Utilization Amount.** Upon redemption of an Uber Voucher by a Voucher Recipient or according to Batched Billing, Uber shall charge Agency the Utilization Amount of each such Uber Voucher, unless Agency participates in Monthly Billing, in which case Agency shall pay for the Utilization Amount pursuant to Section 6.2 of the Agreement. If the User Charges exceed the Uber Voucher value for an individual Voucher Recipient’s transaction, Uber shall charge the balance to such Voucher Recipient’s payment method on file in their Uber Account.

**4. Uber Vouchers.**

**4.1. Creating Uber Programs and Uber Vouchers; Limitations.**

**4.1.1.** Agency may create Programs within the Dashboard, which will generate Uber Vouchers for the Agency to distribute to Voucher Recipients. Uber shall run such Programs only in the countries where Uber makes Uber Vouchers available to the Agency. Agency acknowledges and agrees that it is responsible for all marketing, promotion, and advertising of the Programs.

**4.1.2.** Agency may elect to either create a Program with: (a) a single Uber Voucher to distribute to all Voucher Recipients (a "Single Code"); or (b) individualized Uber Vouchers that Agency can distribute to each Voucher Recipient, which are limited to one (1) code per Voucher Recipient, and can only be used by the first Voucher Recipient who redeems the code (each an "Individualized Code"). Agency acknowledges and agrees that (a) Single Codes and Individualized Codes may not be used as intended if a Voucher Recipient shares the code with anyone other than a Voucher Recipient, (b) Uber has no way to prevent and bears no responsibility for such sharing or non-intended use, and (c) all of Agency's obligations under this Product Addendum apply no matter who redeems an Uber Voucher under this Product Addendum.

**4.1.3. Single Codes.** For any Program that utilizes a Single Code, Agency may limit the number of times such code can be used; provided, however, Agency must clearly and conspicuously disclose to each Voucher Recipient (i) that use of the code is not guaranteed, and (ii) the material terms and conditions of each Single Code. Agency acknowledges and agrees that: (i) a Single Code may be used by individuals (including those who are not Voucher Recipients) Agency did not intend to target, but Agency will be financially responsible for the number of times the Single Code is used to access the Uber Service; and (ii) for any individual that tries to access a Single Code after the usage limitations have been met, Uber will direct such individual to contact Agency about such Single Code. Notwithstanding anything to the contrary, Agency acknowledges and agrees that in no event will Uber be liable to (i) any Voucher Recipients who were targeted to receive a Single Code but were unable to utilize such Single Code, or (ii) Agency for Uber's non-fulfillment of the Single Code as a result of usage limitations set by Agency.

**4.1.4. Individualized Codes.** For any Program that utilizes Individualized Codes, Agency bears responsibility to correctly deliver such codes to Voucher Recipients and to clearly and conspicuously disclose the material terms and conditions of each Individualized Code to each Voucher Recipient. Agency acknowledges and agrees that for any individual that tries to access an Individualized Code after such code has expired, Uber will direct such individual to contact the Agency about such Individualized Code. Notwithstanding anything to the contrary, Agency acknowledges and agrees that in no event will Uber be liable to (i) any Voucher Recipients who were targeted to receive an Individualized Code but were unable to utilize such Individualized Code, or (ii) Agency for Uber's non-fulfillment of the Individualized Code as a result of usage limitations set by Agency.

**4.1.5. Uber Delivered Vouchers.** In addition to creating Programs under this Product Addendum, Agency may choose to create an Uber Voucher for a specific Voucher Recipient by (i) requesting that Uber deliver such Uber Voucher to the Voucher Recipient via SMS message or by another agreed upon delivery method such as email (each an "Uber Delivered Voucher"), and (ii) providing to Uber such Voucher Recipient's first name and last name, as well as phone number and/or email address. Prior to creating an Uber Delivered Voucher, Agency shall obtain consent from the Voucher Recipient and submit to Uber the following information with respect to such Voucher Recipient: (a) first and last name, (b) active telephone number and/or email address, (c) and all information related to the Uber Voucher (collectively, "Voucher Recipient Data"), in order for Uber to deliver such Uber Voucher to the user via SMS message, email, the Uber App, or by another delivery method. Agency shall ensure that any Voucher Recipient Data Agency provides to Uber is accurate and complete, and Uber shall not be liable to Agency, any Voucher Recipient, or any other party with respect to inaccurate or incomplete data supplied by Agency.

