

UBER VOUCHERS for TRANSIT AGENCIES AGREEMENT

This Uber Vouchers for Transit Agencies Agreement ("**Agreement**") is entered into as of the last signature date stated below ("**Effective Date**") by and between **UBER TECHNOLOGIES, INC.**, located at 1455 Market Street, Suite 400, San Francisco, CA 94103 ("**Uber**") and City of Kyle, located at 100 W. Center Street, Kyle, TX 78640 ("**Agency**").

Agency Contact Information

Agency Contact Name:	Jerry Hendrix
Agency Contact Email and Phone Number:	512-262-3921, jhendrix@cityofkyle.com

Partnership Details

Uber Vouchers for Transit Agencies	Uber will grant partner: <ol style="list-style-type: none">Access to Uber Vouchers for Transit Agencies product Agency will agree to: <ol style="list-style-type: none">Agency and Uber to discuss contractual obligations and minimum volume of Uber Vouchers Agency uses. Parties will add those provisions in the Scope of Work at Exhibit 1.If Agency issues a press release, Agency will provide Uber a quote in the press release highlighting how Agency will be leveraging Uber Vouchers for Transit Agencies
Uber Vouchers for Transit Agencies Services	Uber will provide the following under the Uber Voucher for Transit Agencies relationship: <ol style="list-style-type: none">Enhanced User Experience<ol style="list-style-type: none">Agency access to centralized voucher dashboardVoucher redemption visibility (as available)24/7 Customer ServiceCustom Onboarding & Education<ol style="list-style-type: none">Uber agrees to work with Agency to educate employees on functionalities of Uber Vouchers for Transit AgenciesDedicated onboarding specialist assigned to AgencyAccess to use the Uber for Transit Agencies Voucher Platform<ol style="list-style-type: none"><u>User administration</u> - quickly add or remove authorized users to Agency Account<u>Monthly Billing</u> - bill monthly based on usage<u>Trip History</u> - ability to view and manage Uber Vouchers from within the Agency Dashboard

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In consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following terms:

TERMS AND CONDITIONS

These Uber Vouchers for Transit Agencies Terms and Conditions (the “**Transit Vouchers Terms**”) govern Agency’s use of Uber Vouchers through the Dashboard. The Transit Vouchers Terms, along with the applicable provisions of the Agreement, state the terms under which an Agency may utilize the Dashboard to enable Uber Vouchers.

1. Incorporation. The Transit Vouchers Terms are incorporated into and made a part of the Agreement between Uber and the Agency. Agency’s use of Uber Vouchers is subject to the Transit Vouchers Terms as incorporated into the Agreement.

2. Purpose. This Agreement states the terms on which Uber shall provide Agency with access to (a) Uber’s browser-based online dashboard for “*Uber Vouchers for Transit*” customers (“**Dashboard**”), and (b) the Vouchers for Transit Agencies product (“**Uber Vouchers**”) that will allow Agency to distribute Uber Vouchers in accordance with the terms of this Agreement. Agency agrees to: (i) maintain an “*Uber Vouchers for Transit*” account (“**Corporate Account**”) under the terms and conditions of this Agreement, as may be updated from time to time. Capitalized terms that are not defined herein shall have the meaning ascribed to them in the Uber Developer Terms.

3. Acknowledgment of Authority. The parties acknowledge that they have had the opportunity to consult with their respective attorneys and have had the opportunity to review this Agreement. Therefore, the parties expressly agree that this Agreement shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. The parties executing this Agreement have authority to sign and bind its represented party to this Agreement.

4. Term. This Agreement shall commence on the Effective Date and shall continue for the remainder of the City of Kyle’s fiscal year 2020 (the “**Term**”) and may be extended by mutual agreement of the parties for up to an additional fiscal year (“**Extension Term**”), unless terminated earlier under the termination process provided in this Agreement. Either party shall provide at least thirty (30) days written notice before the expiration of the then-current Term if either party intends not to automatically renew the terms of this Agreement, as applicable under the terms of the Cover Sheet.

5. Termination.

(a) **Termination for Material Breach.** Either party may terminate this Agreement, in whole or in part, for the other party’s material breach as follows:

(i) A notice to cure shall be served by the non-breaching party to the breaching party by certified or registered first class mail and addressed to the breaching party’s address stated below, or any updated address provided to the notifying party during the Term of this Agreement.

(ii) The breaching party shall have thirty (30) days from the date of receipt of this notice to cure the material breach.

(iii) If the breaching party has not cured the material breach within thirty (30) days of receipt of the notice to cure, the non-breaching party may terminate the Agreement by serving the breaching party with a “notice of termination” stating the manner in which the breaching party is in material breach and the effective date of termination.

(b) **Termination for Lack of Appropriated Funds.** The parties acknowledge that Agency’s budget may be subject to annual appropriation and that, in any fiscal year, Agency’s annual appropriation may be less than the budget under the Term of this Agreement. If funds are not available to appropriate for payments due under this Agreement, either party may terminate this Agreement, in whole or in part, as follows:

(i) The notifying party shall, no later than thirty (30) days before the expiration of appropriated funds, serve a written notice of termination to the other party by certified or registered first class mail and addressed to the other party’s address stated below, or any updated address provided to the notifying party during the Term of this Agreement.

(ii) Any unpaid invoices or outstanding balances due to Uber for services performed within 24 hours of Uber's receipt of such termination notification from Agency shall become due and payable within thirty (30) days and shall be subject to Uber's collection process. Uber further reserves the right to pursue any and all remedies available to it under applicable law, including, but not limited to, reporting Agency to applicable credit reporting agencies.

(c) **Termination for Convenience.** Either party may terminate this Agreement, in whole or in part without cause, by providing the other party thirty (30) days advance written notice of termination before terminating the Agreement. Such notice shall be given by certified or registered first class mail and addressed to the other party's address stated below, or any updated address provided to the notifying party during the Term of this Agreement.

