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May 4, 2020

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: Agreement with Uber Technologies Inc. to provide a mobility on-demand technology platform for the Connect program and future transit voucher program, and sign a Memorandum of Understanding with the Transportation Authority of Marin

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Dear Board Members:

RECOMMENDATION: Authorize General Manager to (1) Execute a two-year agreement with Uber Technologies, Inc. (Uber) for an amount not to exceed \$80,000 to provide an on-demand mobility platform for the Connect same day service starting July 1, 2020; (2) Execute a two-year no fee agreement with Uber Technologies, Inc. (Uber) for access to Vouchers for Transit Agencies; and (3) Sign a Memorandum of Understanding with the Transportation Authority of Marin to formalize an integrated, accessible on-demand transportation program.

SUMMARY: On October 18, 2019, Marin Transit, issued a Request for Proposals for On-Demand Mobility Software in partnership with the Transportation Authority of Marin (TAM). A proposer’s conference was held on November 1, 2019, and proposals were due November 27, 2019. The District received a high level of interest in the bid, and 15 proposals met the submission deadline.

Staff reviewed each proposal and completed an initial scoring and ranking based on the proposal criteria below:

Criteria	Available Points
References / Experience with Similar Agencies	10
Ability to meet Scope of Work	50
Price Proposal	40
TOTAL	100

This process identified five competitive proposals to advance into the second round of evaluation, including an oral interview. In the second round, the review panel consisted of staff from Marin Transit,

TAM, and a non-voting member from the Metropolitan Transportation Commission (MTC). The panel held shortlisted firm interviews between January 6 and 17, 2020. Following these interviews, staff re-scored all shortlisted vendors using the original criteria. The final scoring is shown below. Based on the outcome of this scoring, staff identified Uber Technologies, Inc. as the top firm and began to negotiate the terms of the agreement in Attachment A to this letter.

Vendor	Score
Uber Technologies, Inc.	84
Spare Labs, Inc.	75
Via Mobility, LLC	75
RideCo, Inc.	75
Lyft, Inc.	69
Liftango, Inc.	59
Ecolane USA, Inc.	59
TransLoc	58
Bytemark, Inc.	55
HBSS Connect Corp	50
Routematch Software, Inc.	47
DemandTrans Solutions, Inc.	41
Shotl	36
Mobisoft Infotech, LLC	31
Solyd Transit, Inc.	5

Uber Technologies offered Marin Transit and TAM the ability to seamlessly integrate the existing Connect on-demand service and the first/last mile subsidy program into a single app and provide an integrated user experience. Their proposal also allowed for a significant expansion of the Marin Transit Connect service area to include roughly 2.5-mile radius around SMART stations in Marin. Uber's proposed platform provides the means to include the wheelchair-accessible Connect service within the publicly available Uber app. It also enables the District to control service parameters. These include price, hours of operation, and service area. Based on a user's desired origin and destination, the app will also show available public transit offerings using real-time predictions, and the cost to complete the trip alongside other Uber on-demand services (UberPool, UberX, etc.). The proposal offers the required level of custom reporting and oversight needed for the District and TAM to meet regulatory reporting requirements.

Marin Transit and TAM will each enter into separate agreements with Uber to develop the technology to support this integrated program. The two agencies will then enter into a Memorandum of Understanding (MOU) to formalize elements of the partnership. These include

coordination on program attributes such as pricing, hours of operation, and service area. The MOU requires adequate notice if either partner decides to change their agreement with Uber or the terms and conditions of their scope of services related to the either program. A copy of the MOU is included as Attachment B to this letter.

The Mobility On-Demand Platform Agreement (Attachment A) will replace the current driver and rider app the District is using through its partnership with Via. This agreement includes a monthly fee that allows provides the software that allows the Connect service to be app-based, including rider matching, dispatch tracking, and data reporting.

Also included in this Board request is approval of a Voucher for Transit Agencies Agreement (Attachment C). Like TAM's GET2SMART program with Lyft today, this agreement would allow the District to subsidize non-Connect rides through the Uber app if so desired in the future. Marin Transit requested this task as part of the procurement process to have the option to implement these at a future date. Staff will return to your Board with a separate action and budget adjustment should Marin Transit decide to implement a subsidy voucher program.

FISCAL/STAFFING IMPACT: In the first two years of the agreement, the District expects the annual fee for the software to be \$30,000 based on anticipated service levels (vehicles and hours operated). Staff requests that your Board authorize up to \$40,000 per year for this project to allow for potential expansion and any additional support required. This amount will be incorporated into the FY 2020/21 budget. Previously, Marin Transit paid Nomad Transit LLC. (Via) a rate of \$50,000 per year of mobility on-demand software support after the first year. The initial no fee portion of the VIA agreement expired at the end of June 2019. The Uber platform will save the District approximately \$20,000 per year in technology costs associated with the Connect program.

There is no staffing impact associated with this item.

Respectfully submitted,



Robert Betts
Director of Planning and Operations

Attachments:

Attachment A: Agreement with Uber Technologies for a Mobility On-Demand Platform

Attachment B: Memorandum of Understanding (MOU) with TAM

Attachment C: Agreement with Uber Technologies for Voucher for Transit Agencies Program

UBER MOBILITY ON-DEMAND PLATFORM AGREEMENT

This Uber Mobility On Demand Platform Agreement (the “**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 **MARIN COUNTY TRANSIT DISTRICT**, located at 711 Grand Street, Suite 110, San Rafael, CA 94901 (“**Agency**”).

