

REGIONAL COOPERATIVE AGREEMENT (RCA)
CONTRACT NUMBER RCA-017- 25010002
BETWEEN
COUNTY OF ORANGE/COUNTY PROCUREMENT OFFICE
AND
UBER TECHNOLOGIES, INC.
FOR
RIDESHARE TRANSPORTATION SERVICES

This Contract **RCA-017-25010002** for Rideshare Transportation Services (Contract) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (County) and Uber Technologies, Inc., a State of Delaware Corporation (Contractor), with County and Contractor sometimes individually referred to as (Party), or collectively referred to as (Parties).

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Payment and Compensation
Attachment C – Uber for Business Dashboard Access Agreement
Attachment D- U4B Travel product addendum to the Uber for Business Dashboard Agreement.
Attachment E- Uber Central Product Addendum to Uber for Business Dashboard Access Agreement
Attachment F- U4B Eats Product Addendum to the Uber for Business Dashboard Access Agreement
Attachment G- Uber Vouchers Product Addendum to the Uber for Business Dashboard Access Agreement

RECITALS

WHEREAS Contractor responded to RFP-017-2655301-JL for Rideshare Transportation Services, and represented that its proposed services shall meet or exceed the requirements of the County; and,

WHEREAS Contractor and County are entering into this Contract for Rideshare Transportation Services under a usage Contract; and,

WHEREAS County solicited Contract for Rideshare Transportation Services as set forth herein, and Contractor represented that it is qualified to provide Rideshare Transportation Services to the County as further set forth here; and,

WHEREAS Contractor agrees to provide Rideshare Transportation Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and,

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

I. General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.
- E. **Delivery:** Time of delivery of commodities and services is of the essence in this Contract. County reserves the right to refuse any commodities and services and to cancel all or any part of the commodities not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for commodities shall not bind County to accept future shipments nor deprive it of the right to return commodities already accepted at Contractor's expense. Over shipments and under shipments of commodities shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all commodities or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the commodities/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Mutual Warranties. Each party hereby represents and warrants that: (a) it has full power and authority to enter into the Contract and perform its obligations under the Contract and any

applicable Product Addenda; (b) such party's acceptance of the Contract, as well as such party's performance of the obligations set forth in the Contract, 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 Contract will not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.

Contractor further hereby represents and warrants that: (a) it has full power and authority to enter into the Contract and perform its obligations under the Contract and any applicable Product Addenda; (b) Contractor's acceptance of the Contract, as well as Contractor's performance of the obligations set forth in the Contract, does not and will not violate any other agreement to which Contractor 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) Contractor's Marks as provided by Contractor pursuant to this Contract will not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County, provided that Contractor may, after obtaining the County's prior written consent, assign this Contract, to (a) an Affiliate of such party, or (b) in connection with the sale of all or substantially all of such party's equity, business or assets. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice

without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligation.

- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Provision:**

Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars \$50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, CEO/ Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability Including Sexual Misconduct	\$2,000,000 per occurrence \$4,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned, and hired vehicles	\$1,000,000 combined single limit each accident.
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per accident or disease
Network Security & Privacy Liability	\$1,000,000 per claims-made

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

Required Coverage Forms

The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the County of Orange its elected and appointed officials, officers, employees, and

agents as Additional Insureds, or provide blanket coverage, which will state As Required by Written Contract.

- 2) A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** or provide blanket coverage, which will state ***As Required by Written Contract***.

All insurance policies required by this Contract shall waive all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** when acting within the scope of their appointment or employment.

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

- 1) The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.
- 2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

The Commercial General Liability policy shall contain a severability of interest's clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not provide acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Procurement or the agency/department procurement division, award may be made to the next qualified vendor.

Insurance certificates should be emailed to CEOCPOInsurance@ocgov.com.

Insurance certificates should state:

County of Orange
County Procurement Office
Attn: Insurance
400 West Civic Center Drive, 5th Floor
Santa Ana, CA 92701

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without County's specific written approval.
- Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and County agrees to an assignment of Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

County reserves the right to immediately terminate Contract in the event County determines that the assignee is not qualified or is otherwise unacceptable to County for the provision of services under Contract.

In addition, Contractor has the duty to notify County in writing of any change in Contractor's status with respect to name changes that do not require an assignment of Contract. Contractor is also obligated to notify County in writing if Contractor becomes a party to any litigation against County, or a party to litigation that may reasonably affect Contractor's performance under Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to County of its status in these areas whenever requested by County.

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to Contractor, this obligation shall apply to Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of the Insurance and Indemnification section, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.
- U. **Freight:** Prior to County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

Y. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. **Indemnification:**

Uber will indemnify, defend and hold harmless the County, its employees, consultants, agents, successors and assigns from and against all claims, liabilities, damages, losses, costs and expenses 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 Uber's representations or warranties in this Contract 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 Contract. The County shall provide prompt notice to Uber of any potential claim subject to indemnification hereunder. Uber will not settle or compromise any claim, or consent to the entry of any judgment, without written consent of the County, which will not be unreasonably withheld. The County will reasonably cooperate with the Uber in the defense of a claim, at Uber's expense. The County remains responsible for its acts and omissions, including its use or misuse of any U4B Products. The County agrees not to use the Uber Service for any Guest Users (as defined in the Addendum).

AA. **Audits/Inspections:** Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of Contract including, but not limited to, the costs of administering Contract. County will provide reasonable notice, no less than thirty (30) calendar days, of such an audit or inspection. Furthermore, such audit shall be conducted in the least disruptive manner to contractor's business operations, which include standard business hours and a remote desk audit of a sample of records that the parties shall jointly scope and be limited to no more than once every twelve (12) months, unless the County has reasonable and credible evidence of Contractor's Breach of Contract.

Contractor agrees to maintain such records for possible audit for a minimum of five years after final payment, unless a longer period of records retention is stipulated under this Contract or by law.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to County's project manager.