(d) **Actual Receipt of Termination Notice.** All such notices of termination will be deemed given upon actual receipt, and approvals will be addressed to the attention of:

If to Uber: Uber Technologies Inc.
1455 Market Street, Suite 400
San Francisco, CA 94103
Attention: Legal - Transactions
Email: transit-legal-us@uber.com

If to Agency: City of Kyle
100 W. Center St
Kyle, TX 78640
Attention: Jerry Hendrix
Email: jhendrix@cityofkyle.com

6. Fees and Payment.

(a) **Utilization Charges.** When an Uber Voucher is redeemed by an Agency User, Uber shall charge the Agency the Utilization Amount of each such Uber Voucher in accordance with Section 6(b) below. If a fare exceeds the Uber Voucher value for an individual transaction, the balance shall be charged to such Agency User's payment method on file in their Active Account.

(b) Billing Options.

(i) **Monthly Billing.** Subject to terms and conditions determined by Uber in its sole discretion, Agency may elect to receive monthly statements (each, a "**Monthly Statement**") for the aggregate Utilization Amount generated from redeemed Uber Vouchers during each calendar month of the Term ("**Monthly Billing**"). Each Monthly Statement shall be paid in full by the Agency no later than thirty (30) calendar days from receipt of such Monthly Statement.

(c) **Payment Procedures.** All undisputed Utilization Amounts under each Monthly Statement shall be paid in full by Agency within thirty (30) days of receipt of such Monthly Statement.

(d) **Certification of Non-Federal Payment Source.** Agency certifies that to the best of its knowledge and belief, no Federal Appropriated Funds will be expended by Agency to pay any Monthly Statement or any form of Non-Monthly Billing generated from redeemed Uber Vouchers.

(e) **Disputed Payments.** If Agency believes that it has been assessed a Utilization Amount it should not have been charged ("**Disputed Charge Event**"), Agency shall notify Uber in writing within seven (7) calendar days of becoming aware of such Disputed Charge Event. The parties shall work in good faith to review the charges within forty-five (45) days of Agency notifying Uber of such Disputed Charge Event. If the parties determine that Uber assessed a Utilization Amount that Agency should not have been charged, Uber shall remove such charge from Agency's account.

(f) **Taxes.** Unless otherwise indicated on an Agency User receipt, all Uber Vouchers are exclusive of applicable taxes, and Agency is responsible for the payment of any such taxes assessed on such Uber Vouchers, including, but not limited to, all sales, use, VAT or similar taxes, except for taxes based on Uber's income. All payments are nonrefundable unless

stated otherwise in this Agreement. Unless expressly agreed otherwise in this Agreement, each party shall be responsible for the costs and expenses associated with its performance under this Agreement.

(g) **Account Suspension.** Unless Agency has notified Uber of a Disputed Charge Event, Uber reserves the right to immediately suspend Agency's Corporate Account and suspend any or all access to Uber Vouchers by Agency Users if the Agency has not timely paid the Utilization Amount due on any past Billing Statements. Uber further reserves the right to pursue any and all remedies available to it under applicable law, including, but not limited to, reporting Agency to applicable credit reporting agencies, for any unpaid Utilization Amount. Reestablishing a deactivated or suspended Agency Corporate Account after full payment of a past due Billing Statement 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 1.5% per month or the maximum allowed by applicable law, whichever is less.

7. Access to Uber Dashboard.

(a) **Agency Dashboard.** Uber shall provide Agency with access to the Dashboard under the Terms of this Agreement. Uber's primary contact with Agency shall be through the individual employee or agent that Agency identifies in writing to Uber ("**Administrator**"). The Dashboard will enable Agency to (a) view and pay Monthly Statements; and (b) view current, appoint new, and remove Administrators. Uber reserves the right to add, remove and update features and functionality of the Dashboard at any time. Subject to Agency's compliance with this Agreement, Uber agrees to use commercially reasonable efforts to provide access to the Dashboard and Uber Vouchers to Agency as stated in this Agreement.

(b) **Administration.** Agency may appoint additional administrators at its discretion. Agency agrees to (a) maintain all Dashboard login credentials in confidence, (b) only permit the lead Administrator and Agency's other authorized administrators to access the Dashboard, and (c) update all information of the lead Administrator and other authorized administrators to ensure that it is current, accurate, and complete. Agency shall be responsible for all activity that occurs under its Dashboard login credentials, including, but not limited to, all Uber Programs, and Uber Vouchers created for Agency use on the Dashboard.

8. Agency User Updates. It is Agency's sole responsibility to keep and maintain an accurate list of current Agency Users authorized to receive and utilize Uber Vouchers.

9. Uber Vouchers.

(a) Creating Uber Programs and Uber Vouchers; Limitations.

(i) An Uber Account Manager will create the Uber Vouchers for Agency to distribute to Agency Users. Such vouchers may only be used where Uber makes Uber Vouchers available to Agency. Agency acknowledges and agrees that it is responsible for all marketing, promotion, and advertising of Agency programs for which Uber Vouchers are created, including but not limited to ensuring that such marketing, promotion, and advertising complies with all applicable laws, rules, regulations and ordinances and does not harm the goodwill or reputation of Uber.

(ii) Agency can choose to either create a Program with: (a) one Uber Voucher to distribute to all Agency Users (a "**Single Code**"); or (b) individualized Uber Vouchers that Agency can distribute to each Agency User, with the following restrictions: limited to one code per person, only redeemable by the first person who redeems the code (an "**Individualized Code**"). Agency acknowledges that Uber cannot prevent an Agency User from sharing a Single Code or an Individualized Code with a non-Agency User, and that Uber cannot disaggregate Agency User transactions from non-Agency User transactions when determining Utilization Amounts. Agency acknowledges and agrees to pay Utilization Amount generated from all redeemed Uber Vouchers under the terms stated in this Agreement up to the Uber Voucher Limit, even in the event that Utilization Amounts are impacted by code sharing or non-intended use.