Agency Contact Information

Agency Contact Name:	Cody Lowe (re: Mobility On-Demand Software)
Agency Contact Email and Phone Number:	clowe@marintransit.org ; (415) 226-0866

Partnership Details

Uber For Transit Agencies	<p>Uber will grant Agency access to the Uber Services, which requires:</p> <ol style="list-style-type: none"> 1. Agency Users download the Uber App and register with Uber (recommended for best user experience, but not required with Uber Central) 2. Agency drivers download the Uber (Driver) App and register with Uber 3. Agency activate an Uber Central account (Agency must open an Uber for Business account) <p>Agency will:</p> <ol style="list-style-type: none"> 1. Comply with the Scope of Work at Exhibit 1 2. If Agency issues a press release, Agency will provide Uber a quote in the press release highlighting how Agency will be leveraging Uber For Transit Agencies
Uber For Transit Agencies Services	<p>Uber will provide the following under the Uber For Transit Agencies Services:</p> <ol style="list-style-type: none"> 1. Enhanced Agency User Experience <ol style="list-style-type: none"> a. Ability to book on demand Marin Transit Connect rides b. Real-time Agency Transit Vehicle tracking c. In-app directions to pick-up stop(s) d. Real-time alert for destination e. Trip ratings f. File support tickets in-app 2. Custom Onboarding & Training <ol style="list-style-type: none"> a. Uber will work with Agency to train employees on functionalities of the Uber Service b. Dedicated onboarding specialist assigned to Agency 3. Access to use the Uber for Transit Agencies Service, which includes: <ol style="list-style-type: none"> a. <u>User Administration</u> - quickly add or remove authorized users to Agency Account b. <u>Monthly Billing</u> – bill monthly based on usage c. <u>Trip History</u> – ability to view and manage at business.uber.com d. <u>Uber Central</u> - ability to request rides on behalf of Agency Users who do not have the Uber App (requires Agency accept additional Uber Central terms) e. <u>Rider Matching</u> - Industry leading shared rides matching algorithm to improve subsidy per ride f. <u>Insights Dashboard</u> - Insights data to better understand rider travel patterns (available at movement.uber.com) g. <u>Fleet Tool</u> - Real-time tracking of Agency’s fleet of transit vehicles and ability to communicate in real-time with fleet driver/operators (available at partners.uber.com) h. <u>Rider Feedback</u> - Real-time rider feedback on quality issues

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

1. Purpose. Agency operates a local transit service in Marin County, California and is seeking a technology solution to support Agency's shared-ride, on-demand transportation service for seniors and those with disabilities. As such, Agency desires to access and utilize the Uber Service; more specifically, Uber's technology platform for Transit Agencies that includes, without limitation, Uber's browser-based online mobility dashboard and fleet manager. As this is strictly an agreement for Uber to license a technological platform to Agency, the parties recognize that, as of the signing date, this Agreement has no connection to Uber's compliance with existing or future state-mandated Wheelchair Accessible Vehicle ("WAV") service requirements, and neither party shall represent there is any connection.

Given the ongoing 19-02-012 rulemaking process, the parties agree to meet and review this term should the rulemaking process result in a determination that would cause either party to believe there actually is a connection between this contract and satisfying Uber's WAV requirements. Neither party shall unreasonably withhold contract modifications that conform to the results of the rulemaking process.

2. Access to Uber Services.

(a) **Business Account and Uber Mobile App.** During the Term of this Agreement: (i) Agency must maintain an Uber business account ("**Business Account**"); (ii) Agency Users must have the Uber App and an Uber Rider account; and (iii) Agency drivers must have the Uber App.

(b) **Agency Administrator Dashboard.** Uber shall provide Agency with access to an Administrator dashboard (the "**Dashboard**") under the Terms of this Agreement and <https://www.uber.com/legal/business/dashboard/en-US/> and <https://www.uber.com/legal/business/ubercentral/en-US/>. 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 (i) view current, appoint new, and remove Administrators; and (ii) view and pay invoices. 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 will use commercially reasonable efforts to provide access to the Dashboard and make the Uber App available during the Term of this Agreement.

(c) **Administration.** Agency may appoint additional administrators at its discretion. Agency must (i) maintain all Dashboard login credentials in confidence, (ii) only permit the lead Administrator and Agency's other authorized administrators to access the Dashboard, and (iii) 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.

(d) **Agency User Updates.** It is Agency's sole responsibility to keep and maintain an accurate list of current Agency Users authorized to access and use the Dashboard.

3. Term. This Agreement commences on the Effective Date and continues for 2 years from July 1, 2020 (the "**Term**") and may be extended by mutual agreement of the parties for an additional 3 year period (each an "**Extension Term**"), unless terminated earlier under the termination process provided in this Agreement. Either party must 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.

4. 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 immediately due and payable 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.** Agency may terminate this Agreement, in whole or in part without cause, by providing Uber thirty (30) days advance written notice of termination before terminating the Agreement. Uber may terminate this Agreement, in whole or in part without cause, by providing Agency one hundred and eighty (180) 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) **Regulatory Approvals and Compliance.** It is a material provision of this Agreement that Agency is solely responsible for all necessary regulatory approvals at the local and state level, including but not limited to the California Public Utilities Commission, for the provision of Uber Services under this Agreement. Uber is entitled to suspend Services under this Agreement until any required approvals are obtained.

(e) **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.
1456 Market Street, Suite 400
San Francisco, CA 94103
Attention: Legal - Transactions

Email: transit-legal-us@uber.com

If to Agency: Marin County Transit District
 711 Grand Street, Suite 110
 San Rafael, CA 94901
 Attention: Cody Lowe
 Email: clowe@marintransit.org

5. Fees and Billing.

(a) **Fees.** Uber has agreed to waive all one-time setup fees as part of this agreement. Pricing includes unlimited users and geographic coverage within Marin County. Monthly charges will be based on the maximum vehicles operated in service during the month as shown in the table below.

# of Vehicles	Unit Cost
1-5	\$2,500/month
6-10	\$3,000/month

\$80 per hour will be assessed for customer support that exceeds 20 hours per month. Uber anticipates that the needed customer success support will be well below 20 hours per month. Note that this fee is for ongoing support and does not include the onboarding process during the first 3 months of a partnership. Uber will notify the Agency once 15 hours of the allotted 20 hours of support are reached. Uber will also notify the Agency before rendering any services that would incur additional costs.

Any hardware devices needed are \$200 per device. Data Service is \$50 per vehicle per month. Per vehicle unit pricing is the same in the first two years of the contract and increases 5% per year in each of the three option years.

Optional Add-On. Uber and Agency shall work together to implement period passes or integrated fare media within the App at no additional cost to the Agency should this functionality become available on the Uber platform.

(b) **Billing.** During the Term of this Agreement, (1) Agency User rides will be paid by Agency Users directly to Agency through the Uber App; and (2) for Agency Users who complete rides scheduled by Agency through Uber Central, Agency is responsible for billing and collecting payment for these rides. All Agency User fares collected by Agency are **“Rider Revenue.”**

(i) **Monthly Billing and Payment Terms.** Uber will bill Agency each month and each monthly invoice must be paid in full by Agency no later than thirty (30) calendar days from receipt of Uber’s invoice.