**4.2. Uber Voucher Limitations.** Agency shall ensure the maximum aggregate Redemption Value of Uber Vouchers that Agency has outstanding at any given time during the Term shall not exceed the credit amount approved by Uber for Agency's Batched Billing or Monthly Billing, unless Uber agrees in writing to allow Agency to distribute a different aggregate Redemption Value of Uber Vouchers. Each Uber Voucher created by Agency shall: (a) expire no later than twelve (12) months following the date on which Agency created the Uber Voucher; (b) have a minimum Redemption Value, as specified in the Dashboard, for each country in which Agency creates an Uber Voucher; (3) be valid for redemption in areas where Uber Vouchers are available until such Uber Voucher expires; and (4) be feasibly usable for the Voucher Recipient receiving such Uber Voucher (e.g., a Voucher Recipient cannot be located in New York, New York and receive a code that is only valid in San Francisco, California).

**4.3. Restrictions of Use.** Agency cannot use Uber Vouchers with any third-party promotion, agreement, relationship, marketing event, Driver, or any other use case without Uber's prior written consent. Agency agrees it will not apply, or allow to be applied, the Uber Voucher to an Uber Account without first disclosing all of the disclaimer set forth in Section 4.5.3 below.

**4.4. Modification or Cancellation of Uber Vouchers.** After Agency creates a Program, Agency may only: (a) update a Program to make such Program's restrictions and/or value more permissive if the Uber Voucher has not yet been distributed to Voucher Recipients; or (b) cancel a Program in its entirety, in which case Agency shall immediately notify all Voucher Recipients that (i) such Program is canceled, and (ii) Agency, and not Uber, decided to cancel the Program. Any such notification shall be subject to Uber's prior written approval. Agency acknowledges and agrees that if Agency modifies or cancels a Program: (a) Agency remains financially responsible to Voucher Recipients who received an Uber Voucher from Agency, whether or not the Voucher Recipient used such Uber Voucher before Agency modified or canceled the Program; and (b) that if an individual is unable to use an Uber Voucher for any such modified or canceled Program, Uber will direct such individual to contact Agency about any modification or cancellation issues. Notwithstanding anything to the contrary, Agency acknowledges and agrees that in no event will Uber be liable to: (a) Voucher Recipients who received an Uber Voucher, but were not able to use such Uber Voucher following Agency's modifications to or cancellation of the Program by Agency, or (b) Agency for Uber's non-fulfillment of the Uber Voucher as a result of a modifications to or cancellation of the Program by Agency.

#### 4.5. Marketing and Messaging Related to Uber Vouchers.

**4.5.1. Marketing Guidelines.** At all times during the Term, Agency shall follow the marketing guidelines available at <https://developer.uber.com/docs/riders/guides/design-guidelines>, which Uber may update from time to time in its discretion, and any other marketing guidelines the parties have agreed to that the parties have agreed to.

**4.5.2. Agency Delivery of Uber Vouchers to Voucher Recipients.** In the event Agency is delivering Uber Vouchers to Voucher Recipients, Uber will deliver Uber Vouchers to Agency in the form of code links, that Agency may deliver to Voucher Recipients via email or, if Agency has obtained legally-adequate consents under the Telephone Consumer Protection Act (“TCPA”), short message service (“SMS”) message. In the event that Agency delivers such Uber Vouchers via email, Agency shall ensure that it is the sole sender of the email as defined by the CAN-SPAM Act and that Uber does not appear as the sender of such email. In the event that Agency delivers any Uber Vouchers via SMS message, Agency shall ensure that it has affirmative legally-adequate written consent from all Voucher Recipients to send them such messages and will make clear in all such messages that they are being sent by Agency (as opposed to Uber). Agency shall not deliver or attempt to deliver any Uber Vouchers through a public-facing or accessible website/page or via social media.