- AA. Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- BB. Expenditure Limit:** Contractor shall notify County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against Contract reach 75 percent of the dollar limit on Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on Contract unless a change order to cover those costs has been issued.
- CC. California Public Records Act:**
The parties understand and acknowledge that the County is subject to applicable public records disclosure laws, including the California Public Records Act (CPRA). In the event the County receives any request under such laws for Confidential Information—as defined in this Agreement and including, but not limited to, Uber Products, protected data, and any related communications—the County shall notify Uber no later than five (5) calendar days from receipt of the request. Before disclosing any Confidential Information, the County agrees to consult with Uber promptly to provide an opportunity for Uber to assert any available defenses to disclosure. This includes determining the applicability of, and the potential assertion of, any grounds for exemption or delay in disclosure as permitted by the CPRA or other applicable laws. Should the County determine that certain Confidential Information must be disclosed pursuant to a final legal obligation, the County will provide Uber with written notice at least five (5) business days prior to such disclosure, allowing Uber sufficient time to seek any legal remedies to protect its interests.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies contractual terms and conditions by which County will procure Rideshare Transportation Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures and continue for five (5) calendar years from that date, unless otherwise terminated by County.
3. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of County assigned Deputy Purchasing Agent.
4. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "Z" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
5. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and

regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

6. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.
7. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.
8. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Terminate Contract immediately, pursuant to Article 35 herein;
 - b. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c. Discontinue payment to the Contractor for and during the period in which Contractor is in breach; and
 - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.
9. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
10. **Conflict of Interest – Contractor’s Personnel:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor’s officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County. Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer’s child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of

interest, Contractor must also provide an update to County upon request by County.

11. **Conflict of Interest – County Personnel:** County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
12. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County's Project Manager, which consent shall not be unreasonably withheld.

Contractor's Project Manager shall be assigned to this project for the duration of Contract and shall diligently pursue all work and services to meet the project timelines. County's Project Manager shall have the right to require the removal and replacement of Contractor's Project Manager from providing services to County under this Contract. County's Project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under Contract.

13. **Contractor Personnel – Reference Checks:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
14. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
15. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles.
16. **Contractor Work Hours and Safety Standards:** The Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state, and County's safety regulations and laws.
17. **Conditions Affecting Work:** Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in Contract.
18. **Cooperative Contract: - Regional Cooperative Agreement (RCA):** This Contract is a cooperative contract and may be utilized by all County of Orange departments.

The provisions and pricing of this Contract may be extended, at the option of Contractor, to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization (the “Cooperative Program”). Parties in a Cooperative Program wishing to use this Contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall provide ad hoc reports requested by the County as needed. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

As a cost-recovery mechanism for County, a 2 percent administrative rebate on total sales from all subordinate contracts will be paid to the County for any contracts the Contractor agrees to enter into with another agency or entity, other than the County of Orange or a department thereof, under the provisions and pricing of this Contract. The County has partnered with Pavilion, a third-party administrator, responsible for managing all reporting and payments under this Cooperative Program. The Contractor shall provide quarterly Volume Sales Reports about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and pricing for that Reporting Period.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract. This Cooperative Contract provision shall survive expiration or termination of this Contract.

19. **County of Orange Local Small Business Preference Requirements:** If Contractor certified as such with its proposal, Contractor certifies it is in compliance with County of Orange Local Small Business Preference requirements at the time this Contract is executed.
20. **Data – Title To:** All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.

Notwithstanding, 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 County or any proposed or current Authorized User or County User in connection with the Contract. County 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 County relating to the Dashboard, Uber Service, Uber App, or U4B Product.

21. **Disputes – Contract:** The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s Project Manager and the County’s Project Manager, as specified in **Article 29** “Notices”, such matter shall be brought to the attention of the County DPA by way of the following process:

- a. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
- b. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects Contract adjustment for which Contractor believes County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of commodities and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Deputy Purchasing Agent or his designee. If County fails to render a decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this section shall be construed as affecting County's right to terminate Contract for cause or termination for convenience as stated in Article 35 herein.

22. **Drug-Free Workplace:** Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
- b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - i. Will receive a copy of the company's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
- d. Failure to comply with these requirements may result in suspension of payments under Contract or termination of Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:

- i. Contractor has made false certification, or
- ii. Contractor violates the certification by failing to carry out the requirements as noted above.

23. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a “service provider” to whom County pays \$600 or more or with whom County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

24. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
25. **Equal Employment Opportunity:** Contractor shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental

handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

26. **Hazardous Conditions:** Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at Contractor's expense and without cost to the County. The Contractor shall comply with County directives regarding potential hazards.

Emergency lights and traffic cones must also be readily available at all times and must be used in any hazardous condition. Emergency traffic cones must be placed in front of and behind vehicles to warn oncoming traffic.

Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in Chapter 5 of the current traffic manual, Traffic Control for Construction and Maintenance Work Zones, published by the state of California Department of Transportation.

27. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

28. **News/Information Release:** Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through County's Project Manager.

29. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: ***Uber Technologies, Inc.***
Attn: Rema Zadah
1725 3rd Street, San Francisco, CA 94158
Phone: (703) 297-1021
Email: rema.zadah@uber.com

Assigned DPA: County of Orange
Attn: Jessica Loy, DPA
400 W. Civic Center Drive
Santa Ana, CA 92701
Telephone: (714) 567-5113
Email: Jessica.loy@ocgov.com

30. **Order Dates:** Orders may be placed during the term of the Contract even if delivery may not be made until after the term of the Contract. The Contractor must clearly identify the order date on all invoices to County and the order date must precede the expiration date of the Contract.
31. **Permits and Licenses:** Contractor shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the permitted operation as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor's obligations hereunder, nor shall any approvals or consents given by County as a party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.
32. **Precedence:** Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
33. **Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
34. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County's consent to Contractor's request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

Notwithstanding the foregoing, the parties acknowledge that all transportation services will be provided by Drivers (as defined herein), which operate as independent contractors of Contractor.

County approval of Contractor's use of Drivers shall not be required on a case-by-case basis, provided that Contractor shall ensure that all Drivers meet all requirements set forth in this Contract and in accordance with applicable laws and regulations, which shall include verification of vehicle and driver licensing, criminal background checks, and other screening and verification standards.