(ii) **Disputed Payments.** If Agency disputes any invoice amount, Agency shall notify Uber in writing within seven (7) days of receiving Uber’s invoice. The parties will work in good faith to review the charges within forty-five (45) days of Agency notifying Uber of a disputed invoice amount. If the parties determine that Uber invoiced Agency in error, Uber shall remove such charge from Agency’s account.

(c) **Taxes.** Agency is responsible for the payment of all taxes, including, but not limited to, 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 is responsible for the costs and expenses associated with its performance under this Agreement.

(d) **Account Suspension.** Unless Agency has notified Uber of a disputed amount, Uber reserves the right to immediately suspend Agency's Business Account if Agency has not timely paid the fees on any past invoice. 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 fees. Reestablishing a deactivated or suspended Agency Business Account after full payment of a past due invoice 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.

6. Uber For Transit Agencies Program. Uber may cease offering the Uber For Transit Agencies program at any time and for any reason, without liability to Agency.

7. Intellectual Property.

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

(i) Uber 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 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 Business Account and suspend any or all access to the Dashboard 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 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 this 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 this Agreement) 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 this Agreement with respect to authorized usage of Uber Marks, Uber may immediately suspend Agency's Business Account and take any additional measures afforded to it by law or under this 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 this Agreement.

8. Confidentiality.

(a) **Definition of Confidentiality.** The term "**Confidential Information**" means 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 this Agreement, whether orally or in physical form, and includes the terms of this Agreement. Confidential Information does not include information (i) previously known by a Receiving Party without an obligation of confidentiality, (ii) acquired by a Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality, (iii) that is or becomes publicly available through no fault of a Receiving Party, or (iv) that a Disclosing Party provides written permission to a Receiving Party to disclose, but only to the extent of such permitted disclosure.

(b) **Restrictions.** Receiving Party will (i) use Confidential Information solely for the purposes permitted under this Agreement and (ii) 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 may be subject to public records disclosure laws. Agency will make diligent efforts to limit disclosure pursuant to any available bases stated in California or other applicable law, to notify Uber of such disclosure requirements at least five (5) days before disclosure, and to allow Uber reasonable opportunity to object to production. If Agency determines the material is not exempt from public disclosure law, Agency will notify Uber of the request and allow Uber twenty (20) business days to take whatever action it deems necessary to protect its interests. If Uber does not take any such action within said period, Agency may release the portions of record(s) deemed by Agency to be subject to disclosure. If Agency is required to release Uber's Confidential Information, it agrees to use any available authorities to redact personal or business Confidential Information from such records to the extent permissible by applicable law and final judgment.

(d) **Nonpublic Personal Information.** If Agency mistakenly, inadvertently, or inappropriately obtains access to any Personal Data related to the Uber Services 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.

9. 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 will each 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: (i) the nature of the breach of security measures; (ii) the types of potentially compromised personal data; (iii) the duration and expected consequences of the data breach; and (iv) any mitigation or remediation measures taken or planned in response to the data breach. Upon any such discovery, each party will take all reasonable steps to investigate, remediate, and mitigate the effects of the data breach, and provide the other with assurances that such data breach will not recur.

10. Contract Amendment; Conflicting Terms.

(a) 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.

(b) In the event of any inconsistency or conflict between this Agreement and any linked-to terms and conditions, the terms and conditions in this Agreement govern and control.

11. Insurance.

(a) General Liability and Worker's Compensation Each party shall, at its own expense, maintain in effect throughout the Term of this Agreement, Commercial General Liability and, if required by law, Worker's Compensation insurance. The Commercial General Liability insurance policy limits shall be not less than two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, death and property damage liability, and two million dollars (\$2,000,000) in aggregate.

(b) **Automobile Liability.** Agency shall, at its own expense, maintain in effect throughout the Term of this Agreement Commercial Auto Liability insurance for all owned, hired and non-owned vehicles for (1) bodily injury, including death and property damage for limits of one million dollars (US\$1,000,000) each accident combined single limit; (2) excess follow-form coverage for limits of five million dollars (\$5,000,000) per accident (2) uninsured and underinsured motorist coverage for limits at least equal to the statutory required minimum limits required for transit system operators in Alabama; and (3) Personal Injury Protection (or equivalent no-fault coverage) with limits as required by applicable state law (4) Contingent comprehensive and collision insurance with limits of actual cash value, or cost of repair, whichever is less.

(c) **Excess Follow Form Liability** Agency shall, at its own expense, maintain in effect throughout the Term of this Agreement not less than five million dollars (\$5,000,000) of Excess/Umbrella coverage that shall follow form to the Commercial General Liability insurance and the Auto Liability insurance described above.

(d) All policies shall be written by reputable insurance companies with an A.M. Best rating of "A-" or better. Agency agrees to add Uber as an additional insured to the Commercial General Liability and Automobile Liability insurance policies listed above. Such insurance shall be primary and non-contributing to any insurance maintained or obtained by Uber and shall not be cancelled or materially reduced without thirty (30) days prior written notice to Uber. Agency agrees that its insurers issuing those insurance policies identified above shall waive rights of subrogation and indemnity against Uber.

(e) Agency shall provide Uber with a certificate of insurance showing coverage as stated above. In no event shall the limits of any policy be considered as limiting the liability of a party under this Agreement.

12. **Warranties; Disclaimer; Ownership.**

(a) **Mutual Warranties.** Each party represents and warrants that (i) it has full power and authority to enter into this Agreement and perform its obligations hereunder, (ii) 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, (iii) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin, (iv) it shall comply with all applicable laws and regulations applicable to the performance of its obligations hereunder, and (v) 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: (i) as it relates to Agency's activities involving this Agreement and the marketing, promotion and any other form of communications thereof, Agency will comply with the Design and Marketing Guidelines and all applicable law (including, without limitation, CAN-SPAM and TCPA); (ii) Agency drivers will be properly licensed (e.g., CDL, Airbrake + Passenger endorsements), insured, physically fit to drive, and properly trained on the type of passenger vehicle they operate; and (iii) Agency will comply with Uber's Terms of Use and Community Guidelines and other applicable terms and policies. Agency further represents and warrants that Agency has obtained rights, permission and legally adequate consent from Agency Users: (1) to receive SMS messages and

other communications from Uber in connection with the Uber Service; and (2) for Uber to provide Agency with detailed trip information for Agency Users for this Agreement.