**4.5.3. Uber Vouchers Disclaimer.** Agency shall ensure that any delivery or distribution by Agency of an Uber Voucher to a Voucher Recipient, or any communication related thereto, shall include a prominent disclaimer notifying the Voucher Recipient that: (a) such Uber Voucher may only be redeemed for specific types of rides requested via Uber’s mobile application; (b) such Uber Voucher is subject to a specific, defined expiration date; (c) such Uber Voucher is subject to specific, defined geographic restrictions; (d) such Uber Voucher is subject to a specific, defined maximum Redemption Value; (e) such Uber Voucher cannot be redeemed for goods or services outside of the Uber App; (f) once redeemed by a Voucher Recipient, any Uber Voucher value is not transferable to other Uber accounts, users or products; (g) Voucher Recipient and Agency will not receive any value or credit for any unused portions of such Uber Voucher; and (h) such Uber Voucher has no cash value and may not be redeemed for cash, except as required by law. The following is a pre-approved disclaimer for use with a Single Code: “Limited Availability. No cash value. One-time use only. Maximum discount of \$[#] per redemption. Maximum of [#] [trips] per account. To redeem discount, Uber Voucher code [INSERT LINK] must be applied to Payment section of the Uber App prior to requesting the intended [trip]. Uber Voucher valid [DATE], [TIME], through [DATE], [TIME] [or, if applicable: Uber Voucher valid between [TIME] and [TIME] on [DATE]]. Uber Voucher expires [DATE] at [TIME]. Uber Voucher is only valid for trips placed using [add any vehicle or other restrictions as applicable]. Taxes and other fees will be covered provided that the value of the Uber Voucher is greater than the total order amount. Offer is non-transferable, subject to change or cancellation. Issues involving redemption and/or use of the Uber Voucher code should be directed to [YOUR AGENCY NAME] at [INSERT YOUR AGENCY CONTACT INFO].” Agency shall add at the beginning of the above pre-approved disclaimer paragraph the following for use with an Individualized Code: “Limited to one code per person. Can only be used by the first person who redeems the code. Non-transferable.”

#### 4.6. Uber Account Required.

**4.6.1. Active Uber Account Required.** Agency acknowledges and agrees that before a proposed individual Voucher Recipient can utilize an Uber Voucher pursuant to this Product Addendum, such proposed Voucher Recipient must have an active Uber Account to activate such Uber Voucher.

**4.6.2. Restrictions.** In addition to the restrictions set forth in Section 4 of the Agreement, Agency shall not, and shall not authorize others to modify or alter any Uber Voucher as created pursuant to this Product Addendum.

#### 5. Uber Voucher Usage.

**5.1.** Uber Vouchers must be used by the recipient for personal use and cannot be resold by the recipient. Any additional marketing or advertising of the voucher by the recipient must comply with the terms of this Agreement.

**5.2.** Agency is responsible for lost, stolen, or misused Uber Vouchers unless otherwise required by law.

**5.3.** Uber reserves the right to close or suspend Agency’s Corporate Account, or any Voucher Recipient’s Uber Account, adjust balances and/or request alternative forms of payment if Uber determines, in its sole discretion, that any Uber Voucher issued hereunder is or has been fraudulently obtained or used.

**5.4.** Uber may cease offering the Uber Vouchers product at any time and for any reason.

#### 6. Intellectual Property.

**6.1. Use of Uber Marks; Guidelines.** Any use by the Agency of Uber Marks hereunder shall be subject to Uber’s prior written approval, which shall be deemed granted with respect to such uses compliant with the Design Guidelines. Agency will comply with the

Design Guidelines, including without limitation, all additional directions given by Uber to Agency as to the content, colors, size, “look and feel” and other elements of any and all representations of Uber’s Marks.

**6.2. Inspection of Records.** During the Term, Uber may request in writing that Agency provide to Uber all of Agency’s relevant records, marketing materials, and communications (including but not limited to, email and SMS messages that Agency, any of its Affiliates, or any other third party sent to Voucher Recipients in connection with an Uber Voucher) that include the Uber Trademark (collectively, the “Records”). Agency shall provide the Records to Uber within thirty (30) calendar days of Uber’s request for any such Records. In the event Uber, in its sole discretion, determines the Agency has not met its obligations with respect to the Uber Trademark as set forth in this Product Addendum, then Uber may terminate this Product Addendum and take any additional measures afforded to it by law or under the Agreement. Agency shall preserve, and shall cause all of its Affiliates to preserve, all of the aforesaid Records for a period of at least two (2) years from the termination or expiration of this Product Addendum.

