

**Participating Addendum Number: OKSW0771**  
for  
**Rideshare and Transportation Solutions**  
**Administered by the Cooperative Council of Governments, Inc.**  
between  
**Uber Technologies, Inc.**  
and  
**State of Oklahoma by and through the Office of Management and Enterprise Services**  
**(OK SW Contract No. SW0771)**

This Participating Addendum is entered into by the State of Oklahoma by and through the Office of Management and Enterprise Services (“Participating Entity”) and the following Contractor (each a “Party” and collectively the “Parties”) for the purpose of participating in Equalis Group Master Agreement Number COG-2155B, executed by Contractor and the Lead Agency of CCOG (“Lead Agency”) for rideshare and transportation solutions (“Master Agreement”):

**Contractor Name:** Uber Technologies, Inc.  
**Contractor Address:** 1725 3<sup>rd</sup> Street  
San Francisco, CA 94158

**PARTICIPATING ADDENDUM CONTACTS:**

Contractor’s contact for this Participating Addendum is:

**Contact:** Sebastian Reszka  
**Title:** Sr. Government Account Executive  
**Email:** sebastian.reszka@uber.com  
**Phone Number:** +1 (630) 204-419

Participating Entity’s contact for this Participating Addendum is:

**Contact:** Asha Parks  
**Title:** Category Manager  
**Email:** Asha.Parks@omes.ok.gov  
**Phone Number:** +1 (405) 521-6674

- I. **TERM.** This Participating Addendum is effective as of the date of the last signature below or, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- II. **PARTICIPATION AND USAGE.** This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity’s use of this Participating Addendum is not authorized, Contractor will notify Equalis Group to initiate outreach to the appropriate parties.
- III. **GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity’s laws.
- IV. **SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.
  - a. **Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
  - b. **Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.



- c. **Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor’s Equalis Group webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor’s subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum.

**Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.** The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor’s participating addenda with other participating entities or Contractor’s Master Agreement with the Lead State.

- V. **ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number, a Statewide contract number on an Order.

Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to Equalis Group and Participating Entity.

**VI. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.**

- a. See Attachment A; Oklahoma Statewide contracting Terms.

- VII. **FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

**VIII. ATTACHMENTS.** This Participating Addendum includes the following attachments:

- a. **Attachment A:** Oklahoma Statewide contracting Terms
- b. **Attachment B:** Uber Government Dashboard Access Agreement.
- c. In the event of any conflict, inconsistency, or ambiguity between the terms and provisions of Attachment A and Attachment B, the terms and provisions of Attachment A shall govern and take precedence. The parties agree that Attachment A supersedes any conflicting provisions in Attachment B, unless expressly stated otherwise in writing.

**IX. NOTICE.** Any notice required herein shall be sent to the following:

For Contractor:

**Contact:** Sebastian Reszka  
**Title:** Sr.Government Account Executive  
**Email:** sebastian.reszka@uber.com  
**Phone Number:** +1 (630) 204-419

For Participating Entity:

**Contact:** Asha Parks  
**Title:** Category Manager  
**Email:** Asha.Parks@omes.ok.gov  
**Phone Number:** +1 (405) 521-6674



- X. SUBMISSION OF PARTICIPATING ADDENDUM TO EQUALIS GROUP.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to Equalis Group at [KGullett@EqualisGroup.org](mailto:KGullett@EqualisGroup.org). The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the Equalis Group website.

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**SIGNATURE**

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

**Uber Technologies, Inc.:**

*Josh Butler*  
Josh Butler (Aug 7, 2025 12:04:52 EDT)

**Signature:**

Josh Butler

**Printed Name:**

JOSH BUTLER

**Title:**

Aug 7, 2025

**Date:**

**State of Oklahoma** by and through the **Office of Management and Enterprise Services:**

*Amanda L. Otis*  
Amanda Otis (Aug 7, 2025 11:07:37 CDT)

**Signature:**

Amanda Otis

**Printed Name:**

State Purchasing Director

**Title:**

Aug 7, 2025

**Date:**



# Attachment A

## OKLAHOMA SPECIFIC TERMS AND CONDITIONS

The terms and conditions of this Participating Addendum (“PA”) are agreed to only to the extent that the terms do not conflict with applicable Oklahoma law. In the event of conflict among the terms and conditions, the Participating Addendum shall take precedence.

**1. Definitions: The parties agree that, when used in the Agreement, the following terms are defined as set forth below:**

**A. Acquisition**

The term (“Acquisition”) means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act.

**B. Contract Document**

The term (“Contract Document”) means this Agreement, any statement of work, work order, or other similar ordering document related hereto and executed by the Vendor and the State of Oklahoma, as applicable; any purchase order related hereto; other mutually agreed documents; and any Addendum to any of the foregoing.

**C. Purchasing Entity**

The term (“Purchasing Entity”) shall include the State of Oklahoma (the “State”) and (a) any board, commission, committee, department or other instrumentality or entity designated to act on behalf of the State of Oklahoma or a political subdivision thereof; (b) any governmental entity specified as a political subdivision of the State of Oklahoma pursuant to the Governmental Tort Claims Act, including, without limitation, (i) any associated institution, instrumentality, board, commission, committee department, or other entity designated to act on behalf of the political subdivision; and (ii) a county or local governmental entity; and (c) entities authorized to utilize contracts awarded by the State of Oklahoma via a multistate or multi-governmental contract.

**2. Limitation of Authority**



With respect to procurement transactions for Customers, Vendor shall have no authority to act for or on behalf of Customers or the State of Oklahoma, except as expressly provided for in this Agreement; no other authority, power or use is granted or implied. Vendor may not incur any debts, obligations, expenses or liabilities of any kind on behalf of Customers or the State of Oklahoma.

**3. Contract Management Fee and Usage Report**

**A.** Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions under a statewide contract. The payment of such fee will be calculated for all transactions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier’s billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days’ written notice to Supplier.

**B.** While Supplier is the awardee of a statewide contract, transactions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

All Contract Usage Reports shall meet the following criteria:

- i. Supplier shall electronically submit a monthly report in Microsoft Excel format to [strategic.sourcing@omes.ok.gov](mailto:strategic.sourcing@omes.ok.gov).
- ii. Each report must be submitted no later than forty-five (45) calendar days following the end of the reporting month.
- iii. These reports are necessary for the preparation of the State’s quarterly report and must, at a minimum, include all data fields mutually agreed upon by the Supplier and the State.
- iv. While use of the State’s quarterly report template is not required, the Supplier’s submission must contain all required information in a clear and organized format.

**C.** Payment of the contract management fee shall be delivered to the address below, or by setting up ACH. Payments must be received within forty-five (45) calendar days after the end of each



quarterly reporting period.

Office of Management and Enterprise Services  
P.O. Box 278984  
Oklahoma City, Oklahoma 73124-8984

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

#### **4. Pricing**

- A.** Pursuant to 68 O.S. § 1404, 68 O.S. § 1352, and 68 O.S. § 1356, Customers under the Contract that are Oklahoma state agencies are exempt from the assessment of State sales, use, and excise taxes. Further, such Customers and Customers that are political subdivisions of the State of Oklahoma are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Customers will provide Vendor with a tax exemption certificate upon request. Any taxes of any nature whatsoever payable by the Vendor shall not be reimbursed by the Customer.
- B.** Pursuant to Okla. Stat. tit. 74, § 85.40, Oklahoma Purchasing Entities shall not pay Contractor any travel expenses in addition to the total price of the products and/or services purchased; therefore, Contractor shall not include in billing statement Oklahoma-based Purchasing Entities for any travel expenses in addition to the total price of the products and/or services purchased hereunder.

#### **5. Invoices and Payment**

As applicable, the Parties shall comply with applicable Oklahoma law with respect to invoicing and making payments hereunder. Payments for goods and services are generally due thirty (30) days after receipt of a proper invoice (or billing statement) ; provided, however, Contractor acknowledges and agrees that payment received in accordance with applicable Oklahoma law allowing forty-five (45) days to pay Contractor shall not constitute default hereunder nor entitle Contractor to late payment fees or interest. Any applicable late fees or interest incurred after forty-five (45) days of nonpayment shall be paid only in accordance with Oklahoma law.

Contractor shall be paid upon submission of a proper invoice(s) (or billing statement) at the prices stipulated in the Agreement in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted

The following terms additionally apply:

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- A.** An invoice (or billing statement) shall contain the Purchase Order number, total amount owed, and payment instructions. Purchasing Entity may review the Contract Usage Report for further breakdown of amounts owed.
  - B.** Failure to provide a timely and proper invoice (or billing statement) may result in delay of processing the invoice (or billing statement) for payment. Proper invoice is defined at OAC 260:10-1-2. The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice (or billing statement).
  - C.** If an overpayment or underpayment has been made to Contractor any subsequent payments to Contractor under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Contractor.
  - D.** If the Contractor accepts payment by purchase card, they shall do so according to Oklahoma law.