35. **Termination – Orderly:** After receipt of a termination notice from County of Orange, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of Contract.
36. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County of Orange, at rates/prices listed in Contract, regardless of quantity requested.
37. **Usage Reports:** As further described in an applicable Product Addendum, Uber may make report(s) available to the County to track its usage data. In the event that such self-serve reports are insufficient, the parties shall work in good faith to create alternative usage report(s) with a mutually agreed upon format and reporting cadence.
38. **Project Manager, County:** The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

Signature Page follows

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

URER TECHNOLOGIES, INC, *

<small>DocuSigned by:</small> 	Josh Butler	GM	5/1/2025
<small>A27801C7ABAC4A5...</small>	Name	Title	Date

<small>DocuSigned by:</small> 	Terra Castaldi	Assoc. General Counsel, Corp Legal	5/1/2025
<small>056E4BE5E94F443...</small>	Name	Title	Date

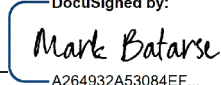
COUNTY OF ORANGE, A political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

		Deputy Purchasing Agent	
Signature	Name	Title	Date

APPROVED AS TO FORM:

County Counsel

By:  _____
A264932A53084EF...
 Deputy

Name: Mark Batarse

Date: 5/2/2025

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

ATTACHMENT A
SCOPE OF WORK

Note: *This contract shall not be used for the transportation of unaccompanied minors or for any services related to medical emergencies. *

I. Background Information:

The County is comprised of 22 departments and over 18,000 employees located throughout the County. The County's core businesses are public safety, public health, environmental protection, regional planning, public assistance, social services, and aviation. The County of Orange may have over 100+ locations/facilities that may require servicing throughout the County. The County of Orange is seeking to partner with a qualified Contractor for Rideshare Transportation Services who can provide exceptional performance and competitive pricing. The County's intent is to obtain Rideshare Transportation Services while maximizing the quality and level of service. The Contractor is to provide Rideshare Transportation Services on an on-going or as needed basis to County Employees and or County clients. County usage will vary depending in departmental needs. Each Department may have different hours of operations; however, all non-urgent deliveries shall be completed within regular County business hours.

II. Contractors Requirements:

1. Contractor must provide access to an on-demand and book-in-advance technology platform across categories such as taxi, private sedan, and shared rides.
2. Contractor must provide a dashboard with visibility into rides at an agency level.
3. Eligible Users may set up their own accounts and their own dashboard administrators, however, the County Procurement Officer or designee must have a central dashboard of all activity of all Eligible Users using this Contract; and
4. Within the Dashboard, the Eligible User's dashboard administrator shall be able to view, add or remove Users, generate reports of User activity, place certain restrictions on Users' activity, and use the Dashboard to request Rides.
5. Contractor must ensure that any rider issues and complaints be resolved in a reasonable and timely manner.
6. Contractor must seamlessly manage invoice and payment at an enterprise level so eligible users can use the service, while it is controlled and invoiced centrally.
7. Contractor shall provide an application with mobile access to designated eligible users to order on-demand transportation services. The contract shall provide iOS and Android apps.
8. All vehicles shall meet all applicable state and local vehicle licensing, safety inspection and insurance requirements.

9. The contractor shall disclose the category of rides, all fees and charges that are applicable such as booking fee, base rate, rate per mile, rate per minute, surge pricing, and cancellation fees. At the time of booking, Contractor must provide a price estimate for the ride before the booking becomes finalized.
10. If the Contractor offers a way to opt-in to “ride-share” (i.e., the End Eligible User's passenger(s) are willing to “ride-share” with one or more strangers so that the Contractor can send one vehicle/driver for two or more requests, traveling in similar directions, at similar times), ride sharing shall never result in a charge that would be higher than the rate the End-user Eligible User would have been charged had they opted-out of ride sharing.
11. Provide commercially reasonable access to reliable, safe, and efficient rideshare transportation services.
12. Ensure timely pickups and drop-offs for passengers.
13. Maintain high standards of customer service and satisfaction.
14. Adhere to all local, state, and federal regulations governing transportation network companies’ services.
15. Utilize technology to optimize routes and minimize travel times.
16. Ensure all drivers are licensed and background-checked according to industry standards.
17. Web portal access
18. 24/7 Customer Support via phone, chat, or email for booking assistance, inquiries, and issue resolution.
19. Real-time GPS tracking
20. Safety Protocols
21. Accommodation for passengers with disabilities as applicable by law.
22. The Contractor shall monitor and resolve any passenger and driver service issues or complaints in a timely manner and upon request, Contractor may provide a report of all aggregated passenger issues submitted into Uber business support to the County of Orange in accordance with its privacy policy and confidentiality obligations.
23. The Contractor shall manage monthly invoicing at an enterprise level for this program to the departments account directly; the County of Orange employees shall not have to pay with their own accounts.
24. The Contractor shall provide usage reports, which include monthly invoices for all participating agencies.
25. The Contractor shall include trip ratings as a part of reportable data.

26. County reserves the right to have sole discretion regarding which person(s) for which they use this contract and when. This may include, but is not limited to, both employees and clients of the County.
27. County reserves the right to order a ride for another person such as, but not limited to, an employee, a client, or other rider as identified by the County. This is sometimes referred to as a “concierge service”.
28. Not all passenger(s) will have a cell phone or other means of communicating with the Contractor / driver. The Contractor shall provide a means for the County to note when a passenger does not have a phone and an alternate contact to be used if the Contractor needs to communicate with the passenger.

III. Rebate program:

Contractor shall provide the following rebate program to the County of Orange. For clarity the rebate program shall only apply to the County of Orange and not to any other entities that may participate under the Cooperative Program.

1. Rebate: Two Percent (2%) of all User Charges on all eligible products for the Term of the Contract. User Charges means the User Charges generated and actually paid by County during the Period in connection with the eligible products and excludes User Charges generated through a third-party software, service, or other platform integrated with the Uber Service through an Uber API or otherwise. User Charges will be determined with reference to information from Uber’s financial systems (which may be denominated in a currency that is different from the currency in which County of Orange is charged). For illustrative purposes only, if County of Orange’s User Charges on all eligible products at the end of the Term is five million dollars (\$5,000,000.00), then the County of Orange will be entitled to a Rebate of one hundred thousand dollars (\$100,000.00).
2. Product Eligibility: The Rebate shall apply to all Uber for Business products utilized under the Contract.
3. Rebate Distribution. Provided all of the Rebate Conditions are met, Uber shall provide County of Orange the Rebate within ninety (90) calendar days of the end of the Term. Uber, at its discretion, shall distribute the Rebate via a credit to the Corporate Account, via ACH electronic transfer, or via another mutually agreed upon payment method, which shall be arranged by the parties at the time of payment. Any Rebate shall be converted (if applicable and in accordance with Uber’s internal policy) to, and be issued in, County of Orange’s home currency (as indicated in the Dashboard). If the Rebate Conditions are not met, Uber shall not be obligated to provide County of Orange the Rebate.
4. Rebate Conditions. Notwithstanding anything to the contrary herein, in order for Uber to provide any Rebate, all of the following conditions (collectively referred to as “Rebate Conditions”) must be met:
 - a. The Contract must be in effect for the entire duration of the Term.
 - b. County of Orange is not receiving and does not have any other existing or active Uber rebates.
 - c. County of Orange is not in breach of any of its obligations under the Contract.