1) **Single Codes.** For any Program that utilizes a Single Code, Agency may limit the number of times such code can be used; provided, however, that Agency must clearly and conspicuously disclose the material terms and conditions of each Single Code to each Agency User, including that use of the code is not guaranteed. Agency acknowledges and agrees that: (1) a Single Code may be used by consumers that Agency did not intend to target (including non-Agency Users), but Agency will be financially responsible for the number of times the Single Code is used to access Uber Services; and (2) Uber will direct all individuals that try to access a Single Code after Agency reaches the usage limitations to contact Agency. Notwithstanding section 9(a)(ii) above, Agency acknowledges and agrees that Uber will not be liable (i) to Agency Users targeted to receive an Uber

Voucher but unable to use their Single Code, or (ii) to Agency for Uber's non-fulfillment of the Uber Voucher because Agency usage limitations have been reached.

2) **Individualized Codes.** For any Program that utilizes Individualized Codes, it is Agency's responsibility to (1) correctly deliver such codes to Agency Users and (2) to clearly and conspicuously disclose the material terms and conditions of each Individualized Code to each Agency User. Agency acknowledges and agrees that Uber will direct all individuals that try to access an Individualized Code after such Code has expired to contact Agency.

(b) **Uber Voucher Limitations.** Agency shall ensure that the maximum aggregate Redemption Value of Uber Vouchers that Agency has available at any given time during the Term shall not exceed the credit amount authorized by Uber for Agency's Monthly Billing, unless Uber agrees in writing to allow Agency to distribute a different amount of Uber Vouchers. Each Uber Voucher created by Agency shall: (1) expire no later than 30 days after the date that the Agency created the Uber Voucher; (2) have a minimum Redemption Value for each region for which an Uber Voucher was ordered as specified in the Dashboard; (3) be valid for redemption in areas where Uber Vouchers are available until such Uber Voucher expires; and (4) be usable for the Agency User receiving such Uber Voucher (i.e. Agency User cannot be located in New York, New York and have the code only valid for San Francisco, California).

(c) **Restrictions of Use.** Agency cannot use Uber Vouchers with any third-party promotion, agreement, relationship, marketing event, partnership, or any other use case without Uber's prior written consent. Agency agrees it will not apply, or allow to be applied, the Uber Voucher to an Agency User account without first disclosing all of the disclaimers stated in Section 6(e)(iv) below.

(d) **Modification or Cancellation of Uber Vouchers.** After a Program is created, Agency may: (1) update a Program to make the restrictions and/or value more permissive if the Uber Voucher code has not yet been distributed to Agency Users, or (2) cancel a Program, in which case Agency shall immediately notify all affected Agency Users that Agency has cancelled the Program and that Uber is not responsible for the Program cancellation. Agency acknowledges and agrees that if Agency modifies or cancels a Program: (1) Agency remains financially responsible to Agency Users who received an Uber Voucher from Agency, even if the Agency User utilized such Uber Voucher after Agency modified or cancelled the Program; and (2) Agency Users who contact Uber because they are unable to utilize an Uber Voucher code for a modified or cancelled Program will be directed by Uber to contact Agency about any modification or cancellation issues. Agency acknowledges and agrees that Uber will not be liable to: (i) Agency Users who received an Uber Voucher, but were unable to utilize the Uber Voucher following Agency's modifications to or cancellation of the Program, or (ii) Agency for Uber's non-fulfillment of the Uber Voucher as a result of modifications to or cancellation of the Program by Agency.

(e) **Marketing and Messaging Related to Uber Vouchers.**

(i) **Marketing Guidelines.** At all times during the Term, Agency shall follow the marketing guidelines that the parties have agreed to in this Agreement ("**Marketing Guidelines**"), which Uber may update from time to time in its discretion.

(ii) **Approved Use Cases.** Agency agrees to use Uber Vouchers only for the specific purposes of the City of Kyle Ride Share Transportation Program. The program will be available to any individual initiating a ride within the Kyle city limits and ending within the Kyle city limits and not extending past the Kyle city limits for the duration of the ride. During the Term, Agency shall obtain prior written consent from Uber to use Uber Vouchers for any purpose other than the approved use case.

(iii) **Delivery of Uber Vouchers to Agency Users.** Agency will receive Uber Vouchers in the form of code links, that Agency may deliver to Agency Users via email, SMS, social media, online in other digital media, in broadcast media, in print, or OOH, so long as Agency takes down any communication containing the delivery or distribution of an Uber Voucher after such Uber Voucher's expiration date. In the event that Agency delivers Uber Vouchers via email, Agency shall ensure that it is the sole sender of the email as defined by the CAN-SPAM Act and that Uber does not appear as the sender of such email. If Agency delivers Uber Vouchers via SMS, Agency shall ensure that it has affirmative written consent from all Agency Users to send them such messages and will make clear in the message that it is being sent by Agency (as opposed to Uber).

(iv) **Uber Vouchers for Transit Agencies Disclaimer.** Agency shall ensure that its delivery or distribution of an Uber Voucher to an Agency User, or any related communication, shall include a prominent disclaimer notifying the Agency

User that the Uber Voucher: (a) may only be redeemed for rides requested via Uber's mobile application; (b) is subject to an expiration date; (c) is subject to specific, defined geographic restrictions; (d) is subject to a maximum Redemption Value; (e) cannot be redeemed for goods or services outside of the Uber App; (f) value is non-transferrable to other Uber accounts, users, or products once redeemed by an Agency User; (g) value of unused portions will not be transferred to an Agency User for any value or credit; and (h) has no cash value and may not be redeemed for cash, except as required by law. The following is a pre-approved disclaimer for a Single Code voucher:

"Limited Availability. No cash value. Maximum discount of \$[#] per Uber trip. To redeem discount, Uber Voucher code [INSERT LINK] must be applied to Payment section of the Uber app before requesting the first ride to or from [VENUE] [INSERT TIME AND DATE RESTRICTIONS IF APPLICABLE]. Uber Voucher expires [DATE] at [TIME]. Uber Voucher does not apply to tips. Terms subject to change. Limited availability. Issues involving redemption and/or use of the Uber Voucher code should be directed to Agency at [INSERT AGENCY CONTACT INFO]."