**6. Termination for Funding Insufficiency**

- A.** With respect to all Oklahoma-based transactions and all Oklahoma-based Purchasing Entities, Participating State or a Purchasing Entity may terminate any Contract Document if funds sufficient to pay its obligations under the Participating Addendum are not appropriated by the applicable state legislature, federal government or other appropriate government entity or received from an intended third-party funding source. In the event of such insufficiency, Participating State or the Purchasing Entity shall provide thirty (30) calendar days' written notice of intent to terminate. Any partial termination of the Agreement or of a Contract Document under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Agreement or a Contract Document that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Contractor.
- B.** Upon receipt of notice of a termination, Contractor shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a Purchase Order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Agreement or for any damages or other amounts caused by or associated with such termination. Any amount paid to Contractor in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.
- C.** In the event of termination of an order as provided in the foregoing, Participating State or Purchasing Entity shall not be considered to be in default or breach under the Participating Addendum nor under the Master Agreement, nor shall it be liable for any further payments ordinarily due under, with respect to, related to, or arising out of such order, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

## **7. Termination for Convenience**

- A.** Participating State or a Purchasing Entity may terminate a Contract Document, in whole or in part, for convenience if it is determined that termination is in the state's best interest. This includes any orders placed off the Contract. In the event of a termination for convenience, Contractor will be provided at least thirty (30) days' written notice of termination. Any partial termination of a Contract Document shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract Document that remain in effect.
  
- B.** Upon receipt of notice of such termination, Contractor shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a Purchase Order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract Document or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Contractor in the form of prepaid fees that are unused when the Contract Document or certain obligations are terminated shall be refunded. Termination of the Contract Document under this section, in whole or in part, shall not relieve the Contractor of liability for claims arising under the Contract Document.

## **8. Suspension of Contractor**

- A.** Contractor may be subject to Suspension without advance notice and may additionally be suspended from activities under the Agreement if Contractor fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Contractor's performance or obligations under the Agreement.
  
- B.** Upon receipt of a notice pursuant to this section, Contractor shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a Purchase Order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Contractor, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Agreement during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Contractor in the form of prepaid fees attributable to a period of suspension or suspended activity shall be refunded.



- C. Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Agreement or at such time as a Purchase Order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such a resumption will occur.

**9. Certification Regarding State Employees Prohibition From Fulfilling Services**

Pursuant to 74 O.S. § 85.42, the Contractor certifies that no person involved in any manner in development of the Agreement employed by the State shall be employed to fulfill any services provided under the Agreement.

**10. Notices**

If a party is to give notice under the Participating Addendum, all notices to the State of Oklahoma shall be address as follows:

**If sent to the State of Oklahoma:**

State Purchasing Director  
2401 N. Lincoln Blvd., Second Floor  
Oklahoma City, Oklahoma 73105

**With a copy to:**

OMES Legal  
2401 N. Lincoln Blvd.  
Oklahoma City, Oklahoma 73105

**11. Choice of Law**

Any claim, dispute, or litigation relating to the execution, interpretation, performance, or enforcement of the Contract Documents shall be governed by the laws of the State of Oklahoma without regard to application of choice of law principles. . The State expressly declines any terms that minimize its rights under Oklahoma Law, including but not limited to, statutes of limitations.

**12. Choice of Venue**

Venue for any action, claim, dispute, or litigation relating in any way to the execution, interpretation, performance, or enforcement of the Agreement, or any of the Contract Documents, shall be in Oklahoma County, Oklahoma. Further, notwithstanding any provision in the Agreement, the State does not waive the doctrine of sovereign immunity and immunity from suit

to the extent authorized by the Constitution and laws of the State of Oklahoma nor any other right or defense available to the State.

### **13. Conflict of Interest**

In addition to any requirement of law or through a professional code of ethics or conduct, the Vendor, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Further, as long as the Vendor has an obligation under the Agreement, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State.

### **14. Force Majeure**

Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. In the event that a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable. Subject to the conditions set forth above, such non-performance shall not be deemed a default. However, a Purchasing Entity may terminate a purchase order if Vendor cannot cause delivery of Products or Services in a timely manner to meet the business needs of the Purchasing Entity.

### **15. Invalid Term or Condition**

To the extent any term or condition in the Participating Addendum conflicts with an applicable Oklahoma and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, Purchasing Entity makes no representation or warranty regarding the enforceability of such term or condition and Purchasing Entity does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the Contract term or condition.

### **16. Audits and Records Clause**

Pursuant to 74 O.S., §85.41, if professional services are provided hereunder, all items of the Contractor that relate to the professional services are subject to examination by the Purchasing Entity, State Auditor and Inspector and the State Purchasing Director. The parties agree and acknowledge that as long as the Contractor does not provide any professional services under the Contract then this clause will not apply.

### **17. Compliance with Applicable Laws**

- A.** As long as Vendor has an obligation under the terms of the Contract and in connection with performance of its obligations, the Vendor shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended.
- B.** The Vendor shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- C.** As applicable, Vendor agrees to comply with Governor’s Executive Order 2012-01, effective August 06, 2012, which prohibits the use of any tobacco product on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.

**18. Employment Relationship**

The Addendum does not create an employment relationship. Individuals performing Services required by the Addendum are not employees of the Purchasing Entity. The Vendor’s employees shall not be considered employees of the Purchasing Entity for any purpose, and accordingly shall not be eligible for rights or benefits accruing to such employees.

**19. Publicity**

Vendor acknowledges and agrees that the existence of the Contract or any Acquisition thereunder is not in any way an endorsement by the Purchasing Entity, the Products or the Services and shall not be so construed by Vendor in any advertising or publicity materials. Vendor agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Participating Addendum wherein the name of the Purchasing Entity is mentioned, or language used from which the connection of the Purchasing Entity therewith may, in the State’s judgment, be inferred or implied as an endorsement. Vendor further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices without obtaining the prior written approval of the State.

**20. Open Records Act**

Contractor acknowledges that Purchasing Entity are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 et seq. Contractor also acknowledges that such Purchasing Entity will comply with the Oklahoma Open Records Act and with all opinions of the Oklahoma Attorney General concerning this Act. Except for a provision of the Agreement specifically designated as confidential in a writing executed by both parties or a provision protected from disclosure—such as financial information and proprietary information--in the Open Records Act, no Agreement provision is confidential information and, therefore, any provision is subject to disclosure under the Open Records Act.



Nothing herein is intended to waive the State Purchasing Director’s authority under OAC 260:115-3-9 or 74 O.S., § 85.5(J)(9) in connection with a bid or similar offer that is requested to be held confidential by a Contractor. Notwithstanding the foregoing, Contractor Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Agreement; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Agreement and without other obligations of confidentiality; (iii) is independently developed without the use of any of Contractor Confidential Information; or (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure.

In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Contractor Confidential Information, provided that the Participating Entity provides reasonable written notice, pursuant to Contract notice provisions, to the Contractor so that the Contractor may promptly seek a protective order or other appropriate remedy.

**21. Confidentiality**

- A.** The Vendor shall maintain strict security of all State data and records entrusted to it or to which the Vendor gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as needed by Vendor for performance of its obligations under the Contract. The Vendor further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. If Vendor utilizes a subcontractor, Vendor shall obtain specific written assurance, and provide a copy to the State, that the subcontractor shall maintain this same level of security of all data and records entrusted to or accessed by the subcontractor and agree to the same obligations as Vendor, to the extent applicable. Such written assurance may be set forth in the required subcontractor agreement referenced herein.
- B.** No State data or records shall be provided, or the contents thereof, disclosed to a third party unless specifically authorized in advance to do so in writing by the State Purchasing Director, the individual with administrative control over a Customer or in compliance with a valid court order. The Vendor shall immediately forward to the State and the State Purchasing Director any request by a third party for data or records in the possession of the Vendor or any subcontractor or to which the Vendor or subcontractor has access and Vendor shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

**22. Assignment and Permitted Subcontractors**

- A.** Vendor’s obligations under the Addendum may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State’s sole discretion. Should Vendor assign its rights to payment, in whole or in part, under the Addendum, Vendor shall provide the State of Oklahoma with written notice of

the assignment. Such written notice shall contain details sufficient for the Participating Entity to perform its payment obligations without any delay caused by the assignment.

- B.** If the Vendor is permitted to utilize subcontractors in support of the Addendum, the Vendor shall remain solely responsible for its obligations under the terms of the Addendum and for its actions and omissions and those of its agents, employees and subcontractors. Any proposed subcontractor shall be identified by entity name, and by employee name if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Vendor, the Vendor shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Vendor. Such approval is within the sole discretion of the State. As part of the approval request, the Vendor shall provide written confirmation that such subcontractor shall agree to any applicable terms of the Contract Documents, including compliance with applicable law. Vendor agrees that maintaining such agreement with any subcontractor and obtaining prior approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State of Oklahoma further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.
- C.** All payments under the Addendum shall be made directly to the Vendor, except as provided in Section A above regarding the Vendor's assignment of payment. No payment shall be made to the Vendor for performance by unapproved or disapproved employees of the Vendor or a subcontractor.

**23. Failure to Enforce**

Failure by the State or a Customer, as applicable, at any time to enforce a provision of, or exercise a right under, the Addendum shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Addendum at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Addendum.

**24. Mutual Responsibilities of the Parties**

- A.** Neither the State nor the Vendor grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Addendum is a non-exclusive contract, and each party is free to enter into similar agreements with others.



- C.** The Customer and Vendor each grant the other only the licenses and rights specified in the Addendum and all other rights and interests are expressly reserved.
- D.** The State and Vendor shall reasonably cooperate with each other and any vendor to which Products and/or Services under the Contract may be transitioned after termination or expiration of the Addendum.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by either Customer, the State or the Vendor is required under the Addendum, such action shall not be unreasonably delayed or withheld.