IV. Marketing:

Upon obtaining the County's approval in writing, Uber may reference the County of Orange as a customer or client in public-facing promotional materials, including the use of the County of Orange's Mark. Additionally, the County of Orange agrees to participate in at least one case study to be published by Uber upon request.

V. Onboarding:

- A. Uber shall provide onboarding training introductions to County departments on an as-needed basis.
- B. Upon execution of this contract, County of Orange and Uber shall jointly draft and implement a strategic onboarding plan. County of Orange shall provide introductions to all County departments and Uber shall provide onboarding training introductions to County departments on an as-needed basis.

Communication of Uber's Status to Internal Staff: The County of Orange will notify its staff of Uber's contract status as an option for travel and meals through internal communication channels, including any relevant internal websites.

VI. Mobile Application Features with Uber App:

The contractor's rider app shall allow the passengers to do the following including but not limited to:

1. App contains built in GPS navigation for drivers
2. Assistive technology for riders who are deaf or hard of hearing
3. Wheelchair accessible, pending further scoping on requirements, trip volume minimums, and market availability
4. Enter pickup location and or auto-detect passenger location.
5. Enter a destination.
6. Select their vehicle type from pool of available vehicles;
7. View the general driver information (car make and model, license number)
8. Rate their ride experience
9. Use accessibility features built into the device or operating system;
10. Sign up with County/Department specific email
11. Book a ride in advance
12. Submit complaints.
13. Call customer service and the driver
14. Cancel the ride if needed.
15. The contractor application shall provide electronic receipts automatically to the passengers at the end of the trip.

16. The contractor shall provide a display of the vehicle selected for riding and track that vehicle as it approaches and picks up the rider. The application will continue to display the vehicle as it drives toward the destination.

VII. Coverage Areas (within Orange County):

- | | | |
|----------------------|-------------------|----------------------------|
| 1. Aliso Viejo | 12. Irvine | 23. Orange |
| 2. Anaheim | 13. La Habra | 24. Rancho Santa Margarita |
| 3. Brea | 14. La Palma | 25. San Clemente |
| 4. Buena Park | 15. Laguna Beach | 26. San Juan Capistrano |
| 5. Costa Mesa | 16. Laguna Hills | 27. Santa Ana |
| 6. Cypress | 17. Laguna Niguel | 28. Seal Beach |
| 7. Dana Point | 18. Laguna Woods | 29. Stanton |
| 8. Fountain Valley | 19. Lake Forest | 30. Tustin |
| 9. Fullerton | 20. Los Alamitos | 31. Villa Park |
| 10. Garden Grove | 21. Mission Viejo | 32. Westminster |
| 11. Huntington Beach | 22. Newport Beach | 33. Yorba Linda |

VIII. Motor Vehicle records check/Criminal Background check:

- A. Every US driver undergoes a thorough screening before their first trip.

This includes an MVR check that:

1. Verifies the individual's license status.
2. Reviews their driving history for any violations or crashes.
3. Checks for any driving-related restrictions on their license.
4. Disqualifying violations from the last 7 years include, but are not limited to:
 - a. Driving under the influence.
 - b. Reckless driving.
 - c. Leaving the scene of a crash.

Our process also disqualifies individuals who have been involved in a fatal crash or have been convicted of vehicular homicide or vehicular manslaughter at any time in their driving history.

- B. Criminal background check may include but are not limited to;

If an individual passes the MVR check, they proceed to a criminal background check conducted by an accredited third-party background check C. Drivers are required to provide:

- a. Full Name
- b. date of birth
- c. Social Security number
- d. driver's license number.

IX. Safety Education

Contractor makes available to Uber app users, as subject to change in Contractor's sole discretion, modules partnered with the Governors Highway Safety Association (GHSA) that include the following topics:

1. Speeding
2. Distracted driving
3. Impaired driving
4. Safe pick-ups and drop offs.
5. Occupant protection
6. Sharing road with other users
7. Unsafe driving notifications
8. Sexual Misconduct education

X. Driver Requirements:

1. Driver's License: Drivers must possess a valid California driver's license.
2. Proof of Insurance: Drivers must carry proof of insurance in the vehicle.

XI. Customer service

1. Riders can receive 24/7 trip support as well as assistance on additional support related topics using Uber's in-app help menu.
2. Riders can receive assistance regarding the following:
3. Find lost item.
4. Report safety issue.
5. Provide driver feedback.
6. Get trip help.
7. Critical safety response line
8. Training to be provided to all departments.

XII. Reporting:

1. Monthly Reports: Provide monthly reports detailing service metrics, customer feedback, and any incidents or issues encountered per the request of the department and or program manager.
2. Quarterly Meetings: Conduct quarterly meetings to review performance, discuss improvements, and address any concerns per the request of the department and or program manager.

XIII. U4B Products:

U4B Products (as defined herein) are available on this Contract as further outlined in Attachment C-I attached hereto.

Attachment B
PAYMENT AND COMPENSATION

1. **Compensation:** This is a usage Contract between County and Contractor for Rideshare Transportation Services as set forth in Attachment A, “Scope of Work”.