(c) **Uber Warranties.** Uber represents and warrants that: (i) Uber will clearly identify and categorize any data requested by an outside agency for regulatory compliance or research purposes regarding Connect service (categorized data to include rides requested or booked through the Uber app when the Connect service is selected); (ii) despite the fact that Agency is paying Uber to implement and support enhanced Wheelchair Accessible Vehicles (WAV) services within their app, Uber will not claim any of these specific charges as Uber investments in their request for offsets (this includes any costs associated with implementing, supporting, or marketing the Connect services.); (iii) Uber shall always expressly mention Marin Transit is the "sponsoring agency" when presenting information or data related to the Connect service (this includes any communications or presentations shared with the public); and (iv) Uber shall always support the District's branding of the program as "Connect powered by Uber" or "Marin Transit Connect powered by Uber."

(d) **Non-Responsibilities.** (i) Agency. Notwithstanding anything to the contrary in this Agreement, Uber's Terms of Use and Community Guidelines, or any other applicable terms or policies, Agency is not responsible for, and will not be held liable by Uber for, any violation of Uber's terms or policies by Agency Users or any other action or inaction of Agency Users. (ii) Uber. Uber is not responsible for the actions, errors, or omissions of Agency's drivers.

(e) **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 UBER SERVICE AND UBER APP WILL MEET AGENCY'S REQUIREMENTS OR THAT THE OPERATION OF THE UBER SERVICE AND UBER APP 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 OR THE UBER APP, AND (B) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. UBER IS NOT A TRANSPORTATION OR LOGISTICS PROVIDER. THE UBER SERVICE IS A TECHNOLOGY SYSTEM THAT ENABLES ACCESS TO REQUEST ON-DEMAND GROUND TRANSPORTATION AND LOGISTICS SERVICES.

(f) **Ownership.**

(i) 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.

(ii) Agency may voluntarily, and from time to time, provide suggestions, proposals, ideas, recommendations or other feedback related exclusively to this Agreement ("**Feedback**"). Feedback, even if designated as confidential by Agency, will not, absent a separate written agreement, create any confidentiality obligation for Uber. Furthermore, except as otherwise provided herein or in a separate subsequent written agreement between the parties, Uber will own all Feedback and is free to use, disclose, reproduce, license or otherwise distribute, and exploit the Feedback provided as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

13. Indemnification.

(a) 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: (i) 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 (ii) 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, during the Term of this Agreement, each Indemnifying Party will indemnify, defend and hold harmless the Indemnified Party and its directors, officers, employees, agents, successors and assigns from and against all third-party claims, damages, loss, costs, expenses, including reasonable attorneys’ fees, and/or liability (collectively, “**Losses**”) for an accident or other occurrence, caused by the negligence of the Indemnifying Party’s employees, contractors, agents or representatives that results in bodily injury or damage to property, real or personal, arising directly or indirectly from or in any way connected with this Agreement; provided the Indemnifying Party shall have no such indemnification obligation when the Losses arise in whole or in part from the Indemnified Party’s own negligence or willful misconduct.

(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.

14. 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).

15. Conflicts of Interest and Non-Competitive Practices.

(a) **Conflict of Interest.** By entering into this Agreement, Uber 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.

(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.

16. 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/>.

17. General.

(a) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its choice or conflict of laws provision, and Agency hereby consents to personal and exclusive jurisdiction and venue in the State Courts for the County of San Francisco, California or the United States District Court for the Northern District of California 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.
1456 Market Street, Suite 400
San Francisco, CA 94103
Attention: Legal - Transit (US)
Email: transit-legal us@uber.com

If to Agency: Marin County Transit District
711 Grand Street, Suite 110
San Rafael, CA 94901
Attention: Cody Lowe
Email: clowe@marintransit.org

(c) **Survival.** Accrued and outstanding payment obligations 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 is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will 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 is 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 remain independent contractors. Neither party is the representative or agent of the other and neither party has any power to assume any obligations on behalf of the other.

(j) **Acknowledgment of Authority.** The parties have had the opportunity to consult with their respective attorneys and have had the opportunity to review this Agreement. As such, 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.

18. Definitions. The following terms used in this Agreement have the meanings set forth below:

(a) **“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

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

(c) **“Agency User”** means an individual Uber Rider who utilizes the Uber Service for transportation on Agency’s transit system.

(d) **“End User Terms”** means 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.

(e) **“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.

(f) **“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: (i) request time and date, (ii) drop-off time and date, (iii) pick-up and drop-off address, (iv) trip route, (v) distance, (vi) duration, (vii) fare amount, (viii) service type, (ix) trip ID, (x) expense memo, or (xi) any other data that may otherwise be considered personal data.

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

(h) **“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.

(i) **“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 constitutes Uber Personal Data.

(j) **“Uber Services”** or **“Services”** means Uber’s technology systems that, when used in conjunction with the Uber Apps, enables users to request on-demand ground transportation from Agency.

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.

MARIN COUNTY TRANSIT DISTRICT

By: _____
Nam: _____
Title: _____
Date: _____

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

EXHIBIT 1

Scope of Work

Uber is excited to partner with Marin Transit to provide our world class on-demand mobility platform to riders. We've spent the past 9 years and over 10 billion passenger trips ensuring our driver-partner, passenger, and dispatching systems are intuitive and efficient to use. This has included 5 years of on-the-ground research and optimization of pooled rides, where Uber has developed and thoroughly vetted our trip batching algorithms to provide shared rides as efficiently and seamlessly as possible.

Uber has been improving these offerings for transit agencies over the past year and we're excited to bring our best-of-class platform to Marin Transit riders. Uber is especially excited to work with a local partner at Marin Transit, where Uber can have a hands-on presence in delivering tools that exceed your staff's and riders' expectations. Here is an overview of our Uber Transit platform that combines our ridesharing platform with the needs of transit riders and administrators.