**25. Indemnification**

**A. State Shall Not Indemnify**

The State of Oklahoma cannot lawfully agree to indemnify a private contractor pursuant to Oklahoma Constitution Article 10, Section 23 and Attorney General Opinion 2006-11. The credit of the State shall not be given, pledged, or loaned to any individual, company, corporation, or association, municipality, or political subdivision of the State pursuant to Oklahoma Constitution Article 10, Section 15, OAC 260:115-7-32(k)(3)(A) and Attorney General Opinion 2012-18.

**B. Coordination of Defense**

IN CONNECTION WITH INDEMNIFICATION OF A PURCHASING ENTITY WHEN AN OKLAHOMA STATE AGENCY IS A NAMED DEFENDANT IN ANY LAWSUIT, THE DEFENSE OF THE OKLAHOMA STATE AGENCY SHALL BE COORDINATED BY THE ATTORNEY GENERAL OF OKLAHOMA. THE ATTORNEY GENERAL OF OKLAHOMA MAY, BUT HAS NO OBLIGATION TO, AUTHORIZE CONTRACTOR TO CONTROL THE DEFENSE AND ANY RELATED SETTLEMENT NEGOTIATIONS; PROVIDED, HOWEVER, THAT, IN SUCH EVENT, CONTRACTOR SHALL NOT AGREE TO ANY SETTLEMENT OF CLAIMS AGAINST THE STATE OF OKLAHOMA WITHOUT FIRST OBTAINING A CONCURRENCE FROM THE ATTORNEY GENERAL OF OKLAHOMA. IF THE ATTORNEY GENERAL OF OKLAHOMA DOES NOT AUTHORIZE SOLE CONTROL OF THE DEFENSE AND SETTLEMENT NEGOTIATIONS FOR CONTRACTOR, CONTRACTOR SHALL BE GRANTED AUTHORIZATION TO EQUALLY PARTICIPATE IN ANY PROCEEDING RELATED TO THIS SECTION; PROVIDED, HOWEVER, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CONTRACTOR SHALL CONTINUE TO BE OBLIGATED TO INDEMNIFY THE PARTICIPATING ENTITY AND, TO THE EXTENT APPLICABLE, ANY AND ALL PURCHASING ENTITIES, IN ACCORDANCE WITH AND TO THE EXTENT CONTRACTOR PROVIDES SUCH INDEMNITY UNDER THIS MASTER AGREEMENT

**26. Miscellaneous**

**A. Severability**

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect.

**B. Section Headings**

The headings used in any Contract Document are intended for convenience only and do not constitute terms of the contract.

**C. Sovereign Immunity**

Notwithstanding any provision of any Contract Document, the State does not waive its sovereign immunity or immunity from suit.

**D. Survival**

As applicable, performance under all license, subscription, service agreements and other similar Contract Documents entered into between Vendor and any Customer under the terms of the Contract shall survive expiration or termination of the contract. Additionally, rights and obligations under the Addendum which by their nature should survive including, but not limited to, payment obligations in a billing statement prior to expiration or termination; confidentiality obligations and indemnification remain in effect after expiration or termination of the contract.

**E. Entire Agreement**

The Contract Documents taken together as a whole constitute the entire agreement between a Customer and Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid.

**24. Compliance and Electronic and Information Technology Accessibility**

Contractor shall comply with federal and State laws, rules and regulations related to information technology accessibility, as applicable and shall provide a Voluntary Product Accessibility Template (“VPAT”) describing such compliance, which may be provided via a URL linking to the VPAT.

**25. Offshore Services**

Contractor shall not store or transmit outside of the United States of America any data belong to such Purchasing Entity without the prior written approval of the Participating State/Entity, which approval may be given or withheld at the sole and absolute discretion of the Participating State/Entity. Notwithstanding, this section shall not prohibit Contractor from providing any related administration, support services, product development and testing, IT support tasks, and system monitoring available from its global locations outside of the United States.

**26. Scope and Contract Renewal**

Contractor understands that Contractor registration expires annually and, pursuant to OAC 260:115-3-3, Contractor shall maintain its Contractor registration with the State as a precondition to a renewal of the Contract.

**27. Modification of Addendum Terms and Contract Documents**

- A.** This Participating Addendum may only be modified, amended, or expanded by an amendment. Any change to the Contract Documents, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Contractor, is a material breach of the Agreement. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Agreement modification, shall be void and without effect and the Contractor shall not be entitled to any claim under the Agreement based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Agreement.
- B.** Any additional terms on an ordering document provided by Contractor are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Contractor or by a Participating Entity other than OMES in connection with an Acquisition.
- C.** Unless mutually agreed to in writing by the State of Oklahoma by and through the Office of Management and Enterprise Services, no Contract Document or other terms and conditions or clauses, including via a hyperlink or uniform resource locator, shall supersede or conflict with the terms of this Agreement or expand the State's or Participating Entity's liability or reduce the rights of Participating Entity or the State.

## UBER FOR BUSINESS DASHBOARD ACCESS AGREEMENT

This Uber for Business 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 1725 3rd Street, San Francisco, CA 94158 (“**Uber**”) and the entity listed below (“**Company**”).

### Company Information:

Company Name:	
Company Address:	
Company Contact Name:	
Company Contact Email:	

The parties agree as follows:

This Agreement sets forth the terms and conditions under which Company may establish an Uber for Business corporate account (“**Corporate Account**”), which Uber makes available to Company through the Dashboard in connection with one or more U4B Product, as set forth herein. Company’s access to and use of the Dashboard in connection with any U4B Product is subject to this Agreement and each applicable Product Addendum, as defined herein. Capitalized terms used but not otherwise defined in the Agreement shall have the respective 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 Company’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 Company has agreed to the U4B Travel Product Addendum or the Uber Eats Product Addendum.

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

“**Company User**” has the meaning ascribed to such term in the Uber Vouchers Product Addendum and/or the Uber Central Product Addendum, as may be the case. All references to “Company User(s)” in the Agreement shall apply only if Company 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 <https://www.uber.com/legal/en/document/?name=general-terms-of-use>, 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 websites that allow users to access and use Uber’s products and services, as may be updated by Uber from time to time.

“**Uber for Business**” means Uber’s suite of enterprise products, which allow business customers to access the Uber Services for business purposes.

“**Uber Personal Data**” means any information Uber provides to Company 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 Company 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) 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, Voucher Recipients, or Administrators (on behalf of Company Users), as may be the case, for transportation, logistics, food purchases and related food delivery, or other services obtained through the 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. **U4B Products; Incorporation.**

1. Company may elect to utilize one or more Uber for Business products made available by Uber (each, a “**U4B Product**”). Company may elect to utilize a U4B Product at any time during the Term, by executing a product addendum which includes the relevant additional U4B Product terms for each such U4B Product (in either instance, each a “**Product Addendum**”).
2. Company’s election to utilize a particular U4B Product neither obligates nor restricts Company from utilizing any other U4B Product. Any Product Addendum entered into by the parties is hereby expressly incorporated herein and constitutes part of this Agreement.

3. **Term and Termination.** The Agreement shall commence on the Effective Date and shall continue for a period of one (1) year thereafter, with automatic one-year renewals thereafter (collectively, the “**Term**”), unless terminated as provided herein. Either party may terminate the Agreement or any Product Addendum at any time without cause upon providing thirty (30) days’ written notice thereof 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 if the breach is not cured by the breaching party within thirty (30) days’ notice thereof by the non-breaching party, or (b) immediately upon notice to the other party in the event 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 that by their nature and context are intended to survive termination hereof will so survive, including, without limitation, all outstanding payment obligations and Section 12 of this Agreement.

## 4. **Account Administration.**

1. **Company Dashboard and Access to U4B Products.** Upon execution of the Agreement, Uber will establish Company’s Corporate Account that will enable Company to access Uber’s browser-based online dashboard for Uber for Business (“**Dashboard**”) during the Term, which includes access to each U4B Product that a Company has agreed to utilize through a Product Addendum. Uber’s contact with Company shall be by way of any individual representative designated by Company as an “administrator” through the Dashboard (“**Administrator**”). In addition to the features described in an applicable Product Addendum, the Dashboard will enable Company to (a) access each U4B Product which Company has accepted and agreed to utilize through a Product Addendum; (b) view detailed trip or other service information, which may include, depending on which U4B Product(s) Company utilizes, without limitation, any Authorized User and/or Company 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 Company’s credit card 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 Company as set forth herein.
2. **Administration.** Company may appoint additional Administrators at its discretion. Company 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. Company shall be responsible for all activity that occurs under its Dashboard login credentials.