For an Individualized Code voucher, Agency should use the pre-approved Single Code voucher disclaimer paragraph above and also add the following disclaimer at the beginning:

"Limited to one code per person. Can only be used by the first person who redeems the code. Non-transferrable."

(f) **Uber Account Required.**

(i) **Active Uber Rider Account Required.** Agency acknowledges and agrees that before an individual can activate an Uber Voucher for access to Uber Services under this Agreement, such proposed Agency User must have an active Uber rider account for Uber Services ("**Rider Account**").

(ii) **Violations.** Agency acknowledges that certain proposed Agency Users may be suspended or banned from use of Uber Services due to violating Uber's End User Terms or Community Guidelines, available at <https://www.uber.com/legal/community-guidelines> (collectively, "**Violations**"), and that Uber is not obligated or liable to a prospective Agency User that is unable to utilize an Agency-generated Uber Voucher due to Violations. If an Agency User's Rider Account is suspended or terminated in accordance with the End User Terms, that Agency User's access to Uber Vouchers shall also be immediately suspended.

(g) **Restrictions.** Agency agrees to use the Corporate Account, and Uber Vouchers, solely as stated in this Agreement. Agency shall not, and shall not authorize others to: (a) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the Uber Voucher, 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 Uber Service or Uber App to any unaffiliated third party, (c) modify or alter any Uber Voucher unless permitted under this Agreement, or (d) otherwise impose any additional fees or charges on an Agency User related to their use of the Uber Vouchers. Uber reserves all rights not granted to Agency or Agency Users under this Agreement.

10. Uber Voucher for Transit Agencies Usage.

(a) Uber Vouchers and the resulting discount codes may be used for personal purposes only by individuals that receive an Uber Voucher via either a Single Code or an Individualized Code.

(b) Agency or Agency Users may not use or resell the Uber Vouchers and resulting discount codes in connection with any marketing, advertising, promotional or other commercial activities, including, without limitation, via websites, Internet advertisements, email, telemarketing, direct mail, newspaper and magazine advertisements, radio and television broadcasts, or otherwise, authorized under the Transit Voucher Terms of this Agreement.

(c) Agency is responsible for lost, stolen, or misused Uber Vouchers and the resulting discount codes or Utilization Charges assessed on Billing Statement.

(d) Uber reserves the right to close or suspend an Agency's or Agency User's account, to adjust balances and/or request alternative forms of payment if Uber determines in its sole discretion that an Uber Voucher is or has been fraudulently obtained or used.

(e) Uber may cease offering the Uber Vouchers for Transit Agencies program at any time and for any reason.

11. Intellectual Property.

(a) **License to Marks; Restrictions.** The term “**Uber Marks**” shall mean the trademarks identified as Uber Marks in Exhibit 2. The term “**Agency Marks**” shall mean the trademarks identified as Agency Marks in Exhibit 2. The term “**Territory**” shall mean the territory identified in Exhibit 2.

(i) Uber hereby grants to Agency, solely during the Term and solely in the Territory, a limited, royalty-free, non-exclusive, non-transferable, non-assignable license, without the right to sublicense, to use and display the Uber Marks only as expressly permitted by Uber in each instance. All use of the Uber Marks by Agency will be in the form and format approved by Uber, and Agency will not otherwise use or modify the Uber Marks without Uber’s prior written consent. All goodwill related to Agency’s use of the Uber Marks shall inure solely to the benefit of Uber. The Uber Marks will at all times remain the exclusive property of Uber. Except as stated in this Agreement, Uber does not, and shall not be deemed to, grant Agency any license or rights under any intellectual property or other proprietary rights. All rights not granted in this Agreement are reserved by Uber.

(ii) Agency hereby grants to Uber, solely during the Term and solely in the Territory, a limited, royalty-free, non-exclusive, non-transferable, non-assignable license, without the right to sublicense, to use and display the Agency Marks only as permitted by Agency in each instance. All use of the Agency Marks by Uber will be in the form and format approved by Agency, and Uber will not otherwise use or modify the Agency Marks without Agency’s prior written consent. All goodwill related to Uber’s use of the Agency Marks shall inure solely to the benefit of Agency. The Agency Marks will at all times remain the exclusive property of Agency. Except as stated in this Agreement, Agency does not, and shall not be deemed to, grant Uber any license or rights under any intellectual property or other proprietary rights. All rights not granted in this Agreement are reserved by Agency.

(iii) **Use of Uber Marks; Guidelines.** Any use by Agency of Uber Marks shall be subject to Uber’s prior written approval, which shall be deemed granted with respect to such uses compliant with the Uber Trademark Usage Guidelines available at <https://developer.uber.com/docs/riders/guides/design-guidelines>, as may be amended from time to time by Uber in its sole discretion (the “**Design Guidelines**”). If Agency uses Uber Marks, Agency will comply with the Design Guidelines, including without limitation, all additional directions given by Uber to Agency as to the content, colors, size, “look and feel” and other elements of any and all representations of Uber’s Marks. Uber reserves the right to immediately suspend Agency’s Corporate Account and suspend any or all access to Uber Vouchers by Agency Users if Uber, in its sole discretion, determines at any time during the Term that Agency breached any of its obligations under this Agreement with respect to authorized usage of Uber Marks.

(b) **No Development.** EACH PARTY ACKNOWLEDGES AND AGREES THAT THERE SHALL BE NO DEVELOPMENT OF TECHNOLOGY, CONTENT, MEDIA OR OTHER INTELLECTUAL PROPERTY BY EITHER PARTY FOR THE OTHER PARTY PURSUANT TO THIS AGREEMENT. Any development activities relating to any technology, content, media or other intellectual property must be the subject of a separate written agreement between Uber and Agency before the commencement of any such activities.