Platform & Backend System- System Setup



Configurable program set up

- Full-service design consultation
- Support for dynamic route solutions
- Walking and waiting functionality to help increase passengers per revenue hour
- Tools to manage your fleet



Better user experience

- Best in class Rider App and Driver App
- Support for non-smartphone riders
- Ability to include real-time fixed route information for other transit, inside and outside Marin Transit services
- Ability to include other transit fare payments with the Uber App



Real-time data that matters

- Actionable insights into program usage
- Origin / destination trip patterns



Support

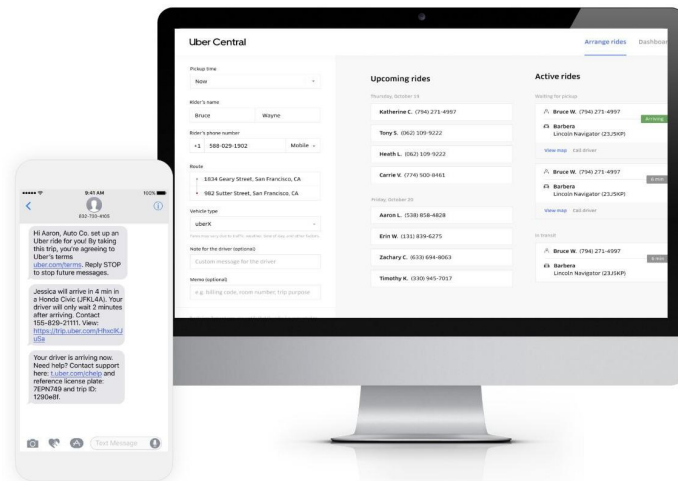
- Dedicated Customer Success Manager
- Transit HQ team at your disposal for support and consultation

Uber Central, for centralized dispatching on behalf of customers

Uber Central is a web-based booking tool that allows your organization to arrange and pay for rides with Uber on behalf of others. Best of all, to arrange a ride Marin Transit will only need a guest name, their mobile phone number, and destination. Plus, the rider won't need the Uber App. Uber Central will let Marin Transit staff request, manage, and pay for rides for others, at scale.

An on-demand ride in minutes

- 🕒 Reliable ride in minutes, at any time on any day
- 📱 Pickup information sent via SMS
- 📍 Real-time progress of active rides



Uber will work with Marin Transit to provide technology to access on-demand and/or advance scheduled services within the designated geographic area. This offering will leverage Uber's proven products that provide access to reliable on-demand rides in over 600 cities across the world.

Currently rides booked on Uber Central are not connected with an account,

information on the trip is sent directly to the rider through SMS and charged to the organization. When the rider is clicking the link to track the driver's location, the Uber App will open if it has been downloaded on the rider's account. With Uber Central, Uber does not yet have functionality to charge the ride to the rider's credit card. However, if Marin Transit have an in-vehicle payment system (eg. cashbox), the rider could be prompted to pay through this process in order to get access to the ride. Another product feature that Uber is currently working on is our "Call-2-Ride" functionality - where riders can book a trip through the Uber call center and this is charged to their rider account. Uber and Marin Transit will continue to work together to implement trip booking for riders without smartphones.

Uber's offering is based on the technology that powers UberPool (our most affordable direct-trip service), our on-demand, shared, curb to curb pick-up service. Uber utilizes location-based (geofencing) technology to limit product services and discounts to users who enter a predefined geographic area or "geofence". Uber will employ this geofencing technology to allow Marin Transit to limit advanced reservation requests to those originating and terminating within the specified boundaries, easily uploaded in GeoJSON format, of the service area. This geofencing technology will empower Marin Transit to change the service boundaries to optimize service to its budget and riders' needs.

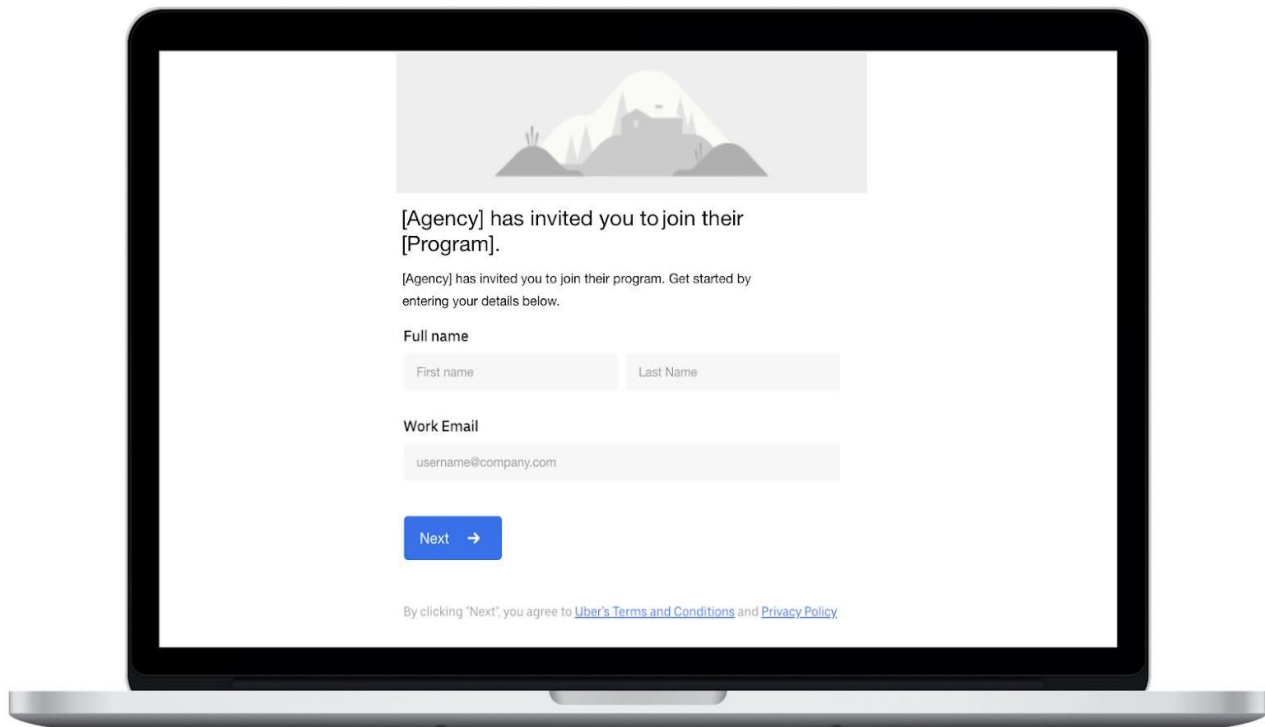
Providing the right fares with rider profiles

Our "Transit Profiles" tool has been specifically tailored to the needs of transit agencies, including agency specified rider types.