**7. Warranties.** In addition to the warranties set forth in the Agreement, Agency represents and warrants that: (a) Agency shall comply with all applicable laws and regulations applicable to the performance of its obligations hereunder; (b) as it relates to Agency’s activities involving the Uber Vouchers, including but not limited to the Programs, and the marketing, promotion, and any other forms of communication regarding the Uber Vouchers, Agency will (i) comply with the Design Guidelines, the Uber Voucher Marketing Guidelines, Community Guidelines, and all applicable law (including, without limitation, CAN-SPAM and TCPA); and (ii) ensure that any such marketing, promotion, or other form of communications does not harm the goodwill or reputation of Uber; (c) Agency is responsible for the full cost of all Uber Vouchers used, whether or not used as intended by Voucher Recipients or others; (d) if Agency modifies or cancels a Program, Agency remains responsible for the full cost of all Uber Vouchers distributed, whether or not used by Voucher Recipients; and (e) Agency will inform and obtain all necessary rights, permission, and legally-adequate consent from Voucher Recipients: (i) to receive SMS messages and other communications from Uber in connection with Uber Vouchers and the Uber Service; and (ii) for Uber to provide Agency with detailed trip information, including real-time trip status, for any trips such Voucher Recipient takes using the Uber Voucher created by Agency.

## **8. Privacy and Security.**

**8.1. Definitions.** “Agency Personal Data” means information provided by the Agency to Uber in connection with the Agreement relating to an identified individual, excluding any such information provided to Uber or any of its Affiliates by a Voucher Recipient.

**8.2. Roles of Parties.** Each party is an independent controller of the Agency Personal Data and the Uber Personal Data. Agency will provide Agency Personal Data to Uber, for the provision of services as described in this Product Addendum. Agency will only process Uber Personal Data for administrative purposes, to manage access control and for activity review purposes.

**8.3. Lawfulness.** Agency agrees to inform, and have an applicable legal basis to process personal data, and, where necessary, obtain consent from each Voucher Recipient: (a) to provide the Voucher Recipient’s personal data to Uber; (b) for Uber to provide Agency with detailed information on, and real-time trip status of, the rides or meals charged to Agency’s Corporate Account; and (c) to receive SMS messages and emails from Uber, and for Uber to otherwise contact each Voucher Recipient for the purpose of providing the Uber Service or to provide any communications pursuant to the Agreement.

### **8.4. Data Restrictions.**

**8.4.1. Agency Restrictions.** Agency agrees that it will use (or authorize the use of) Uber Personal Data and the Dashboard solely for legitimate business purposes, and will limit access to Uber Personal Data and the Dashboard solely to Agency’s personnel who have a legitimate business need to access such Uber Personal Data and the Dashboard. Agency will not disclose Uber Personal Data to any third parties unless expressly authorized in writing by Uber, and who are in each case bound by privacy and security obligations regarding Uber Personal Data at least as restrictive as those contained herein.

**8.4.2. Uber Restrictions.** Uber agrees that Uber shall only use or disclose Agency Personal Data for the purposes described in this Agreement.

**8.5. Compliance with Data Protection Laws.** Each party shall comply with the obligations applicable to it under the Data Protection Laws with respect to the processing of personal data.

**8.6. Public Records Laws.** Uber acknowledges that Agency may be subject to public records disclosure laws. Agency agrees to make diligent efforts to limit disclosure pursuant to any available bases stated in [STATE FOIA LAW] or other applicable law, to notify Uber of such disclosure requirements at least five (5) days before disclosure, and to allow Uber reasonable opportunity to object to production. If Agency determines the material is not exempt from public disclosure law, Agency will notify Uber of the request and allow Uber twenty (20) business days to take whatever action it deems necessary to protect its interests. If Uber does not take any such action within said period, Agency may release the portions of record(s) deemed by Agency to be subject to disclosure. If Agency is required to

release Uber’s Confidential Information, it agrees to use any available authorities to redact personal or business Confidential Information from such records to the extent permissible by applicable law and final judgment.

**8.7. Nonpublic Information.** If Agency mistakenly, inadvertently or inappropriately obtains access to any personal data related to an Uber Voucher or the Uber Services utilized by a rider or other Uber user in connection with this Product Addendum, Agency shall immediately notify and return it to Uber (and shall cause its Representatives to do the same). Agency shall not (i) copy, duplicate or otherwise reproduce or retain any portion of any personal data in any form or manner whatsoever, nor permit any of its Representatives to do so, nor (ii) enhance any database or any other files or other media by using any personal data.