3. **Authorized User and Administrator Updates.** It is Company's sole responsibility to keep and maintain an accurate list of current Authorized Users or Administrators authorized to bill User Charges to Company's Corporate Account for each separate U4B Product. From time to time, Uber may review Company's list of Authorized Users and/or Administrators, as may be the case, via the Dashboard to maintain and support the Uber Service and to ensure Company's compliance with the Agreement.
  4. **Responsibility for User Activity.** Company agrees that (a) Company is solely responsible for all User Charges incurred by Authorized Users, Company Users, and Administrators via the Corporate Account, regardless of whether any such User Charge was authorized between Company, Authorized Users, Company Users, and/or the applicable Administrator(s), 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, Company agrees that Uber shall not be responsible for User Charges incurred by Authorized Users and/or Administrators, after Company has attempted removal of such Authorized User or Administrator from the Corporate Account to the extent Company provides Uber with incomplete or inaccurate Authorized User or Administrator removal information via the Dashboard. Company shall be responsible for the User Charges incurred on the part of an Authorized User's, Administrator's, or another third party's use of the Corporate Account to access Uber Services. Company shall notify Uber promptly upon discovery of fraudulent or unpermitted activity occurring under Company's 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.
  5. **Restrictions.** Company agrees to use the Uber Service, Corporate Account, Dashboard, and any of the services provided under an applicable Product Addendum solely as set forth in the Agreement; provided, however, that in the event of a conflict between a Product Addendum and the Agreement with respect to Company or any Administrator utilizing the Uber Service, the terms of this Product Addendum shall control, followed by the Agreement. Company 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, except to the extent allowed by applicable law; (b) sublicense, lease, rent, sell, give, or otherwise transfer or provide the Dashboard, Uber Service, or Uber App to any unaffiliated third party; (c) reproduce, modify, or prepare derivative works based upon the Dashboard, Uber Service or Uber App; (d) upcharge, increase, or otherwise modify the User Charges for any usage of the Uber Service; or (e) 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.
  6. **Violations.** Company acknowledges that Uber may suspend or ban any Authorized Users or Company Users from use of the Uber Service due to violations of the End User Terms ("**Violations**"), and that Uber shall have no obligation or liability related to any such Authorized User or Company User. In the event that Uber suspends or terminates an Authorized User's or Company User's Uber Account pursuant to the End User Terms, Uber shall also suspend such Authorized User or Company User from utilizing Uber Services under all of the Product Addenda. Furthermore, Uber reserves the right to immediately suspend an Authorized User's or Company User's Uber Account due to (a) an invalid payment card on their Uber Account, or (b) a rejected payment card transaction that was initiated through their Uber Account. Uber reserves the right to suspend Company's use, and the use by Authorized Users or Company Users where applicable, of Uber for Business and the products set forth in any applicable Product Addendum for violations of this Agreement or any applicable Product Addendum.
  7. **Territory.** This Agreement allows Company to invite any Uber Account holder to link to the Corporate Account and is not restricted by country, unless otherwise specified in a Product Addendum.
2. **Driver Verification and User Safety Policies.** Uber is responsible for contracting terms with all independent contractors using the Uber technology systems under license from Uber (a "**Driver**") to provide transportation or other services. For clarity, the term "Uber" as used in this Agreement does not include Drivers. The following shall apply, unless the transportation services are provided by a third-party taxi or other entity in circumstances where the third party, not Uber, is responsible for driver screening and vehicle standards:
    - 2.1. **Screening Standards.** Uber will use best efforts to review a prospective Driver's motor vehicle and/or criminal records where such records are readily available and reliable, and where it is legally permissible for Uber to obtain them. The screening standard applied shall conform to all applicable laws pertaining to the screening of such Drivers, as well as Uber's then-current screening practices on the Uber systems and in the relevant jurisdiction.
    - 2.2. **Screening Information.** During the course of the screening process the following information shall be collected and maintained (unless such information should not be maintained due to privacy considerations or other applicable law) in accordance with Uber's then-current practices: (a) full name; (b) date of birth; (c) driver's license number (does not apply to non-automotive Drivers); and (d) copy of driver's license (does not apply to non-automotive Drivers).
    - 2.3. **Vehicle Standards.** In accordance with its business needs and procedures (which are subject to change in Uber's reasonable discretion), Uber shall undertake reasonable efforts to ensure that Drivers (excluding those providing delivery services without an automobile) at all times use vehicles that are suitable for providing transportation services, and maintained in good operating condition.

### 3. Billing.

- 3.1. **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 Enterprise Profile or Corporate Account, as the case may be, at the end of each Authorized User's or Company User's trip, and as agreed by the parties, according to either batched billing, in which Uber will charge Company's payment method for User Charges that have accrued during a certain period (e.g., daily, weekly, or another period shorter than a month) ("**Batched Billing**"), or Monthly Billing, in which case Company shall pay such User Charges pursuant to Section 6.2 below.
- 3.2. **Monthly Billing.** Uber may, in its sole discretion, elect to qualify Company to receive, and Company may then 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 U4B Product ("**Monthly Billing**"). If Company participates in Monthly Billing, Uber will bill Company for all User Charges incurred for the applicable U4B Products on a monthly basis (each, a "**Monthly Statement**"). Company shall pay each Monthly Statement in full within thirty (30) days of receipt of such Monthly Statement. Company agrees to provide and maintain during the Term in connection with its Corporate Account a valid Company credit card number (the "**Company Card**") that may be charged as set forth in the applicable Product Addendum. At the time of the creation of the Corporate Account, Company may choose to use either the Company Card, ACH, or wire transfer as the method for paying Monthly Statements, provided that payment by Company Card may be necessary for amounts less than \$1,000.
- 3.3. **Currency.** All User Charges shall be processed in the local currency applicable to the geography of the Authorized User's and/or Company User's applicable receipt of a ride, delivery service, or meal 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.
- 3.4. **Disputed Payments.** If Company believes that it has been billed for User Charges that it should not have been charged ("Disputed Charge Event"), Company will notify Uber in writing within seven (7) calendar days. The parties shall work in good faith to review the charges within thirty (30) calendar days of the Company notifying Uber of such Disputed Charge Event. If the parties determine that Uber assessed User Charges that the Company should not have been charged, Uber shall remove such charge from the Company's Corporate Account.
- 3.5. **Account Suspension.** Uber reserves the right to immediately suspend Company's account and suspend any or all access to an Enterprise Profile by all Authorized Users and/or Company Users in the event of any unpaid User Charges or any other charges referenced in the Product Addenda by Company. Uber further reserves the right to pursue any and all remedies available to it under applicable law, including reporting Company to applicable credit reporting agencies, in the event of any unpaid User Charges or any other charges referenced in the Product Addenda. Reestablishing a Company 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 the maximum allowed by applicable law.

### 4. Proprietary Rights.

- 4.1. **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.
- 4.2. **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.
- 4.3. **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 Company or any proposed or current Authorized User or Company User in connection with the Agreement. Company hereby grants to Uber a perpetual, irrevocable, royalty-free, non-exclusive, worldwide license to use and incorporate any suggestion, enhancement request, recommendation, correction or other feedback provided by Company relating to the Dashboard, Uber Service, Uber App, or U4B Product.
- 4.4. **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 express written consent of such other party in each instance.

### 5. Confidentiality.

5.1. **Definition of Confidentiality.** The term “**Confidential Information**” shall mean any confidential or proprietary business, 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. 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.

5.2. **Public Records Laws.** The parties understand and acknowledge that Company is a government agency that may be subject to an applicable public records law. In the event Company receives any request under such laws for any Confidential Information, including but not limited to the terms of the Agreement, Uber Products, protected data, and any related communications, Company shall give Uber prompt written notice of such request, of at least five (5) days before disclosure to provide Uber with a reasonable opportunity to assert any available defense to disclosure. If Company determines the material is not exempt from public disclosure law, Company 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, Company may release the portions of record(s) deemed by Company to be subject to disclosure. If Company 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.

5.3. **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. For the avoidance of doubt, Linking Data, excluding any such information provided by individual Uber account holders, shall constitute Company’s Confidential Information and Uber may not (i) sell or otherwise publicly disclose any such Linking Data, or (ii) use any such Linking Data for any purpose that is detrimental or harmful to Company.

5.4. **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.

## 6. **Security and Data Transfers.**

6.1. **Security.** Uber shall implement appropriate technical and organizational measures to protect Company Personal Data against unauthorized or unlawful processing and against unauthorized loss, destruction, damage, alteration, or disclosure. Company 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**”). Company shall promptly notify Uber in the event that Company learns or has reason to believe that an Information Security Incident has occurred in relation to Uber Personal Data. 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, Company 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 Company, and if Uber determines that notices (whether in Uber’s or Company’s name) or other remedial measures are warranted, Company shall, at Uber’s request and at Company’s cost and expense, undertake the aforementioned remedial actions.

6.2. **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.

## 7. **Insurance.**

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

7.1.1. Commercial General Liability (including contractual liability, personal and advertising injury and products and completed operations) with a limit of five million dollars (US\$5,000,000) per occurrence and five million dollars (US\$5,000,000) in the aggregate for bodily injury and property damage.

7.1.2. 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).

7.1.3. Commercial Auto Liability insurance for all owned, hired and non-owned vehicles for bodily injury, including death and property damage for limits of five million dollars (US\$5,000,000) each accident combined single limit.

7.1.4. Privacy and Network Security (sometimes otherwise known as Cyber Liability) coverage which includes providing protection against liability for (a) system attacks, (b) denial or loss of service attacks, (c) spread of malicious software code, (d) unauthorized access and use of computer systems, (e) crisis management and customer notification expenses, (f) privacy regulatory defense and penalties and (g) liability arising from the loss or disclosure of confidential data with coverage limits of not less than five million dollars (US\$5,000,000) per occurrence.

7.2. Upon Company's reasonable request from time to time, Uber shall furnish the Company with a certificate of insurance showing coverage as set forth herein. Company shall be covered as an additional insured on the auto and general liability policies.

## 8. Warranties; Disclaimer.

8.1. **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.