For Riders: For Riders: Transit Profiles enables riders to access discounted trips reflecting trip costs for their rider type. Should their trip not meet the program requirements, the discount won't apply. They may also be able to pay a component of the trip cost (i.e. first \$2, then anything over \$40). Marin Transit will be able to control fares based on rider type, and certain riders can be subsidized using Uber Vouchers, which can be geofenced by SMART stations or transit hubs.

Refunds & Tips: Uber can refund rides for trips. Marin Transit would make us aware of a specific trip to refund and Uber would refund the rider. For Marin Transit Connect trips, if Uber has already paid-out the fare to Marin Transit, Uber would simply bill Marin Transit to collect the refund. For Uber Pool subsidies, the cost of the refund would be the responsibility of Marin Transit, unless it aligns with Uber's existing refund policies.

Your Uber Customer Success Manager can also turn tipping on and off on a driver-by-driver basis to ensure tipping is only available if it aligns with your program's goals.



For Agencies: Marin Transit can set up programs aligned to their needs, including setting prices based on eligibility, where and when riders can take Marin Transit Connect trips, and what products they can use. This includes the ability to price the trip on a flat fare for some riders and a distance-based fare for others. They can then check these settings against the data provided to them at both a trip level, and in aggregate. Most settings can be adjusted based on the needs of Marin Transit and their riders. Wait times & walk times can be easily changed. In the example provided, Marin Transit could choose to either allow a 40-minute wait time or to lower the highest available wait time, which would then not show the trip as an option due to the high wait time. Uber’s team will work with Marin Transit to provide an analysis of current demand and the layout of the area to advise Marin Transit on what settings may be preferable, but ultimately those decisions sit with Marin Transit staff.

Future Integrations: Uber’s ability to integrate third-party trips in the Uber App would depend on the software set-up chosen by Marin Transit and the level of resourcing required to deliver on Marin Transit’s needs. For example, setting up an Uber Pool subsidy for a particular area is straightforward, but creating a bespoke API would be resource-intensive. In any event Uber welcomes a conversation with Marin Transit about subsidizing Pool rides in this scenario.

System Setup	
Feature	Uber Solution
Share-ride batching algorithm	Uber’s solution would leverage our proven share-ride matching algorithm to deliver the best possible matching experience, helping Marin Transit get to a minimum of 4 trips per hour.
The need for a web-based administrative console to manage trip reservations and access driver and rider data. An interface to allow call-in reservations to be scheduled in real-time or in advance on a PC is des;	Uber Central is a web-based platform that will allow administrators access to trip reservations, allowing trips to be booked on-demand, or in advance (with a bulk upload feature for recurring trips). In addition, administrators will have access to a fleet management dashboard, where they will have close to real-time visibility of driver information including their current location and status (on-trip, off-trip etc).
The ability to define a service area boundary (a roughly 2-mile radius from each Marin SMART station) that specifies the extent to where and when a rider can book a trip on District operated services; and the ability for the rider to see Marin Transit Connect vehicles within the Uber stack of mobility options	<p>Uber’s Customer Success Team will work with Marin Transit to set up defined “geofences” that set a defined service area boundary that align with your needs. The geofences will restrict trips within that area for District operated services. Connect rides will be available in the entire service area defined by Marin Transit staff if Uber is awarded the contract.</p> <p>Currently Uber Pool rides are available throughout much of the service area, however Novato and areas farther North are not currently served by Uber Pool.</p> <p>The Connect service will display to all riders when a trip is requested within the service area and span. Marin Transit Connect can be displayed alongside our other economy products such as UberX, pool, XL, etc. Once a user chooses a particular product type, that gets promoted toward the top of the list. Currently the product placement is controlled algorithmically to align with rider preferences and as such Uber prefers to not override it.</p>
The ability to automatically calculate and provide an estimated time of arrival (ETA) to rider once trip requests is submitted. After booking, system should continue to calculate and provide updated ETA information to rider	Uber’s offering will automatically calculate ETA information, based on real-time traffic information. Driver ETA is constantly updated on the App, allowing riders to track the drivers’ progress to the pick-up location.

<p>until time of pick-up; and</p>	
<p>The ability to calculate the price of the trip to the rider upon trip request and/or before final trip confirmation is made. System should allow discounts to be applied to price based on factors such as rider type, trip start/end location, or time of day.</p>	<p>Uber’s technology uses “upfront pricing” to ensure that riders can see the price of the trip before completing the request. This includes any relevant discounts that are factored into the price based on the rider, their location, or the time of day.</p>
<p>The ability to price the trip based on a flat fare for some riders and distance-based fares for other trips;</p>	<p>Our team will offer a mix of pricing solutions that are tailored to particular riders or service areas.</p>
<p>The ability to associate a rider with an employer sponsored program and either directly bill employee rides to an employer account or remove payment requirements for employee rides and allow District to invoice employer for employee rides;</p>	<p>Uber is able to associate rider accounts with a business program that enables the business to be billed for trips, or enable the use of Commuter Benefit cards for the program. Within the Uber platform, employer-sponsored programs can be limited by geography, service type, and time of day. This functionality is available both through employer-specific profiles or through vouchers provided through Uber to employees depending on what the desired program looks like.</p>
<p>Ability to adjust back end such as max ETAs, deviation thresholds for shared rides, on street and off-street travel speed settings, and walking thresholds for riders.</p>	<p>In addition to being able to set max ETAs, deviation thresholds, and walking thresholds - our tools will also be able to model changes to these settings before they are made to understand the impact. On street travel speed settings are currently linked to local speed requirements.</p>
<p>The ability to integrate and show other public transit options within the system (including real-time arrivals and location) and include an integrated fare payment for transfer to and/from these services;</p>	<p>Uber has recently launched Transit journey planning in the Uber app. Partnering with Uber for this solution would mean that riders can plan their entire journey in a singular app, with real-time arrival and location information. Currently, fare payments are not integrated but available as an option feature.</p>
<p>The ability to show options for other non-District operated mobility services within the same system and allow booking to these systems and integrated fare payment</p>	<p>As outlined above, transit is available today in the Uber app and is not limited to District operated mobility services.</p>

Customer Smartphone App

Marin Transit Connect riders will be able to use the Uber App, available through iTunes or the Google Play Store, to request trips in real-time. The App allows rider profiles to be created, identifying the special needs and service pricing for the rider, so they receive a personally tailored in-app experience. This in-app experience can include customized branding that shows Marin Transit Connect, with the Marin Transit logo, as a ride option with its agency-set price. The Uber Transit team is also launching a “Make my Train” feature. This feature allows users to schedule their trips to make it to their transit trip on time. Marin Connect would be displayed as an option shown with a Marin Connect or other specified logo alongside other Uber services when the pickup and drop-off locations are within the service area and the request is made during Marin Transit service hours. Some of the Uber App’s additional features are shown below. Uber will work with Marin Transit to configure the service to align with the agency’s preferences. As a part of the public transit system without eligibility restrictions, Uber anticipates Marin Transit will want it visible for all members of the public. If Marin Transit prefers, it would only be visible to those who are registered for the service. Marin Transit would also set the price on this service and retain all fare revenues collected by Marin Transit Connect drivers/services.