(c) **Inspection of Records.** During the Term of the Agreement, Uber may request in writing that Agency provide Uber all of Agency’s relevant records, marketing materials, and communications (including but not limited to, email and SMS messages that Agency, or any other third party sent to Agency Users in connection with an Uber Voucher) that include the Uber Marks (collectively, the “**Records**”). Agency shall provide the Records to Uber within thirty (30) calendar days of Uber’s request for such documents. If Uber, in its sole discretion, determines that Agency has not met its obligations under the Agreement with respect to authorized usage of Uber Marks, Uber may immediately suspend Agency’s Corporate Account and suspend any or all access to Uber Vouchers by Agency Users and take any additional measures afforded to it by law or under the Agreement. Agency shall preserve all of the documents listed in this paragraph for a period of at least two (2) years from the termination or expiration of the Agreement.

12. Confidentiality.

(a) **Definition of Confidentiality.** The term “Confidential Information” shall mean any confidential or proprietary business, technical or financial information or materials of a party (“**Disclosing Party**”) provided to the other party (“**Receiving Party**”) in connection with the Agreement, whether orally or in physical form, and shall include the terms of the Agreement. However, Confidential Information shall not include information (a) previously known by Receiving Party without an obligation of confidentiality, (b) acquired by Receiving Party from a third party which was not, to Receiving

Party's knowledge, under an obligation of confidentiality, (c) that is or becomes publicly available through no fault of Receiving Party, or (d) that Disclosing Party provides written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

(b) **Restrictions.** Receiving Party agrees that (a) it will use Confidential Information solely for the purposes permitted under this Agreement and (b) it will not disclose the Confidential Information to any third party other than Receiving Party's employees or agents who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein. In the event Receiving Party receives a subpoena, administrative or judicial order, or any other requests for disclosure of any Confidential Information of Disclosing Party, Receiving Party will, give Disclosing Party written notice of such subpoena, order or request at least five (5) days before disclosure, and allow Disclosing Party to assert any available defenses to disclosure.

(c) **Public Records Laws.** Uber acknowledges that Agency is subject to public records disclosure laws. Agency agrees to make diligent efforts to limit disclosure pursuant to any available bases stated in Texas Government Code, Chapter 552 or other applicable law, to notify Uber of such disclosure requirements at least five (5) days before disclosure in accordance with Texas Government Code, Section 552.305, and to allow Uber reasonable opportunity to object to production. If Agency determines the material is not exempt from public disclosure law, Agency will notify Uber in accordance with Texas Government Code, Section 552.305 and allow Uber a reasonable period of time to take whatever action it deems necessary to protect its interests. If Uber does not take any such action in accordance with Texas Government Code, Section 552.305, Agency may release the portions of record(s) deemed by Agency to be subject to disclosure. If Agency is required to release Uber's Confidential Information, it agrees to use any available authorities to redact personal or business Confidential Information from such records to the extent permissible by applicable law and final judgment.

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

(e) **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.

13. Privacy and Data Security.

(a) **Uber Data Restrictions.** Uber's collection and use of Uber Personal Data, including information Uber obtains from individuals to establish an Uber Rider Account, shall be treated by Uber in accordance with the Uber privacy statement, available at www.uber.com/legal/privacy, as may be updated by Uber from time to time. Uber agrees that Agency Personal Data shall be used solely for the authentication, verification, and linking purposes described in this Agreement and for no other purpose. Uber shall limit access to Agency Personal Data solely to Uber personnel who have a legitimate business need to access such Agency Personal Data. Uber will not disclose Agency Personal Data to any third party unless expressly authorized in writing by Agency, except for Uber service providers who have a legitimate business need to access Agency Personal Data to carry out work solely on Uber's behalf and for no other purpose, and who are in each case bound by privacy and security obligations regarding Agency Personal Data that are at least as restrictive as those contained herein.

(b) **Security.** Uber and Agency agree to implement and maintain appropriate technical, physical, and organizational measures to protect the other's personal data against unauthorized or unlawful processing and against unauthorized loss, destruction, damage, alteration, or disclosure, keeping in mind the nature of the information. In the event of a data breach involving the other party's personal data, each party shall notify the other promptly after becoming aware that the data breach involved the other party's personal data. Such notice shall include at least: (1) the nature of the breach of security measures; (2) the types of potentially compromised personal data; (3) the duration and expected consequences of the data breach; and (4) any mitigation or remediation measures taken or planned in response to the data breach. Upon any such discovery, each party will (a) take all reasonable steps to investigate, remediate, and mitigate the effects of the data breach, and (b) provide the other with assurances that such data breach will not recur.

14. Contract Amendment. All changes to the Agreement shall be made in writing through an amendment by mutual agreement. No oral statement or other conduct by either party shall change or modify the Agreement. The Agency may perform an analysis of cost, price or schedule to determine the reasonableness of the proposed change to the Agreement and if Agency is unsatisfied with the proposed change, Agency's sole remedy is to terminate the Agreement and pay Uber for all remaining invoiced amounts.

15. Insurance. Uber agrees to maintain the following insurance coverage with an A.M. Best financial rating of "A-" or better:

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

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

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

(d) The insurance obligations stated here are in addition to those that may be required of Transportation Network Companies by applicable law in Agency's jurisdiction.

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

16. Warranties; Disclaimer; Ownership.

(a) **Mutual Warranties.** Each party hereby represents and warrants that (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder, (b) such party's acceptance of this Agreement, as well as such party's performance of the obligations set forth in this Agreement, does not and will not violate any other agreement to which such party is a party, (c) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin, (d) it shall comply with all applicable laws and regulations applicable to the performance of its obligations hereunder, and (e) such party's Marks as provided by such party pursuant to this Agreement and used in accordance herewith will not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.

(b) **Agency Warranties.** Agency represents and warrants that: (a) as it relates to Agency's activities involving the Uber Vouchers, including but not limited to the Programs, and the marketing, promotion and any other form of communications regarding the Uber Vouchers, Agency will comply with the Design and Marketing Guidelines and all applicable law (including, without limitation, CAN-SPAM and TCPA); (b) Agency is responsible for the full cost of all Uber Vouchers used, whether Single Codes or Individualized Codes, and whether or not used as intended by Agency Users or others; and (c) Agency will comply with Uber's Terms of Use and Community Guidelines and other applicable terms and policies. Agency further represents and warrants that Company has obtained rights, permission and legally adequate consent from Agency Users: (a) to receive SMS messages and other communications from Uber in connection with Uber Vouchers and the Uber Service; and (b) for Uber to provide Agency with detailed trip information for the Uber Voucher that an Agency User has charged to Agency's program.