8.2. **Company Warranties.** Company represents and warrants that: (a) Company has all rights and legally adequate consents, where necessary, to provide Uber with the Company Personal Data and any other information provided to Uber hereunder; (b) Company will use Uber Personal Data solely for legitimate business purposes including business expense, processing, accounting, and budgeting purposes; (c) Company will only share and provide access to Uber Personal Data to Company personnel who have a business need to access such Uber Personal Data; (d) Company will not disclose Uber Personal 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) Company will not rent or sell Uber Personal Data for any purpose not authorized by Uber; (f) Company will not disclose Uber Personal Data nor disclose Uber's pricing or fares associated with Uber Personal Data to a competitor of Uber; (g) Company is not using the Uber Service for purposes necessary to the performance of any federal government contract or subcontract; and (i) Uber is not assuming any portion of Company's obligations under any federal government contract, subcontract or federal grant.

8.3. **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 COMPANY'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. COMPANY 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.

## 9. Indemnification.

9.1. To the fullest extent permitted by applicable law, 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, (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, or (c) the unauthorized use by the Indemnifying Party of any of the Indemnified Party's Marks or materials provided in connection with this Agreement.

9.2. 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 Indemnifying Party's expense.

## 10. Limits of Liability.

10.1. 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, OR (iv) DAMAGES ARISING FROM EITHER PARTY'S BREACH OF THE OBLIGATIONS SET FORTH IN SECTION 7 HEREIN (PROPRIETARY RIGHTS), OR (v) 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 COMPANY 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 COMPANY (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 THE GREATER OF (X) ONE HUNDRED THOUSAND DOLLARS (\$100,000), OR (Y) THE TOTAL AMOUNTS PAID OR PAYABLE BY COMPANY TO UBER IN THE LAST TWELVE (12) MONTHS PRECEDING THE INCIDENT THAT GIVE RISE TO THE LIABILITY.

10.2. 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.

## 11. General.

11.1. **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.

11.2. **Governing Law.** With respect to governing law and venue, the parties agree to remain silent as Company is a public, governmental entity. The parties may elect to address a 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, by arbitration. If the parties proceed with confidential arbitration such arbitration shall be in accordance with the Comprehensive Arbitration Rules and Procedures of JAMS. 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.

11.3. **Affiliates.** The parties hereby acknowledge and agree that Company 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 Company under the Agreement, and entitled to all rights and protections afforded Company under the Agreement, provided, however, Company 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.

11.4. **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 Company 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., 1725 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.

11.5. **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, other natural disaster, pandemic or epidemic, 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.

11.6. **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.

11.7. **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 Company. Subject to the foregoing, the Agreement shall be binding upon all successors and assigns of a party.

11.8. **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.

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

11.10. **Independent Contractor.** Uber and Company 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.

11.11. **Non-Discrimination.** Company shall not, in its use of the Uber Service or any U4B Product under the Agreement, discriminate against any Authorized User, Company 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 Company. Company acknowledges and agrees that upon Uber's receipt of evidence of Company's discrimination under any of these categories, Uber shall have the right to immediately terminate the Agreement following notice to Company.

11.12. **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.

11.13. **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.**

**COMPANY**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

**U4B TRAVEL PRODUCT ADDENDUM  
TO THE  
UBER FOR BUSINESS DASHBOARD ACCESS AGREEMENT**

This U4B Travel Addendum (the “**Product Addendum**”) to the Uber for Business Dashboard Access Agreement (the “**Agreement**”) is entered into by and between [INSERT COMPANY NAME] (“**Company**”) 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 a Company may utilize the Dashboard to enable and use U4B Travel. 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 U4B Travel.

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

“**U4B Travel**” means the Uber for Business product that, in connection with Uber’s technology systems, enables Company’s Authorized Users to, among other things, request on-demand ground transportation, which an entity can manage through the Dashboard.

2. **Provision of Services.**

1. **Access to Services.** Upon execution of this Product Addendum, Uber will use commercially reasonable efforts to enable Company to access U4B Travel through the Dashboard. In addition to the Dashboard features described in the Agreement, the Dashboard will enable Company to (a) view a current list of all Authorized Users who have been authorized to establish an Enterprise Profile, and Authorized Users who have established their Enterprise Profiles, (b) utilize the Dashboard to add Linking Data to maintain an up-to-date list of Authorized Users, (c) add and remove Authorized Users, (d) view Dashboard Data related to this Product Addendum, and (e) disable access Company has provided to any or all current Authorized Users to an Enterprise Profile. Company expressly acknowledges and agrees that any and all transportation services are provided neither by Uber nor by Company, but by independent third-party transportation providers.

2. Company may permit Authorized Users with an active Uber Account to link the business-related profile billing option within their Uber Account (an “**Enterprise Profile**”) to the Corporate Account. Authorized Users may choose to bill trips taken via the Enterprise Profile through one of the following options: (i) the Company Card, (ii) a Company-issued individual payment card, (iii) a personal payment card or, (iv) in Uber’s sole discretion, Monthly Billing. Uber will transmit to Company via the Dashboard a statement of any User Charges that are incurred on such Enterprise Profiles in accordance with the terms and conditions of this Product Addendum and the Agreement.

3. **User Account Required.** In addition to all Company obligations regarding Authorized Users in the Agreement, Company further acknowledges and agrees that in order for an individual to be considered an Authorized User under this Product Addendum, such individual must maintain an active Uber Account.

4. **Enterprise Profile Linking.**

4.1. **Linking Mechanics.** To enable a proposed Authorized User to securely establish an Enterprise Profile, Company will utilize the Dashboard to maintain the list of Authorized User’s: (a) full name, (b) Company-issued email address, and (c) other information the parties may mutually agree upon such as phone number (“**Linking Data**”), which is necessary for authentication and verification purposes and for Uber to send communications to Authorized Users for the purpose of linking and establishing the Enterprise Profile. After any such Authorized User establishes an Enterprise Profile linked to an Uber Account, Uber shall provide such Authorized User the option to apply User Charges to either such Authorized User’s (x) personal profile or (y) the Enterprise Profile.

4.2. **Accuracy.** Company shall ensure that all Linking Data that Company Provides to Uber is accurate and complete, and Uber shall not be liable to Company, any Authorized User, any proposed Authorized User or any other party with respect to inaccurate or incomplete Linking Data supplied to Uber by Company.

4.3. **Unlinking.** Company may, at any time, unlink any Authorized User’s Uber Account from the Corporate Account through the Dashboard.

2. **Privacy and Data Security.**

2.1. **Roles of Parties.** Each party is an independent controller of the Dashboard Data and Linking Data. Company will provide Linking Data to Uber, for the provision of the services as described in this Product Addendum. Company will only process Dashboard Data for administrative purposes, to manage access control and for activity review purposes. “**Company Personal Data**” means Linking Data provided in connection with this Product Addendum, excluding any such information provided by individual Uber Account holders.

2.2. **Lawfulness.** Company acknowledges that the linking process described in Section 2.4, herein, requires a verification email to be sent by Uber to each Authorized User using the Linking Data, and Company agrees, where necessary, to: (i) have a legal basis for such processing (such as consent); and (ii) inform the Authorized Users that Uber will send them messages via email, SMS, and/or the Uber App for the

purpose of linking and establishing the Enterprise Profile within the Authorized Users 'Uber Account, which will also describe the benefits of creating an Enterprise Profile. Company consents to Uber emailing such Authorized Users for the purpose of linking and establishing the Enterprise Profile within the Authorized Users 'Uber Account, and Company acknowledges that Uber may also send SMS and in-app messages to Authorized Users who have an existing Uber Account for that purpose.

- 2.3. **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.
- 2.4. **Restrictions.** Uber agrees to only process Company Personal Data for the purposes described in this Product Addendum. In addition to the data use restrictions set forth the in the Agreement, Company agrees that any Uber Personal Data obtained in connection with this Product Addendum shall be used: (i) solely for the purposes set forth in this Product Addendum, or in connection with the use of the Uber Service, and for no other purpose, unless expressly authorized in writing by Uber, and (ii) in accordance with the purposes communicated to the data subjects.
- 3. **Effect of Termination.** All outstanding payment obligations under this Product Addendum and Sections 1, and 3 - 6 of this Product Addendum shall survive the termination of this Product Addendum.
- 4. **Warranties.** In addition to the warranties set forth in the Agreement, to the extent permitted by applicable law, Company represents and warrants that Company has notified, and obtained legally adequate consent from, proposed Authorized Users and Authorized Users: (a) to receive emails and other communications from Uber in connection with linking the Enterprise Profile to the Corporate Account; and (b) for Uber to provide Company with detailed trip information for any use of the Uber Service charged to any such Authorized User's Enterprise Profile.
- 5. **Use of Company Logo.** Company hereby grants to Uber the right to use Company's Marks, subject to Section 7.1 of the Agreement, in the Uber App to help differentiate an Authorized User's personal profile and Enterprise Profile within such Authorized User's Uber Account.

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.**

**COMPANY**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

**UBER CENTRAL PRODUCT ADDENDUM  
TO THE  
UBER FOR BUSINESS DASHBOARD ACCESS AGREEMENT**

This Uber Central Product Addendum (the “**Product Addendum**”) to the Uber for Business Dashboard Access Agreement (the “**Agreement**”) is entered into by and between [INSERT COMPANY NAME] (“**Company**”) 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 a Company 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.

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

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

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

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

“**Uber Connect**” means an Uber service that, in connection with Uber’s technology systems, enables Company to request delivery services from third party providers of such services (“**Service Providers**”) through the Uber Central dashboard.