On demand booking

- Book at rider’s own convenience
- Book multiple riders
- Pay with credit or debit



Track ETA

- Track shuttles position real-time on a live map
- Know your driver’s name and license plate in advance
- Track estimated arrival time and share your ETA with others



In app directions & alerts

- In-app walking directions to pick up and drop off points
- In-app messaging to communicate with driver-partner as needed
- Real time alert as you approach your destination
- In-app 911 integration for emergency help should Marin Transit need it



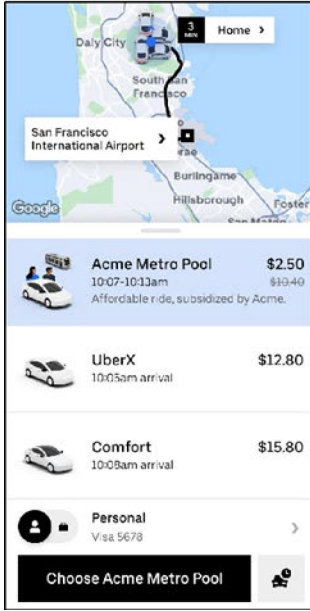
Rating & Support

- Ability to rate your trip and provide feedback
- File support tickets in-app (lost items, driving feedback, etc.)

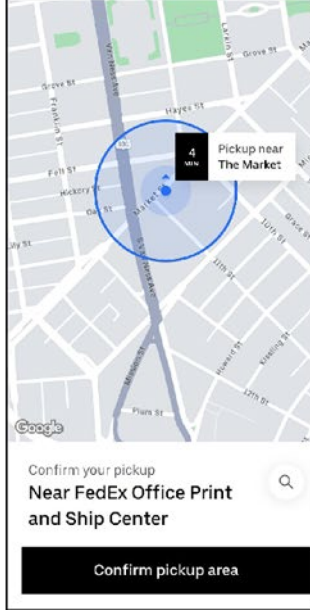
Request & Pick Up

As soon as a rider enters their destination, the App will automatically provide an upfront trip fare, displaying the price under their program after the subsidy is applied. Before completing a trip, request riders can also see the forecasted route and trip duration, letting them know their estimated arrival time - all based on real-time traffic data. Trip requests are automatically confirmed in-app through a notification process. When the rider initially requests a ride, they will receive a prompt letting them know the trip has been booked. When a nearby Marin Transit driver accepts a rider's trip request, the App immediately provides the rider key information on the driver - including their first name, photograph, rating, and license plate number.

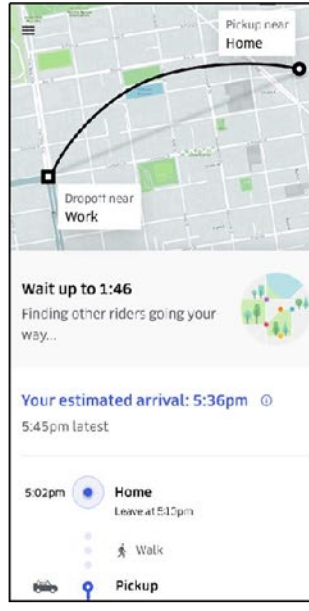
The App also provides the rider with the driver's location, estimated time of arrival, and the ability to track the driver in real time as they make their way to the rider's pick-up location. Riders get a final text notification when the driver is arriving, so they can prepare to meet the driver and begin the trip promptly. Uber will provide Marin Transit with "Uber Central" – our third-party booking dashboard – that will allow trips to be booked on behalf of any riders who do not have a smartphone. These trips can be scheduled ahead of time or booked as an on-demand offering. There is no need to create an account for the rider. An agency coordinator would be able to simply fill in rider's first and last name, phone number, and any special needs at the time of request. Riders can also create their own Uber account via uber.com - and can book their own trips through the web portal m.uber.com without the use of a smartphone.



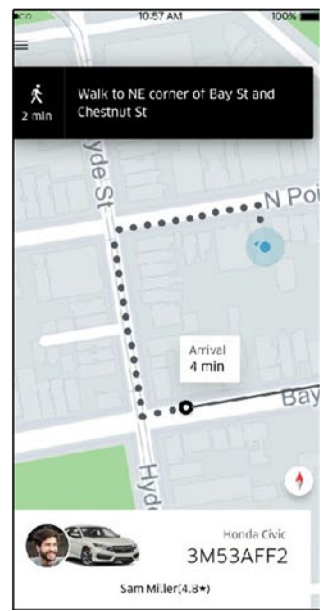
Pool Selection
 This view name and transit image can be customized



Pick up confirmation
 Pickup location is confirmed to provide optimal pickup spot within a block or two



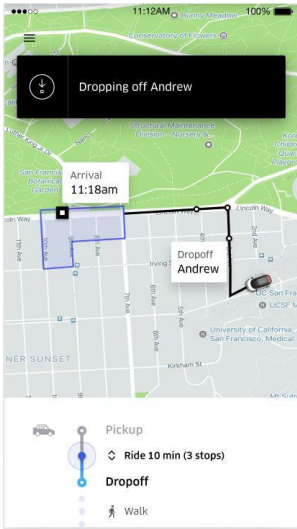
Waiting Screen
 Waiting (configurable) experience to match more riders going in the same direction



Walking directions
 Walking (configurable) directions to pick up spot with driver and vehicle info

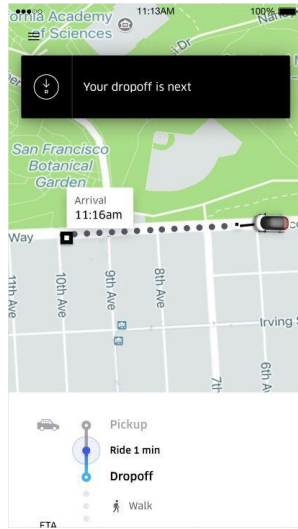
On Trip & Drop Off

When the rider is on-trip, they can track their trip in the Uber App. This includes information on when they are picking up and dropping off other riders along the way. Based on Marin County's program configurations, Uber will also provide passengers with walking directions to their destination. At the end of their trip, riders can provide feedback on their ride, and rate the trip.