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the pricing structure specified herein unless authorized by amendment in accordance with Articles C & P of County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

2. **Fees and Charges:** County will pay the fees and charges in accordance with the provisions of this Contract. Payment shall be as follows:

Products and services	Cost to Orange County
Employee trips and meals	Limited to per trip/meal costs
Program implementation	Included at no extra cost
Enterprise features on the Uber app	Included at no extra cost
Administrative support (email, chat, and phone)	Included at no extra cost
Elevated employee (rider) support	Included at no extra cost
Data collection and reporting	Included at no extra cost

3. **Pricing structure:**

4. Pricing structure:

Rider prices are determined by a base fare plus time and distance rates by market. Prices also include a booking fee, which Uber retains, plus any applicable taxes, tolls, surcharges, and fees. In addition, Uber may make route-based pricing adjustments based on patterns in rider demand in order to provide increased balance to the Uber transportation marketplace. The Uber Fees and User Charges under its commercial enterprise dynamic pricing structure for U4B Products charged to the County under this Agreement shall be no greater than the Uber Fees and User Charges under its commercial enterprise dynamic pricing structure for U4B Products charged to other similarly situated Uber customers or clients.

5. **Upfront pricing:**

Riders are shown the cost of their ride in advance—known as an upfront price. Upfront pricing is based on the estimated time and distance of a trip and may vary based on real-world conditions such as traffic. The rider upfront price may change if a rider adds stops, updates their destination, or the route changes significantly. In such events, the rider's final price is re-calculated based on the actual time and distance of the trip.

6. **Decentralized Billing:**

Employees pay for their ride with a County credit card on their business profile. For County clients, a County employee shall book the ride on the clients behalf using their County credit card on their business profile. With decentralized billing, an uber receipt is emailed to the work email address associated with the employee's business profile.

7. **Taxpayer ID Number:** Contractor shall include its taxpayer ID number on all invoices submitted to County for payment to ensure compliance with IRS requirements and to expedite payment processing.

8. **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 County User's trip, or at Uber's sole discretion, according to batched billing, in which Uber will charge County'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**"), unless County participates in Monthly Billing, in which case County shall pay such User Charges pursuant to Section 8 below.

9. **Monthly Billing:** Uber may, in its sole discretion, elect to qualify County to receive, and County 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 County participates in Monthly Billing, Uber will bill County for all User Charges incurred for the applicable U4B Products on a monthly basis (each, a "Monthly Statement"). County shall pay each Monthly Statement in full within thirty (30) days of receipt of such Monthly Statement. County agrees to provide and maintain during the Term in connection with its Corporate Account a valid County credit card number (the "County Card") that may be charged as set forth in the applicable Product Addendum. At the time of the creation of the Corporate Account, County may choose to use either the County Card, ACH, or wire transfer as the method for paying Monthly Statements, provided that payment by County Card may be necessary for amounts less than \$1,000.

10. **Currency:** All User Charges shall be processed in the local currency applicable to the geography of the Authorized User's and/or County 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 Contract or any Product Addendum.

11. **Account Suspension.** Uber reserves the right to immediately suspend County's account and suspend any or all access to an Enterprise Profile by all Authorized Users and/or County Users in the event of any unpaid User Charges or any other charges referenced in the Product Addenda by County. Uber further reserves the right to pursue any and all remedies available to it under applicable law, including reporting County to applicable credit reporting agencies, in the event of any unpaid User Charges or any other charges referenced in the Product Addenda. Reestablishing a County account shall be at Uber's sole discretion. All late payments shall accrue simple interest on the sum due from the date such payment was originally due until the date of actual payment, at 3% per month or the maximum allowed by applicable law.

Attachment C**UBER FOR BUSINESS DASHBOARD ACCESS AGREEMENT**

This Uber for Business Dashboard Access Agreement (“**Agreement**”) is entered into and incorporated by reference to Contract RCA-017-25010002 for Rideshare Transportation Services (“**Contract**”) by and between Uber Technologies, Inc., a Delaware corporation, located at 1515 3rd Street, San Francisco, CA 94158 (“**Uber**”) and the entity listed below (“**County**”).

County Information:

Name:	County of Orange
Address:	400 W. Civic Center Drive Santa Ana, CA 92701
Contact Name:	Jessica Loy, DPA
Contact Email:	Jessica.loy@ocgov.com

The parties agree as follows:

This Agreement sets forth the terms and conditions under which County may establish an Uber for Business corporate account (“**Corporate Account**”), which Uber makes available to County through the Dashboard in connection with one or more U4B Product, as set forth herein. County’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 County’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 County has agreed to the U4B Travel Product Addendum or the Uber Eats Product Addendum.

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

“County 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 “County User(s)” in the Agreement shall apply only if County 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, 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 County 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 County 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 County 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.

2.1 County may elect to utilize one or more Uber for Business products made available by Uber (each, a **“U4B Product”**). County may elect to utilize a U4B Product at any time during the Term, by (i) accepting the relevant additional click-through U4B Product terms for each such U4B Product

within the Dashboard, or (ii) executing a product addendum which includes the relevant additional U4B Product terms for each such U4B Product (in either instance, each a “**Product Addendum**”).

2.2 County’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. See Article I(K), Termination, and Article 2 of Additional Terms and Conditions of Contract.

4. Account Administration.

4.1 County Dashboard and Access to U4B Products. Upon execution of the Agreement, Uber will establish County’s Corporate Account that will enable County 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 County has agreed to utilize through a Product Addendum. Uber’s contact with County shall be by way of any individual representative designated by County as an “administrator” through the Dashboard (“**Administrator**”). In addition to the features described in an applicable Product Addendum, the Dashboard will enable County to (a) access each U4B Product which County 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) County utilizes, without limitation, any Authorized User and/or County 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 County’s credit card information; (f) review and manage payment statements, and (g) settle outstanding balances on the County 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 County as set forth herein.

4.2 Administration. County may appoint additional Administrators at its discretion. County 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. County shall be responsible for all activity that occurs under its Dashboard login credentials.

4.3 Authorized User and Administrator Updates. It is County’s sole responsibility to keep and maintain an accurate list of current Authorized Users or Administrators authorized to bill User Charges to County’s Corporate Account for each separate U4B Product. From time to time, Uber may review County’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 County’s compliance with the Contract.

4.4 Responsibility for User Activity. County agrees that (a) County is solely responsible for all User Charges incurred by Authorized Users, County Users, and Administrators via the Corporate Account, regardless of whether any such User Charge was authorized between County, Authorized Users, County 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, County agrees that Uber shall not be responsible for User Charges incurred by Authorized Users and/or Administrators, after County has attempted removal of such Authorized User or Administrator from the Corporate Account to the extent County provides Uber with incomplete or inaccurate Authorized User or Administrator removal information via the Dashboard.