2. **Provision of Services to Company.**

1. **Access to Services.** Upon execution of this Product Addendum, Uber will use commercially reasonable efforts to enable Company to access Uber Central via the Dashboard. In addition to the Dashboard features described in the Agreement, the Dashboard will enable Company to (a) request rides on behalf of Company Users, (b) when permitted at Uber’s sole discretion, request deliveries in geographic locations within the United States of America where Uber Connect is available (“**Territory**”), and (c) view monthly statements setting forth trips requested on behalf of Company Users. Company expressly acknowledges and agrees that any and all transportation and delivery services are provided neither by Uber nor by Company, but by independent third-party providers. Company acknowledges that Company will incur User Charges to the account of Company, and not to the applicable Company User’s personal Uber user account or credit card.

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

2.1.1. Prior to requesting the Uber Service on behalf of any Company User, Company shall obtain from the Company User and submit to Uber the following information with respect to such Company 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, “**Company User Data**”), in order to permit Uber to confirm whether such Company User is an Active User or is a Guest User and for Uber to send the Company User SMS and/or in-app messages about the requested service. Company shall ensure that all data provided to Uber is accurate and complete, and Uber shall not be liable to Company, any Company User or any other party with respect to inaccurate or incomplete Company User Data supplied to Uber by Company.

2.1.2. Company shall be solely responsible for contacting, or facilitating contact with, any Guest User for whom Company 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. Company may provide to Uber the name and phone number of Designated Recipient(s) in order for Uber (at Uber’s sole discretion) to provide notifications and detailed trip information, including real-time trip status, regarding a Company User’s trip or a delivery to such Designated Recipient, including via SMS. Uber shall not be liable to Company, any Company User, any Designated Recipient, or any other party with respect to inaccurate or incomplete information supplied by Company related to any Designated Recipient.

3. **Uber Connect Terms.**

3.1. **Uber Connect Acknowledgements.**

3.1.1. Company acknowledges that the availability of and Company's access to Uber Connect is at Uber's sole discretion and Uber may cease offering Uber Connect to Company at any time and for any reason.

3.1.2. COMPANY ACKNOWLEDGES THAT COMPANY'S ABILITY TO OBTAIN DELIVERY SERVICES THROUGH THE USE OF UBER CONNECT DOES NOT ESTABLISH UBER AS A PROVIDER OF TRANSPORTATION, LOGISTICS OR DELIVERY SERVICES OR AS A TRANSPORTATION CARRIER AND THAT ALL SUCH TRANSPORTATION OR LOGISTICS OR DELIVERY SERVICES ARE PROVIDED BY INDEPENDENT THIRD PARTY CONTRACTORS WHO ARE NOT EMPLOYED BY UBER OR ANY OF ITS AFFILIATES.

3.1.3. Company acknowledges that Uber will have no liability to Company for any loss, damage, non-delivery, or delay in the delivery of items requested by Company for delivery, or any unexpected issues or changes made by Uber to Uber Connect in its discretion that could arise during Company's use of Uber Connect. Uber does not take title to any items that are requested for delivery through Uber Connect. Company agrees that no bailment is created by Company's use of Uber Connect, and Uber is not a bailee of goods.

**3.2. Company Users and Uber Connect.** Prior to requesting a delivery through Uber Connect, Company shall collect and submit to Uber information about the primary third party sender(s) and/or recipient(s) of the items, including first and last name and active telephone number, in accordance with Section 2, and such individual(s) will be considered Company User(s).

**3.3. Prohibited Items.** Company may not access Uber Connect to request delivery of any of the following prohibited items ("**Prohibited Items**"): (i) people; (ii) illegal items; (iii) firearms, weapons, ammunition, and their parts; (iv) alcohol; (v) highly perishable food or beverages (e.g., raw meat or dairy products); (vi) pharmaceutical products, over-the-counter medications, vitamins, or supplements; (vii) recreational drugs, drug paraphernalia, or tobacco products; (viii) money, gift cards, lottery tickets, or transferable securities; (ix) dangerous or hazardous items, including explosives, items that are poisonous or flammable (e.g., paints or adhesives containing a flammable liquid), substances and material identified in the Hazardous Materials Table in 49 CFR section 172.101, or material determined to be hazardous under 49 U.S.C. section 5103 et. seq. and transported in a quantity requiring placarding according to regulations prescribed under 49 CFR, Subtitle B, Chapter I, Subchapter C, hazardous waste (e.g., hypodermic needles), or medical waste; (x) stolen goods; (xi) fragile items; (xii) sexual aids or obscene or pornographic material; (xiii) livestock, regulated species (e.g., noxious weeds, prohibited seeds), or animal parts, bloods, or fluids; or (xiv) any items for which Company does not have permission to send.

**3.4. Delivery Restrictions and Obligations.**

3.4.1. The items requested for delivery by vehicle, together, per trip, (i) may not be greater than 30 pounds, and (ii) must fit comfortably in the trunk of a mid-size motor vehicle.

3.4.2. The items requested for delivery by bike or scooter, to the extent available, together, per trip, (i) may not be greater than 15 pounds, and (ii) must fit comfortably in a backpack.

3.4.3. Company must ensure that the items are prepared and packaged for safe delivery. Company acknowledges that Service Providers shall not be responsible for packaging items.

3.4.4. Company must ensure that items are readily available for pickup upon arrival of a Service Provider at the requested pickup location.

3.4.5. Company acknowledges that Service Providers are not responsible for leaving their vehicles or loading or unloading items from their vehicles unless otherwise agreed by Uber in writing.

3.4.6. Unless otherwise agreed by Uber in writing, Company agrees to instruct the applicable personnel or Company Users at the pickup and dropoff locations to meet the Service Provider at their vehicle and load or unload the items from the vehicle. Company agrees that it is responsible for communicating with applicable personnel or Company Users at the pickup and dropoff locations to inform them of the Service Provider's arrival in order to facilitate timely pickups and dropoffs.

3.4.7. Company understands that Service Providers will not purchase items requested for delivery.

3.4.8. As between Uber and Company, Company will be responsible for all support to third party senders and recipients, including resolving any disputes or concerns from Company Users or Designated Recipients related to deliveries requested via use of Uber Connect.

3.4.9. Company agrees that it will limit pickup and dropoff locations for deliveries to within the Territory.

**3.4.10.** If Company uses Uber Connect to arrange delivery services and send food or beverages not otherwise prohibited by this Product Addendum, Company assumes full responsibility for such items after delivery, including any damage due to temperature sensitivity and/or tampering. Company further assumes full responsibility for chilling any perishables immediately upon delivery to help maintain the safety and quality of such items. To the extent required by applicable law, and only for the purpose of the expedited provision of items, food and beverage items are sold or delivered to third parties under Company's retail and food delivery license privileges.

### 3.5. Refusal or Rejection of Deliveries.

3.5.1. At a Service Provider's sole discretion, a Service Provider may refuse to pick up or deliver the items, or cancel the delivery after acceptance for any reason; provided at all times, Service Providers must comply with Uber's Community Guidelines.

3.5.2. Company understands that if a Service Provider refuses to accept an item due to size or weight, or such item is a Prohibited Item, or because the Service Provider is asked to purchase such item, Company may be responsible for: (1) a cancellation fee; and (2) any Return Fees. Cancellation fees will be considered User Charges.

### 3.6. Delivery, Redelivery, and Undeliverable Packages.

3.6.1. If the Service Provider is not able to complete the delivery because, for example, the recipient is not at the delivery location to accept the delivery or the delivery otherwise cannot be completed according to Company's dropoff instructions, the Service Provider may attempt to arrange for the return of the items to Company. Company acknowledges and agrees that Company may be charged for any costs associated with a delivery failure or a return delivery ("**Return Fees**"). Return Fees will be considered User Charges.

3.6.2. If the Service Provider is not able to return the items, Company acknowledges and agrees that the items may be left at the original pickup location, an Uber Greenlight Hub (if available in the particular market), with local law enforcement or, provided Company sends the Service Provider written instruction via the Uber Service, at the delivery location. To the extent feasible and if requested by Company, Uber will also attempt to facilitate an exchange of the undelivered items between Company and the Service Provider. Company acknowledges and agrees that Company may be charged additional fees in connection with the return, redelivery or disposal of the items, which will also be considered Return Fees.

## 4. Privacy.

4.1. **Definitions.** "**Company Personal Data**" means information provided by Company 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.

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

4.3. **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 Company Personal Data and Uber Personal Data).

### 4.4. Data Restrictions.

4.4.1. **Company Restrictions.** Company 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 Company's personnel who have a legitimate business need to access such Uber Personal Data and the Dashboard. Company 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.

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

5. **Effect of Termination.** All outstanding payment obligations and Sections 1, and 3 - 5 of this Product Addendum shall survive the termination of this Product Addendum.

## 6. Warranties.

6.1. In addition to the warranties set forth in the Agreement, Company represents and warrants that Company will inform and obtain all necessary rights, permission and legally adequate consent from Company Users (a) 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 (b) for Uber to

provide Company and any Designated Recipients with detailed trip or delivery information, including real-time trip status, for the trips or deliveries charged to Company's Corporate Account. In addition to the warranties set forth in the Agreement, Company represents and warrants that Company 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. Company acknowledges that it may elect to utilize the Dashboard to request the Uber Service on behalf of, Guest Users. Any such election is at Company's sole discretion, and, in addition to Company's indemnity obligations under the Agreement, Company 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.