**9. Indemnification.**

**9.1.** In addition to Agency’s indemnity obligations under the Agreement, Agency will also indemnify, defend and hold harmless Uber, its Affiliates, and its and their respective directors, officers, employees, consultants, agents, successors, and assigns from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable outside attorney fees) with respect to any third party claim, suit, action, or proceeding arising out of or related to the Programs and Agency’s use and distribution of Uber Vouchers including but not limited to Agency’s marketing, advertising, promoting, communicating, or delivering any such Uber Voucher to Voucher Recipients in any manner in any media. For avoidance of doubt, in the event that Voucher Recipients are unable to redeem an Uber Voucher because the funds attributable to such Uber Voucher have already been used, Agency shall indemnify Uber for any claims made by such Voucher Recipients.

**9.2.** Uber shall provide prompt notice to the Agency of any potential claim subject to indemnification hereunder. Agency will assume the defense of the claim through counsel designated by it and reasonably acceptable to Uber. Agency will not settle or compromise any claim, or consent to the entry of any judgment, without written consent of Uber, which will not be unreasonably withheld. Uber will reasonably cooperate with the Agency in the defense of a claim, at the Agency’s expense.

**10. Use of Agency Logo.** Agency hereby grants to Uber the right to use Agency’s Marks, subject to Section 7.1 of the Agreement, in the Uber App, push notifications, emails, and SMS messages to help Voucher Recipients identify Uber Vouchers created by Agency.

**11. Effect of Termination.** Accrued and outstanding payment obligations, Sections 1, 3, 7 – 10 shall survive the expiration or termination of the Agreement.

An authorized representative of each party has caused this Product Addendum to be duly executed as of the Product Addendum Effective Date.

**UBER TECHNOLOGIES, INC.**

**[COUNTERPARTY NAME]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit 1**  
**Scope of work**  
**Dashboard Access Agreement**

Program Details	
<b>Name of program</b>	
<b>Location of services</b>	
<b>Background/purpose</b>	<p><i>What prompted this project?</i></p> <p><i>What is your vision for it?</i></p> <p><i>What does success look like?</i></p>
<b>Scope/objective</b>	<p><i>What problem are we trying to solve?</i></p> <p><i>What are the requirements?</i></p> <p><i>What other third-party partners or software providers will participate in the program?</i></p>
<b>Target audience/special eligibility requirements</b>	
<b>Program budget</b>	<p>Monthly budget: <i>(Please provide an estimate so we can ensure enough credit)</i></p> <p>Annual budget:</p> <p>Contract budget:</p>
<b>Funding source</b>	<p><input type="checkbox"/> Federal: _____</p> <p><input type="checkbox"/> State: _____</p> <p><input type="checkbox"/> Local: _____</p> <p><input type="checkbox"/> Other: _____</p>
Deliverables	



<b>Program start date</b>	
<b>Period of performance</b>	<i>Contract term(s)</i>
<b>Products</b>	<input type="checkbox"/> Uber Vouchers  <input type="checkbox"/> Uber Central
<b>Vehicles</b>	<input type="checkbox"/> Uber X  <input type="checkbox"/> Uber Green  <input type="checkbox"/> Uber Comfort  <input type="checkbox"/> Other: _____
<b>Geographic restrictions</b>	<i>Please note for all geographic restrictions the agency should be prepared to provide Uber with a shapefile in KML or GeoJSON format.</i>
<b>Days of operation</b>	<i>Monday - Friday</i>
<b>Hours of operation</b>	<i>9:30 AM - 11:30 PM</i>
<b>Agency subsidy level per trip</b>	<i>What is the subsidy amount the agency is offering, for example, up to \$15 per trip.</i>
<b>Rider fare</b>	<i>If the rider should be responsible for an upfront fare, please define that fare structure here,</i>
<b>Subsidy allowance per person</b>	<i>Is there a usage cap, for example, 10 Uber Vouchers per month?</i>
<b>Program distribution</b>	<input type="checkbox"/> Uber email  <input type="checkbox"/> Uber blog post  <input type="checkbox"/> Other: _____ <i>(Uber CRM campaign, for high value/strategic opportunities only)</i>

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**Reporting**

<b>Data reporting</b>	<input type="checkbox"/> Unique trip ID  <input type="checkbox"/> Date/time  <input type="checkbox"/> Cost/fare  <input type="checkbox"/> Trip origin/destination  <input type="checkbox"/> Include lat/Long data  <input type="checkbox"/> Trip distance  <input type="checkbox"/> Trip duration  <input type="checkbox"/> Other: _____ <i>(special requirements per client's SOW)</i>
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**Billing**