County shall be responsible for the User Charges incurred due to fraudulent or other unpermitted activity on the part of an Authorized User's, Administrator's, or another third party's use of the Corporate Account to access Uber Services. County shall notify Uber promptly upon discovery of fraudulent or unpermitted activity occurring under County'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.

4.5 Restrictions. County 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 Contract; provided, however, that in the event of a conflict between a Product Addendum and the Contract with respect to County or any Administrator utilizing the Uber Service, the terms of this Product Addendum shall control, followed by the Contract. County 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 Contract.

4.6 Violations. County acknowledges that Uber may suspend or ban any Authorized Users or County Users from use of the Uber Service due to future or past violations of the End User Terms ("**Violations**"), and that Uber shall have no obligation or liability related to any such Authorized User or County User. In the event that Uber suspends or terminates an Authorized User's or County User's Uber Account pursuant to the End User Terms, Uber shall also suspend such Authorized User or County User from utilizing Uber Services under all of the Product Addenda. Furthermore, Uber reserves the right to immediately suspend an Authorized User's or County 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 County's use, and the use by Authorized Users or County Users where applicable, of Uber for Business and the products set forth in any applicable Product Addendum for violations of this Contract or any applicable Product Addendum.

4.7 Territory. This Contract allows County 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.

5 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 Contract 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:

5.1 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.

5.2 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).

5.3 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.

6 Billing. See Attachment B of Contract.

7 Proprietary Rights.

7.1 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.

7.2 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.

7.3 Ownership. See Article 20 of Additional Terms and Conditions of Contract.

7.4 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.

8 Confidentiality.

8.1 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 or records (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, (d) that Disclosing Party provides written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure, or (e) subject to disclosure pursuant to applicable law or judicial order.

8.2 Restrictions. Receiving Party agrees that (a) it will use Confidential Information solely for the purposes permitted under the Agreement, and (b) it will not disclose the Confidential Information to any third party other than Receiving Party's employees or agents who are bound by obligations of

nondisclosure and restricted use at least as strict as those contained herein. For the avoidance of doubt, Linking Data, excluding any such information provided by individual Uber account holders, shall constitute County'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 County.

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

9 Security and Data Transfers.

9.1 Security. Uber shall implement appropriate technical and organizational measures to protect County Personal Data against unauthorized or unlawful processing and against unauthorized loss, destruction, damage, alteration, or disclosure. County 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**"). County shall promptly notify Uber in the event that County 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, County 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 County, and if Uber determines that notices (whether in Uber's or County's name) or other remedial measures are warranted, County shall, at Uber's request and at County's cost and expense, undertake the aforementioned remedial actions.

9.2 Data Transfers. To the extent the Contract 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 County and Uber using the information contained in Exhibit A.

10 Insurance. See Article I(O) of Contract.

11 Warranties; Disclaimer.

11.1 Mutual Warranties. See Article (G) of Contract.

11.2 County Warranties. County represents and warrants that: (a) County has all rights and legally adequate consents, where necessary, to provide Uber with the County Personal Data and any other information provided to Uber hereunder; (b) County will use Uber Personal Data solely for legitimate business purposes including business expense, processing, accounting, and budgeting purposes; (c)

County will only share and provide access to Uber Personal Data to County personnel who have a business need to access such Uber Personal Data; (d) Except as required by law or judicial order, County 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) County will not rent or sell Uber Personal Data for any purpose not authorized by Uber; (f) Except as required by law or judicial order, County will not disclose Uber Personal Data nor disclose Uber's pricing or fares associated with Uber Personal Data to a competitor of Uber; and (g) Uber is not assuming any portion of County's obligations under any federal government contract, subcontract or federal grant.

11.3 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.

12 Indemnification. See Article I(Z) of Contract.

13 Limits of Liability.

13.1 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), AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL UBER OR COUNTY 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 CONTRACT, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF UBER OR COUNTY (OR THEIR AGENTS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND, (B) UNDER THE AGREEMENT FOR ANY DIRECT DAMAGES IN AN AMOUNT EXCEEDING ONE MILLION DOLLARS (\$1,000,000).

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

14 General.

14.1 Entire Agreement. See Article I(B) of Contract.

14.2 Governing Law. See Article I(A) of Contract.

14.3 Affiliates. The parties hereby acknowledge and agree that County and each of its Affiliates may utilize the same Dashboard and any of the services provided under a Product Addendum upon execution of the Contract and the applicable Product Addendum. Any such Affiliate shall be bound by all of the terms and conditions applicable to County under the Contract, and entitled to all rights and protections afforded County under the Contract, provided, however, County 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 Contract and any applicable Product Addendum may be performed by Uber directly, or by any of Uber's Affiliates.

14.4 Notices. See Article 29 of Additional Terms and Conditions of Contract.

14.5 Force Majeure. See Article I(R) of Contract.

14.6 Severability. See Article I(V) of Contract.

14.7 Assignment. See Article I(I) of Contract.

14.8 Attorney's Fees. See Article I(W) of Contract.

14.9 Headings. See Article 27 of Additional Terms and Conditions of Contract.

14.10 Independent Contractor. See Article I(M) of Contract. F

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

14.12 Waiver. See Article I(L) of Contract.

14.13 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.

COUNTY

UBER TECHNOLOGIES, INC

DocuSigned by:

Josh Butler

A27801C7ABAC4A5...

By: _____
Name: Josh Butler
Title: GM
Date: 5/1/2025

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

ATTACHMENT D
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 **County** and Uber Technologies, Inc. (“**Uber**”). The Product Addendum is hereby incorporated by reference into the Contract. Undefined, capitalized terms used herein shall have the meaning ascribed to them in the Contract. This Product Addendum sets forth the terms under which a County may utilize the Dashboard to enable and use U4B Travel. In the event of any conflict between the terms of the Contract 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 County’s Authorized Users to, among other things, request on-demand ground transportation, which an entity can manage through the Dashboard.

2. Provision of Services.

2.1 Access to Services. Upon execution of this Product Addendum, Uber will use commercially reasonable efforts to enable County to access U4B Travel through the Dashboard. In addition to the Dashboard features described in the Agreement, the Dashboard will enable County 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 County has provided to any or all current Authorized Users to an Enterprise Profile. County expressly acknowledges and agrees that any and all transportation services are provided neither by Uber nor by County, but by independent third-party transportation providers.