6.2. Moreover, for the avoidance of doubt, to the extent that items requested for delivery include food or beverages, Company's representation and warranty in the Agreement—that it is in compliance and shall remain in compliance during the Term, with all applicable laws, rules and regulations—includes without limitation all laws, rules and regulations governing health and safety, such as time or temperature controls required for food safety. To the extent that items requested for delivery include food or beverages, Company additionally represents and warrants that: (1) all information about the items made available by Company relating to calorie count, ingredients, nutritional information, or allergen information, will at all times remain accurate and comply with applicable laws, rules, and regulations; (2) Company will package food and beverage items separately from potentially harmful products; and (3) if a third party has requested that Company include certain items, Company will not replace unavailable items with different items without the written consent of the third party.

6.3. Company further represents and warrants that it will limit pickup and dropoff locations for deliveries to within the Territory.

**7. Indemnification.**

7.1. In addition to Company's indemnity obligations set forth above and under the Agreement, to the extent permitted by applicable law, Company will also 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: (a) the use of Uber Connect by any Company User or Designated Recipient; (b) any personal injury or damage to property arising from the items requested by Company for delivery; or (c) Company's inclusion of a Prohibited Item.

7.2. Uber shall provide prompt notice to Company of any potential claim subject to indemnification hereunder. Company will assume the defense of the claim through counsel designated by it and reasonably acceptable to Uber. Company 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 Company in the defense of a claim, at Company's expense.

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.**

**COMPANY**

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**U4B EATS PRODUCT ADDENDUM  
TO THE  
UBER FOR BUSINESS DASHBOARD ACCESS AGREEMENT**

This U4B Eats Product Addendum (the “**Product Addendum**”) to the Uber for Business Dashboard Access Agreement (the “**Agreement**”) is entered into by and between [INSERT COMPANY NAME] (“**Company**”) 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 that the parties entered into. Undefined, capitalized terms used herein shall have the meaning ascribed to them in the Agreement. This Product Addendum sets forth the terms under which a Company may utilize the Dashboard to enable and use U4B Eats. 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 U4B Eats.

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

“ **U4B Eats**” means the Uber for Business product that, in connection with Uber’s technology systems, enables Company’s Authorized Users with an Uber Account to, among other things, request purchase and delivery of foods, which Company can manage through the Dashboard.

2. **Provision of Services.**

1. **Access to Services.** Upon execution of this Product Addendum, Uber will use commercially reasonable efforts to enable Company to access U4B Eats via the Dashboard. In addition to the features described in the Agreement, the Dashboard will enable Company to (a) view a current list of all Authorized Users who have been authorized to establish, and Authorized Users who have established their Enterprise Profiles, (b) utilize the Dashboard to add Linking Data to maintain an up-to-date list of Authorized Users, (c) add and remove Authorized Users, (d) view food order information and prepare and review activity reports using such food order information, and (e) disable access Company has provided to any or all current Authorized Users to an Enterprise Profile. Company expressly acknowledges and agrees that any and all delivery services are provided neither by Uber nor by Company, but by independent third-party delivery providers.

2. Company may permit Authorized Users with an active Uber Account to link the business profile within their Uber Account (an “**Enterprise Profile**”) to the Corporate Account. Authorized Users may choose to bill food and food delivery costs incurred through their Enterprise Profile to one of the following options: (i) the Company Card, (ii) a Company-issued individual payment card, (iii) a personal payment card or, (iv) in Uber’s sole discretion, Monthly Billing. Uber will transmit to Company via the Dashboard a statement of any User Charges that are incurred on such Enterprise Profiles in accordance with the terms and conditions of this Product Addendum and the Agreement.

3. **Uber Account Required.** In addition to all Company obligations regarding Authorized Users in the Agreement, Company further acknowledges and agrees that in order for an individual to be considered an Authorized User under this Product Addendum, such individual must maintain an active Uber Account.

4. **Enterprise Profile Linking**

4.1. **Linking Mechanics.** To enable a proposed Authorized User to securely establish an Enterprise Profile, Company will utilize the Dashboard to maintain the list of Authorized User’s: (a) full name, (b) Company-issued email address, and (c) other information the parties may mutually agree upon such as phone number (“**Linking Data**”), which is necessary for authentication and verification purposes and for Uber to send communications to Authorized Users for the purpose of linking and establishing the Enterprise Profile. After any such Authorized User establishes an Enterprise Profile linked to an Uber Account, Uber shall provide such Authorized User the option to apply User Charges to either such Authorized User’s (x) personal profile or (y) the Enterprise Profile.

4.2. **Accuracy.** Company shall ensure that all Linking Data that Company Provides to Uber is accurate and complete, and Uber shall not be liable to Company, any Authorized User, any proposed Authorized User or any other party with respect to inaccurate or incomplete Linking Data supplied to Uber by Company.

4.3. **Unlinking.** Company may, at any time, unlink any Authorized User’s Uber Account from the Corporate Account through the Dashboard.

3. **Privacy.**

3.1. **Roles of Parties.** Each party is an independent controller of the Dashboard Data and Linking Data. Company will provide Linking Data to Uber, for the provision of the services as described in Section 2 of this Product Addendum. Company will only process Dashboard Data for administrative purposes, to manage access control and for activity review purposes. “**Company Personal Data**” means Linking Data provided in connection with this Product Addendum, excluding any such information provided by individual Uber Account holders.

3.2. **Lawfulness.** Company acknowledges that the linking process described in Section 2.4, herein, requires a verification email to be sent by

Uber to each Authorized User using the Linking Data, and Company agrees, where necessary, to: (i) have a legal basis for such processing (such as consent); and (ii) inform the Authorized Users that Uber will send them messages via email, SMS, and/or the Uber App for the purpose of linking and establishing the Enterprise Profile within the Authorized Users' Uber Account, which will also describe the benefits of creating an Enterprise Profile. Company consents to Uber emailing such Authorized Users for the purpose of linking and establishing the Enterprise Profile within the Authorized Users' Uber Account, and Company acknowledges that Uber may also send SMS and in-app messages to Authorized Users who have an existing Uber Account for that purpose.

- 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.
- 3.4. **Restrictions.** Uber agrees to only process Company Personal Data for the purposes described in this Product Addendum. In addition to the data use restrictions set forth in the Agreement, Company agrees that any Uber Personal Data obtained in connection with this Product Addendum shall be used: (i) solely for the purposes set forth in this Product Addendum, or in connection with the use of the Uber Service, and for no other purpose, unless expressly authorized in writing by Uber, and (ii) in accordance with the purposes communicated to the data subjects.
- 4. **Effect of Termination.** All outstanding payment obligations and Sections 1, and 3 - 6 of this Product Addendum shall survive the termination of this Product Addendum.
- 5. **Warranties.** In addition to the warranties set forth in the Agreement, Company represents and warrants that Company has notified, and obtained legally adequate consent from, proposed Authorized Users and Authorized Users: (a) to receive emails and other communications from Uber in connection with linking the Enterprise Profile to the Corporate Account; and (b) for Uber to provide Company with detailed trip information for any use of the Uber Service charged to any such Authorized User's Enterprise Profile.
- 6. **Use of Company Logo.** Company hereby grants to Uber the right to use Company's Marks, subject to Section 7.1 of the Agreement, in the Uber App to help differentiate an Authorized User's personal profile and Enterprise Profile within such Authorized User's Uber Account.

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.**

**COMPANY**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

**UBER VOUCHERS PRODUCT ADDENDUM  
TO THE  
UBER FOR BUSINESS DASHBOARD ACCESS AGREEMENT**

This Uber Vouchers Product Addendum (the “**Product Addendum**”) to the Uber for Business Dashboard Access Agreement (the “**Agreement**”) is entered into by and between [INSERT COMPANY NAME] (“**Company**”) 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 a Company 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.

“**Design Guidelines**” means the Uber guidelines available at <https://www.uber.com/newsroom/media-assets>, as may be amended from time to time by Uber in its sole discretion pursuant to which Company may use the Uber Mark as set forth herein.

“**Uber Voucher Marketing Guidelines**” means the Uber Voucher Marketing Guidelines, available at [https://businesses.uber.com/rs/613-QPH-162/images/VouchersBrandGuidelines2020\\_UberforBusiness.pdf](https://businesses.uber.com/rs/613-QPH-162/images/VouchersBrandGuidelines2020_UberforBusiness.pdf), as may be amended from time to time by Uber in its sole discretion.

“**Uber Voucher Program**” means an event, series of events, or purpose for which Company wants to provide Uber Vouchers.

“**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 Company through the Dashboard that, when validly applied, allows an individual with an active Uber Account to receive a partial or full payment by Company for User Charges up to the amount of the applicable Uber Voucher, subject to (a) any utilization requirements and limitations established by Company, (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 that a Voucher Recipient utilized and is a “User Charge” as defined in the Agreement.

“**Voucher Recipient**” means an individual that receives or is an intended recipient of one or more Uber Vouchers created by Company. Voucher Recipients are Company Users.

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

3. **Voucher Billing.** Unless otherwise set forth in the Agreement, Uber shall charge Company the Utilization Amount(s) according to Batched Billing or Monthly Billing. If the User Charges exceed the Redemption 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 Voucher Programs and Uber Vouchers; Limitations.**

4.1.1. **Creation.** For each Uber Voucher Program, Company may, via the Dashboard, create Uber Vouchers for Company or Uber to distribute to Voucher Recipients. Company acknowledges and agrees that it is responsible for all marketing, promotion, and advertising of the Uber Voucher Programs.