(c) **Verification under Chapter 2271, Texas Government Code.** For purposes of Chapter 2271 of the Texas Government Code, Uber represents and warrants that, at the time of execution and delivery of this Agreement, neither Uber, nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of the same, boycotts Israel or will boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycotts Israel" and "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled

territory, but does not include an action made for ordinary business purposes. Uber understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Uber and exists to make a profit.

(d) **Verification under Chapter 2252, Texas Government Code.** Uber represents and warrants that, neither Uber, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, if any, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2271.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes Uber and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the same, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Uber understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with Uber and exists to make a profit.

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

(f) **Ownership.** Agency agrees that Uber and its Affiliates are and shall remain the owners of all right, title and interest in and to the Uber Service, Uber App, including any updates, enhancements and new versions thereof, all data related to the use of the Uber Services, and all related documentation and materials provided or made available to Agency or any proposed Agency User or Agency User in connection with this Agreement. All rights not expressly granted are withheld.

17. Indemnification.

(a) To the extent allowed by law, each party (“**Indemnifying Party**”) will indemnify, defend and hold harmless the other party (“**Indemnified Party**”), its directors, officers, employees, agents, successors and assigns against all claims, damages, losses and expenses (including reasonable outside attorney fees) with respect to any third-party claim arising out of or related to: (a) a breach (or claim that, if true, would be a breach) of any of the Indemnifying Party’s representations or warranties in this Agreement, or (b) the infringement of a third party’s intellectual property rights by the Indemnifying Party’s Marks, but only if such Marks have been used by the Indemnified Party in the manner authorized under this Agreement.

(b) Additionally, Agency, as an Indemnifying Party, will, to the extent allowed by law, indemnify, defend and hold harmless Uber, as an Indemnified Party, its Affiliates and their respective directors, officers, employees, agents, successors and assigns against all claims, damages, losses and expenses (including reasonable outside attorney fees) with respect to any third-party claim arising out of or related to Agency’s use and distribution of the Uber Vouchers, including but not limited to Agency’s marketing, advertising, promoting, communicating, or delivering the Uber Voucher to Agency Users in any manner in any media. This means that if Agency Users are unable to redeem their Single or Individualized Codes because the funds attributable to such Codes have already been used, Agency shall, to the extent allowed by law, indemnify Uber for any claims made by such Agency Users.

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

18. Limits of Liability. OTHER THAN EITHER PARTY'S INDEMNIFICATION OBLIGATIONS OR OBLIGATIONS WITH RESPECT TO A BREACH OF CONFIDENTIALITY, (A) IN NO EVENT SHALL UBER OR AGENCY BE LIABLE 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 THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF UBER OR AGENCY (OR THEIR AGENTS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY DIRECT DAMAGES IN AN AMOUNT EXCEEDING ONE HUNDRED THOUSAND DOLLARS (\$100,000).

19. Conflicts of Interest and Non-Competitive Practices

(a) **Conflict of Interest.** By entering into this Agreement, Uber acknowledges and agrees that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, that conflicts in any manner or degree with its obligations under this Agreement. Uber shall not employ any person or agent having any conflict of interest. If Uber becomes aware that it or its agents, employees, or officers acquires such a conflict of interest, it shall immediately disclose such conflict to Agency. Uber acknowledges that Texas Local Government Code Chapter 176 ("*Chapter 176*") requires the disclosure of certain matters by vendors doing business with or proposing to do business with local government entities such as Agency. Uber confirms that it has reviewed Chapter 176 and, if it is required to do so, will complete and return FORM CIQ promulgated by the TEC and available on the TEC website at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf> seven (7) days of the date of submitting this Agreement to Agency or within seven (7) days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

(b) **Contingent Fees and Gratuities.** By entering into this Agreement to perform Work, Uber acknowledges and agrees that:

(i) No persons, except as designated by Uber, shall be employed or retained to solicit or secure this Agreement with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.

(ii) No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Uber or any of its officers, agents, employees or representatives, to any official, member or employee of Agency or other governmental agency with a view toward securing this Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Agreement.

(c) **Disclosure of Current and Former Agency Employees -** To avoid any actual or potential conflict of interest or unethical conduct:

(i) Agency employees or former Agency employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Uber, while employed by Agency or within one (1) year after leaving Agency employment if he/she participated in determining the Work to be done or processes to be followed while an Agency employee.

(ii) At the time of offer, Uber shall identify current or former Agency employees involved in the preparation of proposals or the anticipated Uber obligations under the Agreement. Failure to identify current or former Agency employees involved in this Agreement may result in termination of this Agreement.

(iii) Uber is responsible for notifying Agency's project manager of current or former Agency employees who may become involved in the Agreement any time during the term of the Agreement.

20. Nondiscrimination. During the term of this agreement, Uber shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination.

(a) **Equal Employment Opportunity Efforts.** Uber will undertake equal employment opportunity efforts required by applicable federal, state, or local law to ensure that all employees and applicants are treated without regard to their sex,

race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, or age. As between Uber and Agency, "equal employment opportunity efforts" shall mean active efforts required by applicable federal, state, or local law to ensure equal opportunity in employment that is free from unlawful discrimination.

(b) **Equal Benefits to Employees with Domestic Partners.** Uber shall not discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners during the performance of this Agreement.

(c) **Disability.** Uber will make commercially reasonable efforts to support Agency's obligations under Title II of the Americans with Disabilities Act and section 504 of the Rehabilitation Act of 1973 to ensure that individuals with disabilities are not excluded from, denied the benefits of, or subject to discrimination in the activities carried out under this Agreement. Additional information on Accessibility at Uber is available at <https://accessibility.uber.com/>.