2.2 County 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 County Card, (ii) a County -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 Contract.

2.3 Uber Account Required. In addition to all County obligations regarding Authorized Users in the County, County 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.

2.4 Enterprise Profile Linking.

2.4.1 Linking Mechanics. To enable a proposed Authorized User to securely establish an Enterprise Profile, County will utilize the Dashboard to maintain the list of Authorized User’s: (a) full name, (b) County -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.

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

2.4.3 Unlinking. County may, at any time, unlink any Authorized User's Uber Account from the Corporate Account through the Dashboard.

3 Privacy and Data Security.

3.1 Roles of Parties. Each party is an independent controller of the Dashboard Data and Linking Data. County will provide Linking Data to Uber, for the provision of the services as described in this Product Addendum. County will only process Dashboard Data for administrative purposes, to manage access control and for activity review purposes. "**County 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. County 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 County 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. County consents to Uber emailing such Authorized Users for the purpose of linking and establishing the Enterprise Profile within the Authorized Users' Uber Account, and County 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 County Personal Data for the purposes described in this Product Addendum. In addition to the data use restrictions set forth in the Agreement, County 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 under this Product Addendum 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, County represents and warrants that County 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 County 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. County hereby grants to Uber the right to use County'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.

ATTACHMENT E
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 **County** and Uber Technologies, Inc. (“**Uber**”). 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 County 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 County 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 County to request rides, or deliveries through Uber Connect when available, on behalf of County’s customers, clients, or other authorized individuals.

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

- 2. Provision of Services to County.**

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

2.2 Active Users; Guest Users; Designated Recipients.

2.1.1. Prior to requesting the Uber Service on behalf of any County User, County shall obtain from the County User and submit to Uber the following information with respect to such County

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 County User SMS and/or in-app messages about the requested service. County shall ensure that all data provided to Uber is accurate and complete, and Uber shall not be liable to County, any County User or any other party with respect to inaccurate or incomplete Company User Data supplied to Uber by Company.

2.1.2. County shall be solely responsible for contacting, or facilitating contact with, any Guest User for whom County 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. County 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 County, any County User, any Designated Recipient, or any other party with respect to inaccurate or incomplete information supplied by County related to any Designated Recipient.

3. Uber Connect Terms.

3.1. Uber Connect Acknowledgements.

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

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

3.2. County Users and Uber Connect. Prior to requesting a delivery through Uber Connect, County 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 County User(s).

3.3. Prohibited Items. County 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. County must ensure that the items are prepared and packaged for safe delivery. County acknowledges that Service Providers shall not be responsible for packaging items.

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

3.4.5. County 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, County agrees to instruct the applicable personnel or County 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 County 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. County understands that Service Providers will not purchase items requested for delivery.

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

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

3.4.10. If County uses Uber Connect to arrange delivery services and send food or beverages not otherwise prohibited by this Product Addendum, County assumes full responsibility for such items after delivery, including any damage due to temperature sensitivity and/or tampering. County 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 County'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. County 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, County 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 County's dropoff instructions, the Service Provider may attempt to arrange for the return of the items to County. County acknowledges and agrees that County 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, County 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 County sends the Service Provider written instruction via the Uber Service, at the delivery location. To the extent feasible and if requested by County, Uber will also attempt to facilitate an exchange of the undelivered items between County and the Service Provider. County acknowledges and agrees that County 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 County 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 County Personal Data and Uber Personal Data. County will provide County Personal Data to Uber, for the provision of the services as described in this Product Addendum. County 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 County Personal Data and Uber Personal Data).

4.4. Data Restrictions.

4.4.1. County Restrictions. County 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 County's personnel who have a legitimate business need to access such Uber Personal Data and the Dashboard. County 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 County Personal Data as necessary to provide the Uber Service or as required under applicable laws or regulations. Uber shall limit access to County Personal Data solely to Uber and its Affiliates' directors, officers, employees, consultants, or agents who have a legitimate business need to access such County 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, County represents and warrants that County will inform and obtain all necessary rights, permission and legally adequate consent from County 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 County and any Designated Recipients with detailed trip or delivery information, including real-time trip status, for the trips or deliveries charged to County's Corporate Account. In addition to the warranties set forth in the Agreement, County represents and warrants that County 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. County acknowledges that it may elect to utilize the Dashboard to request the Uber Service on behalf of, Guest Users. Any such election is at County's sole discretion, and, in addition to County's indemnity obligations under the Agreement, County 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, County'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, County additionally represents and warrants that: (1) all information about the items made available by County 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) County will package food and beverage items separately from potentially harmful products; and (3) if a third party has requested that County include certain items, County will not replace unavailable items with different items without the written consent of the third party.

6.3. County further represents and warrants that it will limit pickup and drop-off locations for deliveries to within the Territory.

7. Use of Uber Central

7.1. To the extent permitted by applicable law, Company shall remain fully responsible for any acts or omissions regarding: (a) the use of Uber Connect by any County User or Designated Recipient; (b) any personal injury or damage to property arising from the items requested by County for delivery; or (c) County's inclusion of a Prohibited Item.

ATTACHMENT F**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 **County** and Uber Technologies, Inc. (“**Uber**”). 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 County 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 County’s Authorized Users with an Uber Account to, among other things, request purchase and delivery of foods, which County can manage through the Dashboard.

2. Provision of Services.

2.1 Access to Services. Upon execution of this Product Addendum, Uber will use commercially reasonable efforts to enable County to access U4B Eats via the Dashboard. In addition to the features described in the Agreement, the Dashboard will enable County 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 County has provided to any or all current Authorized Users to an Enterprise Profile. County expressly acknowledges and agrees that any and all delivery services are provided neither by Uber nor by County, but by independent third-party delivery providers.

2.2 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 County Card, (ii) a County -issued individual payment card, (iii) a personal payment card or, (iv) in Uber’s sole discretion, Monthly Billing. Uber will transmit to County 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.

2.3 Uber Account Required. In addition to all County obligations regarding Authorized Users in the Agreement, County 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.

2.4 Enterprise Profile Linking

2.4.1 Linking Mechanics. To enable a proposed Authorized User to securely establish an Enterprise Profile, County will utilize the Dashboard to maintain the list of Authorized User’s: (a) full name, (b) County -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.