4.1.2. **Uber Voucher Codes.** Company may elect to either create Uber Vouchers as: (a) a single Uber Voucher to distribute to all Voucher Recipients (a "**Single Code**"); or (b) individualized Uber Vouchers to 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**"). Company 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, (c) all of Company's obligations under this Product Addendum apply no matter who redeems an Uber Voucher, and (d) Company will clearly and conspicuously disclose to each Voucher Recipient the materials terms and conditions of each Single Code and Individualized Code.

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

4.1.4. **Individualized Codes.** For any Uber Voucher Program that utilizes Individualized Codes, Company is responsible for the correct delivery of such codes to Voucher Recipients. Company acknowledges and agrees that: (i) an Individualized Code may be used by an individual (including someone who is not the intended Voucher Recipients) Company did not intend to target, and Company will be financially responsible for each Individualized Code that is used to access the Uber Service; and (ii) for any Voucher Recipient who tries to access an Individualized Code after the usage limitations have been met, Uber will direct such Voucher Recipient to contact Company about such Individualized Code. Notwithstanding anything to the contrary, Company acknowledges and agrees that in no event will Uber be liable to (i) any Voucher Recipients who were unable to utilize an Individualized Code, or (ii) Company for Uber's non-fulfillment of the Individualized Code as a result of usage limitations set by Company.

4.1.5. **Uber Delivered Vouchers.** As an alternative to Company delivering Uber Vouchers to Voucher Recipients, Company may create a request for Uber to deliver Uber Vouchers, which Uber may deliver via SMS message, email, and/or in-app message, or another mutually agreed upon delivery method ("**Uber Delivered Voucher**"). Prior to requesting any Uber Delivered Vouchers, Company shall (i) provide Uber with each Voucher Recipient's (a) first and last name and (b) active telephone number or email address (collectively, when sent by Company to Uber, "**Company Voucher Recipient Data**"), (ii) obtain all necessary rights, permissions, and legally-adequate consents from any such Voucher Recipients to provide Uber with Company Voucher Recipient Data, and (iii) obtain all necessary rights, permissions, and legally-adequate consents from any such Voucher Recipients, including consents required under the Telephone Consumer Protection Act ("**TCPA**") for short message service ("**SMS**") messages, for Uber to deliver the Uber Delivered Voucher. Company shall ensure that any Voucher Recipient Data Company provides to Uber is accurate and complete, and Uber shall not be liable to Company, any Voucher Recipient, or any other party with respect to inaccurate or incomplete data supplied by Company.

4.2. **Uber Voucher Limitations.** Company shall ensure the maximum aggregate Redemption Value of Uber Vouchers that Company has outstanding at any given time during the Term shall not exceed the credit amount approved by Uber in writing or as shown in the Dashboard. Each Uber Voucher created by Company shall 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.** Company shall not "white label," bundle, or wrap the Uber Services or Uber Vouchers with Company's products or services for resale or otherwise permit third parties to create Uber Vouchers without Uber's prior written consent. Company shall not, and shall not authorize others to modify or alter any Uber Voucher as created pursuant to this Product Addendum. Uber reserves the right to immediately suspend the Corporate Account in the event Uber becomes aware or reasonably suspects that Company has violated this "Restrictions of Use" Section.

4.4. **Modification or Cancellation of Uber Vouchers.** After Company creates an Uber Voucher Program, Company may only: (a) update the Uber Voucher Program to make such Uber Voucher Program's restrictions and/or value more permissive if the Uber Voucher has not yet been distributed to Voucher Recipients; or (b) cancel the Uber Voucher Program in its entirety, in which case Company shall immediately notify all Voucher Recipients that (i) such Uber Voucher Program is cancelled, and (ii) Company, and not Uber, decided to cancel the Uber Voucher Program. Any such notification shall be subject to Uber's prior written approval. Company acknowledges and agrees that if Company modifies or cancels an Uber Voucher Program: (a) Company remains financially responsible to Voucher Recipients who received an Uber Voucher, whether or not the Voucher Recipient used such Uber Voucher before Company modified or cancelled the Uber Voucher Program; and (b) that if an individual is unable to use an Uber Voucher for any such modified or cancelled Uber Voucher Program, Uber may direct such individual to contact Company about any modification or cancellation issues. Notwithstanding anything to the contrary, Company 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 Company's modifications to or cancellation of the Uber Voucher Program by Company, or (b) Company for Uber's non-fulfillment of the Uber Voucher as a result of a modifications to or cancellation of the Uber Voucher Program by Company.

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

4.5.1. **Uber Voucher Marketing Guidelines.** At all times during the Term and in the marketing or distribution of Uber Vouchers, Company shall follow the Uber Voucher Marketing Guidelines and any other marketing guidelines that Uber provides from time to time.

4.5.2. **Company Delivery and Communication of Uber Vouchers to Voucher Recipients.** In the event Company is delivering Uber Vouchers to Voucher Recipients, Uber will deliver Uber Vouchers to Company in the form of code links that Company may deliver to Voucher Recipients. Company acknowledges and agrees that: (a) it shall clearly and conspicuously disclose the materials terms and conditions of the Uber Vouchers in any and all communications, including but not limited to, monetary value, usage terms, validity and expiration dates, limitations on the types of rides or meal delivery services available, geographic and time restrictions, and that Uber Vouchers can only be used on the Uber App, are non-transferable, do not have cash value, have limited availability, and are subject to change or cancellation; (b) it is responsible for obtaining any legally-required consents and complying with applicable laws relating to its delivery of or communication about Uber Vouchers; (c) it will make clear in all such communications that they are being sent by Company (as opposed to Uber); and (d) Uber shall bear no responsibility for Company's failure to obtain proper consents or comply with applicable laws when sharing or communicating Uber Vouchers to Voucher Recipients. Company shall not deliver or attempt to deliver any Uber Vouchers through a public-facing or accessible website/page or via social media.

4.6. **Uber Account Required.** Company acknowledges and agrees that before a proposed 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.

#### 5. **Uber Voucher Usage.**

5.1. Uber Vouchers must be used by the Voucher Recipient for their own use and cannot be resold by the Voucher Recipient or Company.

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

5.3. In the event Uber reasonably suspects that Uber Vouchers have been fraudulently distributed or obtained, Uber reserves the right to partially or fully suspend Company's use of Uber Vouchers until the event that gave rise to the suspension is cured to Uber's reasonable satisfaction.

5.4. Uber may modify or 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 Company of Uber Marks hereunder shall be subject to Uber's prior written approval. Company will comply with the Design Guidelines, including without limitation, all additional directions given by Uber to Company as to the content, colors, size, "look and feel" and other elements of any and all representations of Uber's Marks. Upon Uber's reasonable request, Company shall work in good faith to provide Uber all marketing materials that feature either or both of the Uber Marks or Uber Vouchers, or relate to any Uber Services. In the event Uber, in its sole discretion, determines Company has not met its obligations with respect to the Uber Marks 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. Company shall preserve, and shall cause all of its Affiliates to preserve, all of the aforesaid material 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, Company represents and warrants that: (a) Company shall comply with all applicable laws and regulations applicable to the performance of its obligations hereunder; (b) as it relates to Company's activities involving Uber Vouchers, including but not limited to the Uber Voucher Programs, and the marketing, promotion, and any other forms of communication regarding the Uber Vouchers, Company will (i) comply with the Design Guidelines, 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) Company is responsible for the full cost of all Uber Vouchers used, whether or not used as intended by Voucher Recipients or others; and (d) Company will inform and obtain all necessary rights, permissions, and legally-adequate consents from Voucher Recipients: (i) to receive emails, SMS messages, and other communications from Uber in connection with Uber Vouchers and the Uber Service; and (ii) for Uber to provide Company with detailed trip information, including real-time trip status, for any trips such Voucher Recipient takes using the Uber Voucher created by Company.

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

8.1. **Definitions. "Company Personal Data"** means information such as Company Voucher Recipient Data provided by Company 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 Company Personal Data and the Uber Personal Data. Company will provide Company Personal Data to Uber, for the provision of services as described in this Product Addendum. Company will only process Uber Personal Data for administrative purposes, to manage access control and for activity review purposes.

8.3. **Lawfulness.** Company 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 Company with detailed information on, and real-time trip status of, the rides or meals charged to Company'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. **Company Restrictions.** Company agrees that it will use (or authorize the use of) Uber Personal Data and the Dashboard solely for internal legitimate business purposes, and will limit access to Uber Personal Data and the Dashboard solely to Company's personnel who have a legitimate business need to access such Uber Personal Data and the Dashboard. Company 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 Company 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.

9. **Indemnification.**

9.1. In addition to Company's indemnity obligations under the Agreement, to the extent permitted by applicable law, Company 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: (a) the Uber Voucher Programs and Company's use and distribution of Uber Vouchers including but not limited to Company'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, Company shall indemnify Uber for any claims made by such Voucher Recipients.

9.2. Uber shall provide prompt notice to Company of any potential claim subject to indemnification hereunder. Company will assume the defense of the claim through counsel designated by it and reasonably acceptable to Uber. Company 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 Company in the defense of a claim, at Company's expense.

10. **Use of Company Logo.** Company hereby grants to Uber the right to use Company's Marks, subject to the trademark license provisions of the Agreement, in the Uber App, push notifications, emails, and SMS messages to help Voucher Recipients identify Uber Vouchers created by Company.

11. **Effect of Termination.** Any accrued and outstanding payment obligations, Sections 1, 3, 7 – 10, and any other sections that by their nature are intended to survive 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.**

**COMPANY**

By:

By:

Name:

Name:

Title:

Title:

Date:

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Date:

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