(d) **Accessible Web Content.** The Uber Rider app is certified accessible under the Web Content Accessibility Guidelines 2.0 Level AA Success Criteria (WCAG 2.0). Additional information on Uber's Accessibility Certification is available at <https://accessibility.uber.com/uber-app-accessibility-certification/>.

21. General.

(a) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its choice or conflict of laws provision, and the parties hereby consents to personal and exclusive jurisdiction and venue in the State Courts for the County of Hays, Texas or the United States District Court for the Western District of Texas in the event of any litigation between the parties related to this Agreement.

(b) **Notices.** All notices, requests and approvals required by this Agreement will be in writing and addressed/directed to a party at the address and facsimile (or other electronic method) set forth below, or at such other address of which the notifying party hereafter receives notice in conformity with this section. All such notices, requests, and approvals will be deemed given upon the earlier of receipt of facsimile (or other electronic) transmission during the normal business day or actual receipt thereof. All such notices, requests and approvals will be addressed to the attention of:

If to Uber: Uber Technologies Inc.
1455 Market Street, Suite 400
San Francisco, CA 94103
Attention: Legal - Transactions
Email: transit-legal-us@uber.com

If to Agency: City of Kyle
100 W. Center Street
Kyle, Texas 78640
Attention: Jerry Hendrix
Email: jhendrix@cityofkyle.com

(c) **Survival.** Accrued and outstanding payment obligations shall survive the expiration or termination of this Agreement.

(d) **Force Majeure.** Nonperformance of either party under this Agreement shall be excused to the extent and during the period that performance is rendered impossible by strike, fire, flood, hurricane, earthquakes, other natural disasters, governmental acts or orders or restrictions, failure of suppliers, or contractors, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party.

(e) **Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(f) **Assignment.** This Agreement is not transferable and may not be assigned by either party, in whole or in part, without the prior written consent of the other party, provided that both parties may assign this Agreement without such consent, but with notice to Uber, in connection with a merger or a sale of all of the equity or assets of either party.

Notwithstanding the foregoing, Uber may assign this Agreement to an Affiliate without the prior written consent of Agency. Subject to the foregoing, this Agreement shall be binding upon all successors and assigns of a party.

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

(h) **Headings.** Section headings are for convenience only and shall not be considered in the interpretation of this Agreement.

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

(j) **Interested Party.** Uber acknowledges that Texas Government Code Section 2252.908 ("Section 2252.908") requires disclosure of certain matters by a business entity entering into a contract with a local government entity such as the Agency. Uber confirms that it has reviewed Section 2252.908 and, if it is required to do so, will 1) complete Form 1295 and electronically file it with the Texas Ethics Commission ("TEC"); and 2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the City at the same time Uber executes and submits the Agreement to Agency. Form 1295 is available at the TEC's website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. This Agreement is not effective until the requirements listed above are satisfied and any award of the Agreement by Agency is expressly made contingent upon Uber's compliance with such requirements. The signed Form 1295 may be submitted to Agency in an electronic format.

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

(a) **"Active Account"** means an account of an Agency User that has: (i) been installed or accessed through the Uber App on a compatible mobile device, (ii) registered for and maintained during the Term an active personal user account for the Uber Service, which registration requires the entry of certain personally identifiable information and a personal credit card number, and (iii) confirmed the mobile number provided during the Uber App registration process.

(b) **"Affiliate"** means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest, the majority of the voting rights of such entity, the ability of such entity to ensure that the activities and business of that Affiliate are conducted in accordance with the wishes of that entity or the right to receive the majority of the income of that Affiliate on any distribution by it of all of its income or the majority of its assets on a winding up

(c) **"Agency Personal Data"** means Linking Data provided in connection with this Agreement, excluding any such information provided by individual Uber account holders.

(d) **"Agency User"** shall mean an individual that receives one or more Uber Vouchers.

(e) **"End User Terms"** shall mean the terms and conditions applicable to all users of the Uber Service, available at www.uber.com/legal, as may be updated by Uber from time to time.

(f) **"Federal Appropriated Funds"** means assistance from a Federal executive agency that non-Federal entities receive or administer in the form of grants, loans, contracts, loan guarantees, property, cooperative agreements, direct appropriations, or other arrangement by which a Federal agency provides or otherwise makes available direct assistance, but does not include a tax credit, deduction, or exemption.

(g) **"Personal Data"** means any information Agency obtains from Uber in connection with this Agreement that can reasonably be used to identify an individual, including but not limited to an individual's name together with: (a) request time and date, (b) drop-off time and date, (c) pick-up and drop-off address, (d) trip route, (e) distance, (f) duration, (g) fare amount, (h) service type, (i) trip ID, (j) expense memo, or (k) any other data that may otherwise be considered personal data.

(h) **"Program"** means an event or series of events for which Agency wants to provide Agency Users with an Uber Voucher in order to travel to or from the event using Uber Services.

(i) **"Redemption Value"** shall mean the maximum amount for which an Uber Voucher, whether issued under a Single Code or an Individualized Code, may be utilized by an Agency User to receive a discount on Uber Services under this Agreement.

(j) **“Uber App”** shall mean Uber’s mobile application or mobile website (m.uber.com) required for use of the Uber Service, as may be updated by Uber from time to time.

(k) **“Uber Rider”** means any person who applied to receive Uber Services, or otherwise provided personal information to Uber or its agents or any other entity for purposes of obtaining Uber Services. An individual is considered an Uber Rider regardless of whether that person ultimately purchases any services from Uber.

(l) **“Uber Personal Data”** means any information Uber provides to Agency in connection with this Agreement relating to an identified or identifiable individual or that can reasonably be used to identify an individual, or that may otherwise be considered “Personal Data” under applicable law. For the avoidance of doubt, “Dashboard Data” shall constitute Uber Personal Data.

(m) **“Uber Services”** or **“Services”** shall mean Uber’s technology systems that, when used in conjunction with the Uber App, enables users to request on-demand ground transportation from independent third-party transportation providers.