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

2.4.3 Unlinking. County 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. County will provide Linking Data to Uber, for the provision of the services as described in Section 2 of this Product Addendum. County will only process Dashboard Data for administrative purposes, to manage access control and for activity review purposes. "**County 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. County 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 County 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. County consents to Uber emailing such Authorized Users for the purpose of linking and establishing the Enterprise Profile within the Authorized Users' Uber Account, and County 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 County Personal Data for the purposes described in this Product Addendum. In addition to the data use restrictions set forth in the Agreement, County 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 Contract, County represents and warrants that County 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 County with detailed trip information for any use of the Uber Service charged to any such Authorized User's Enterprise Profile.

6 Use of County Logo. County hereby grants to Uber the right to use County's Marks, subject to Section

7.1 of the Contract, in the Uber App to help differentiate an Authorized User's personal profile and Enterprise Profile within such Authorized User's Uber Account.

ATTACHMENT G

**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 **County** and Uber Technologies, Inc. (“**Uber**”). 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 County 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 County 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, 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 County 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 County through the Dashboard that, when validly applied, allows an individual with an active Uber Account to receive a partial or full payment by County for User Charges up to the amount of the applicable Uber Voucher, subject to (a) any utilization requirements and limitations established by County, (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 County. Voucher Recipients are County Users.

2. **Access to Services.** Upon execution of this Product Addendum, Uber will use commercially reasonable efforts to enable County to access Uber Vouchers via the Dashboard. In addition to the features described in the Agreement, the Dashboard will enable County 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. County expressly acknowledges and agrees that any and all transportation and delivery services provided to Voucher Recipients are provided neither by Uber nor by County, but by independent third-party transportation and delivery providers. It is County'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 County 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, County may, via the Dashboard, create Uber Vouchers for County or Uber to distribute to Voucher Recipients. County acknowledges and agrees that it is responsible for all marketing, promotion, and advertising of the Uber Voucher Programs.

4.1.2. Uber Voucher Codes. County 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**"). County 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) County 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, County may limit the number of times such code can be used; provided, however, County must clearly and conspicuously disclose to each Voucher Recipient that use of the code is not guaranteed. County acknowledges and agrees that: (i) a Single Code may be used by individuals (including those who are not the intended Voucher Recipients) County did not intend to target, and County 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 County about such Single Code. Notwithstanding anything to the contrary, County 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) County for Uber's non-fulfillment of the Single Code as a result of usage limitations set by County.

4.1.4. Individualized Codes. For any Uber Voucher Program that utilizes Individualized Codes, County is responsible for the correct delivery of such codes to Voucher Recipients. County acknowledges and agrees that: (i) an Individualized Code may be used by an individual (including someone who is not the intended Voucher Recipients) County did not intend to target, and County 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 County 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) County for Uber's non-fulfillment of the Individualized Code as a result of usage limitations set by County.

4.1.5. Uber Delivered Vouchers. As an alternative to County delivering Uber Vouchers to Voucher Recipients, County 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, County 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 County to Uber, "**County Voucher Recipient Data**"), (ii) obtain all necessary rights, permissions, and legally-adequate consents from any such Voucher Recipients to provide Uber with County 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. County shall ensure that any Voucher Recipient Data County provides to Uber is accurate and complete, and Uber shall not be liable to County, any Voucher Recipient, or any other party with respect to inaccurate or incomplete data supplied by County.

4.2. Uber Voucher Limitations. County shall ensure the maximum aggregate Redemption Value of Uber Vouchers that County 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 County 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. County shall not "white label," bundle, or wrap the Uber Services or Uber Vouchers with County's products or services for resale or otherwise permit third parties to create Uber Vouchers without Uber's prior written consent. County 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 County has violated this "Restrictions of Use" Section.

4.4. Modification or Cancellation of Uber Vouchers. After County creates an Uber Voucher Program, County 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 County shall immediately notify all Voucher Recipients that (i) such Uber Voucher Program is cancelled, and (ii) County, and not Uber, decided to cancel the Uber Voucher Program. Any such notification shall be subject to Uber's prior written approval. County acknowledges and agrees that if County modifies or cancels an Uber Voucher Program: (a) County remains financially responsible to Voucher Recipients who received an Uber Voucher, whether or not the Voucher Recipient used such Uber Voucher before County 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 County about any modification or cancellation issues. Notwithstanding anything to the contrary, County 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 County's modifications to or cancellation of the Uber Voucher Program by County, or (b) County for Uber's non-fulfillment of the Uber Voucher as a result of a modifications to or cancellation of the Uber Voucher Program by County.

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, County shall follow the Uber Voucher Marketing Guidelines and any other marketing guidelines that Uber provides from time to time.

4.5.2. County Delivery and Communication of Uber Vouchers to Voucher Recipients. In the event County is delivering Uber Vouchers to Voucher Recipients, Uber will deliver Uber Vouchers to County in the form of code links that County may deliver to Voucher Recipients. County 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 County (as opposed to Uber); and (d) Uber shall bear no responsibility for County's failure to obtain proper consents or comply with applicable laws when sharing or communicating Uber Vouchers to Voucher Recipients. County 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. County 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 County.

5.2. County 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 County'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. County will comply with the Design Guidelines, including without limitation, all additional directions given by Uber to County 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, County 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 County 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. County 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 Contract, County represents and warrants that: (a) County shall comply with all applicable laws and regulations applicable to the performance of its obligations hereunder; (b) as it relates to County'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, County 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) County is responsible for the full cost of all Uber Vouchers used, whether or not used as intended by Voucher Recipients or others; and (d) County 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 County with detailed trip information, including real-time trip status, for any trips such Voucher Recipient takes using the Uber Voucher created by County.

8. Privacy and Security.

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

8.3. Lawfulness. County 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 County with detailed information on, and real-time trip status of, the rides or meals charged to County'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. County Restrictions. County 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 County's personnel who have a legitimate business need to access such Uber Personal Data and the Dashboard. County 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 County 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. Use of Uber Voucher

- 9.1.** To the extent permitted by applicable law, Company shall remain fully responsible for any acts or omissions regarding: 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 be responsible for any such claims made by such Voucher Recipients.
- 10. Use of County Logo.** County hereby grants to Uber the right to use County'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 County.
- 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.