<b>Billing method</b>	<input type="checkbox"/> Credit card  <input type="checkbox"/> ACH <i>(must meet \$2K monthly spend to activate)</i>
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**Special requirements**

<b>Special conditions</b>	<input type="checkbox"/> Include tip with subsidy  <input type="checkbox"/> Uber Central special requirements:  <input type="checkbox"/> Bulk Upload/Batch rides  <input type="checkbox"/> Round trips  <input type="checkbox"/> Recurring trips  <input type="checkbox"/> Multi-destination trips  <input type="checkbox"/> Flex trips  <input type="checkbox"/> Sales tax exempt ( <i>Must include supporting documentation, does not apply to Vouchers</i> )  <input type="checkbox"/> Other : _____ ( <i>special requirements per client's SOW</i> )  <i>Please note any special requirements (reporting format, delivery method, frequency), marketing support, cash collection, and service legal agreements here.</i>
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## Exhibit 2 Trademarks and Territory

### Uber Marks

<u>Trademark</u>	<u>Description</u>	<u>Territory</u>
UBER	Word mark	United States
	Rider Logo	United States

# Uber

## Agency Marks

<u>Trademark</u>	<u>Description</u>	<u>Territory</u>

[INSERT AGENCY MARKS HERE]

## City of Richmond - Insurance Requirements – Type 6(a): Transportation Providers

In all instances where a CONTRACTOR or its representatives will be conducting business and/or providing services, the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability and Automobile Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability and Automobile Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general and automobile liability, as well as a waiver of subrogation for Workers’ Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

- Minimum Scope of Insurance** – the following forms shall be provided and coverage shall be at least as broad as the following:
1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001) including coverage for bodily and personal injury, property damage, and products and completed operations.
  2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto)
  3. Original and Separate Additional Insured Endorsements for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
  4. Workers’ Compensation Insurance as required by the State of California including Employer’s Liability coverage.
  5. Original and Separate Waiver of Subrogation for Workers’ Compensation Insurance.

Minimum Limits	
Required Coverage	
Workers’ Compensation and Employers’ Liability	Statutory limits as required by the State of California including \$1 million Employers’ Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign “Contractor Release of Liability” found at: <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61" style="color: blue; text-decoration: underline;">http://www.ci.richmond.ca.us/index.aspx?nid=61</a> .

**City of Richmond - Insurance Requirements – Type 6(a):  
Transportation Providers**

<p>General Liability <i>(primary and excess limits combined)</i></p>	<p><b>\$2,000,000</b> per occurrence for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or <b>minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate).</b></p> <p>Policy shall also include coverage for liability arising out of the use and operation of any City-owned or City-furnished equipment used or operated by the CONTRACTOR, its personnel, agents or subcontractors.</p> <p>Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.</p>
<p>Automobile Liability</p>	<p><b>\$5,000,000</b> per occurrence for bodily injury and property damage.</p> <p>Policy shall be endorsed to name the City of Richmond as an additional insured.</p>
<b>Required Policy Conditions</b>	
<p>A. M. Best Rating</p>	<p>A:VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.</p>
<p>Additional Insured Endorsement</p>	<p>Applicable to General and Auto Liability Coverage.</p> <p>The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured, including but not limited to bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract.</p> <p><b><i>For general liability coverage, ISO form CG 20 10 (11/85) or its equivalent is required. The endorsement must not exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required. SAMPLE Endorsements can be found at <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a>.</i></b></p>
<p>Primary and Noncontributory</p>	<p>The contractor’s insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.</p>
<p>Waiver of Subrogation Endorsement Form</p>	<p>Contractor’s insurer will provide a Waiver of Subrogation in favor of the City for Workers Compensation coverage during the life of this contract. SAMPLE Endorsements can be found at <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a>.</p>
<p>Deductibles and Self-Insured Retentions</p>	<p>Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses.</p> <p>Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.</p>

**Umbrella/Excess Liability Policies**

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverages and cover those insured in the underlying policies.

<p style="text-align: center;"><b>City of Richmond - Insurance Requirements – Type 6(a): Transportation Providers</b></p>
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**Claims-Made Policies**

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

**Subcontractors**

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

**Verification of Coverage**

All original certificates and endorsements shall be received and approved by the City ***before work may begin***. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed, or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, Contractor must mail the original certificates and endorsements to Designated Project Manager once faxed.

**Continuous Coverage**

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

**Cancellation**

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

**Reporting Requirements**

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

**Consistent with Public Policy**

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.