(n) **“Uber Voucher”** means a discount code generated and paid for by Agency that, when validly applied, allows an individual with an Active Account to receive a partial or full payment of Utilization Charges for Uber Services up to the amount of the applicable Redemption Value, subject to (i) any utilization requirements and limitations established by Agency, (ii) the terms of this Agreement, and (iii) other restrictions and limitations as Uber may determine from time to time that are generally applicable to all discount codes generated by Uber.

(o) **“Utilization Amount”** means the exact dollar amount of an Uber Voucher an Agency User utilized to access Uber Services.

IN WITNESS WHEREOF, Uber and Agency have caused this Agreement to be executed by their duly authorized representatives effective as of the last signature date written below.

UBER TECHNOLOGIES, INC.

City of Kyle

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

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

Exhibit 1

Statement of Work	
Name of program	PiRide
Location of services	City of Kyle, Texas
Background / Purpose	The City of Kyle is partnering with Uber to provide residents of Kyle, Texas greater flexibility and more options for their transportation needs.
Scope / Objective	Subsidized UberX rides will be provided to users that are a part of this program. Riders will be able to request rides in the Uber App with subsidy applied via our Vouchers product. City of Kyle will distribute the voucher link to users through its mobile app and other channels as it seems fit. Once users accept the terms and conditions of the voucher, they will be eligible to start taking subsidized rides for trips that start and end in city limits
Total program budget	\$80,000 program allocation per budget year unless amended.
Deliverables	
Program start date	8/10
Period of performance	Til the end of the City of Kyle's 2020 fiscal year, with an option for a year extension
Products	Uber Transit Vouchers
Vehicle Types Available	UberX
Geographic restrictions	Trips must start and end within the City of Kyle city limits
Days of operation	Seven days a week
Hours of operation	Twenty four hours a day
Subsidy level per trip	Rider pays the first \$3.14 of a trip, with the City of Kyle subsidizing up to \$10 per trip after that.
Additional Subsidy Limitations	No more than 8 trips per month starting and ending in the defined geographic zone
Program distribution	Agency will distribute voucher link to users via its mobile app.
Reporting	
Data reporting	Uber Dashboard Access
Special conditions	n/a

Figure 1. Map of Geographical Restrictions

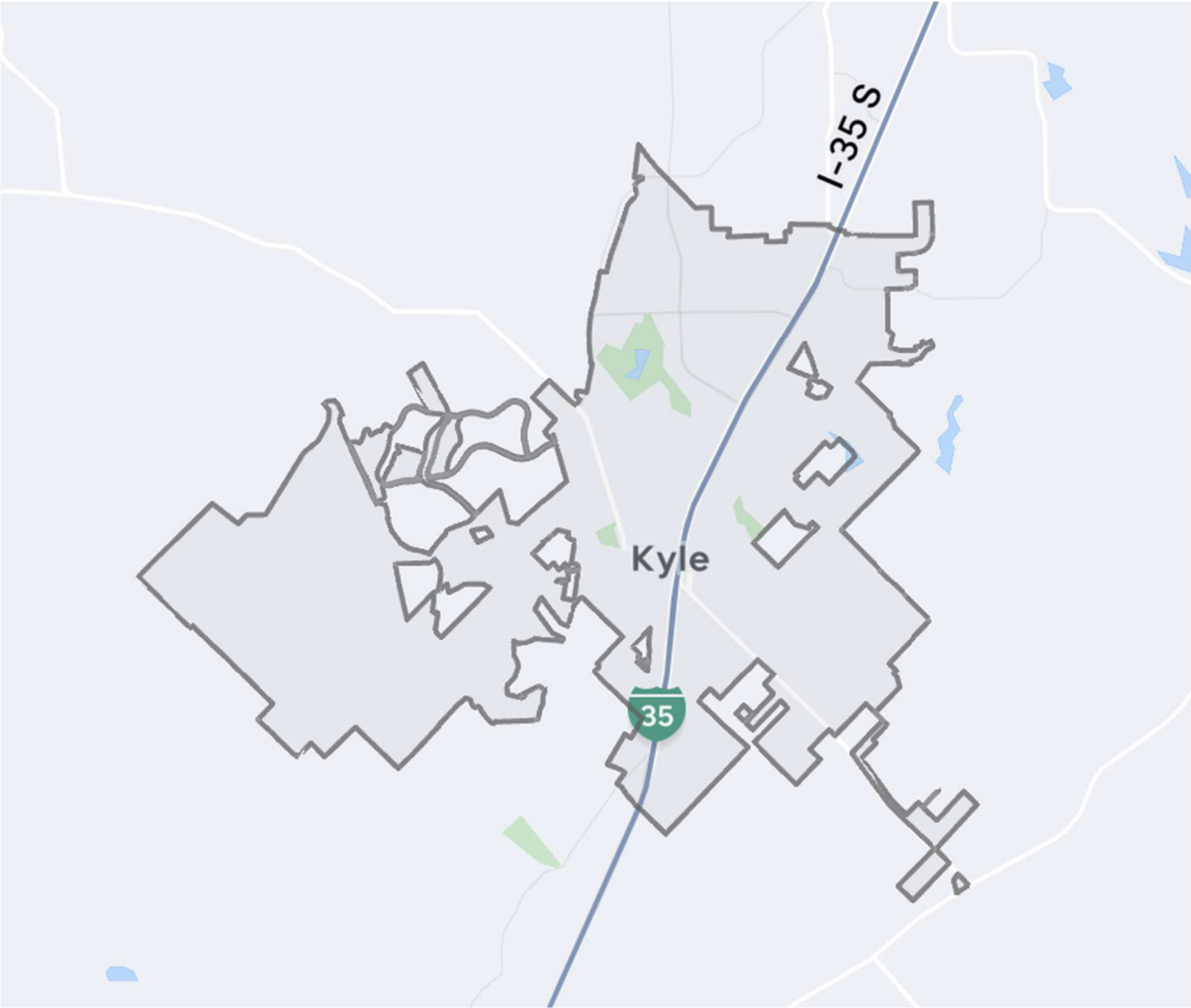


Exhibit 2
Trademarks and Territory

Uber Marks

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

Uber

Agency Marks

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