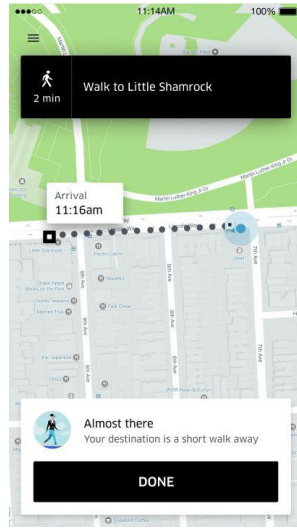
On Trip

Riders can view upcoming next stops and their arrival time



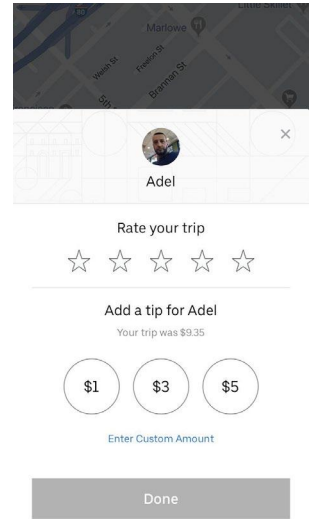
Drop off Notification

Riders are notified once they are next to be dropped off



Walking directions

In app walking directions to their final destination



Rating & Feedback

Riders can provide feedback and reports about the trip

Smart Phone App	
Feature	Uber Solution
Ability request trips in real time for service operated by District vehicles.	Trips are available for request in real-time through the Rider App, the m.uber.com website, or through a third-party call center dispatcher.
Available for download from both Apple iTunes Store and Google Play Store.	The Uber App is available on both stores with 4.7 stars and 4 stars, respectively.
The app should allow a rider profile to be created that identifies special needs of the rider in terms of fare payment, vehicle type, accessibility etc.	Riders can customize their own profile so that they can determine their preferred method of payment, and they can contact their driver with accessibility requirements. For riders who require wheelchair accessible vehicles, Uber will provide specific settings in the app so that they can order vehicles that meet their needs.
The app should allow a rider to indicate payment method, such as a credit card option, cash-payment on-board or other agency-sponsored fare payment options.	The App allows riders to pay with a credit card or pre-loaded Uber Cash in their account. In other markets, Uber has cash payments available, and Uber is excited to partner with Marin Transit to deliver similar functionality to ensure accessibility for those who are unbanked or do not have a smartphone.
The app should allow the user to input various promotional or discount codes that would adjust fares accordingly.	Uber will support discount “vouchers” given to riders by Marin Transit and adjust fares accordingly through our platform.
The app should provide the ability to track vehicle on a map within app and provide service availability forecasting.	The Uber App natively allows riders to track the locations of vehicles on a map and to forecast the amount of time until one is available to pick them up.
The app should provide the ability to give the user updates on their trip and allow other communication to occur, either directly through the app or via SMS messaging.	Within the App, Uber users can see updates to drivers’ locations, the estimated pickup and dropoff times, and exchange messages with drivers and/or administration.
The app can allow for the inclusion of Marin Transit branding	The in-app experience will include customized branding showing Marin Transit Connect, with the Marin Transit logo, as a ride option with its agency-set price.

<p>The app can provide the ability to show customer estimated time of arrival at destination instead of pickup origin. For example, if a rider wants to make a connecting bus or train, the ability to book a ride based on arriving at that station in advance of a specific time</p>	<p>The Uber App natively shows the rider ETA when choosing a mode in the Uber App. The Uber Transit team is also launching a “Make my Train” feature that Uber is in the process of testing now. This allows users to schedule their trips to make it to their transit trip on time.</p>
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Uber can make changes to pickup/drop-off locations and to the underlying base map. Our Maps team is constantly updating base map information through our data partner, TomTom, to accurately reflect closures. They are also currently building out functionality to quickly incorporate driver notification of closures into our base maps that could include input from Marin Transit accounts. Marin Transit Staff can work directly with your Customer Success Manager to adjust pick-up and drop-off locations for UberPool and Marin Transit Connect services and to the underlying base map. Uber can also include site-specific instructions to riders to note pick-up and drop-off conditions eg: sidewalk accessibility.

Optional Add-On Work. Although not included in the base scope of services, Uber is willing to work with Marin Transit to add “period passes” to our platform for unlimited rides in a 1, 7, or 31 day period, which will be a platform specification during setup.

Uber currently integrates public transit routing and ticketing in the Uber app for many cities globally. In addition, Uber recently launched our second transit ticketing city (January 2020). To integrate payment for these trips, Uber needs to further scope this requirement with Marin to determine the level of lift required to implement, but as stated Uber is willing to accommodate this work. Uber can leverage ticketing partner, Masabi, to provide on “off-the-shelf” integration – or explore alternative approaches based on your needs.

Driver App

As part of the solution, Marin Transit will have access to the Uber Driver App.

The Driver App provides drivers with a range of features to support their ability to provide an on-demand service. With a user-friendly design, the Driver App allows drivers to go online with their login credentials to start accepting trips. Once online, trips are then automatically dispatched to drivers. Once a driver accepts a trip, navigation directions and passenger information are provided in-app.

Drivers will be able to be managed by Marin Transit's dispatch center through the Fleet Management Tool. At a high level, the tool provides several functions: **1) Close to real-time monitoring of drivers** – dispatchers will have visibility of all drivers and whether they are on-trip, off-trip or en-route to picking up a passenger. Their contact details are displayed when selected to easily reach a specific driver when needed. **2) Performance information** – data is displayed on important driver metrics such as completion rates, acceptance rates, and fares collected (if relevant). **3) Trip information** - data is displayed on each trip, including pick up and drop off information, the time taken on trip, the distance travelled and the status of the trip (i.e. if it was cancelled or not). **4) Driver information** - this function enables Marin Transit to manage their active driver list and monitor their status in real time.

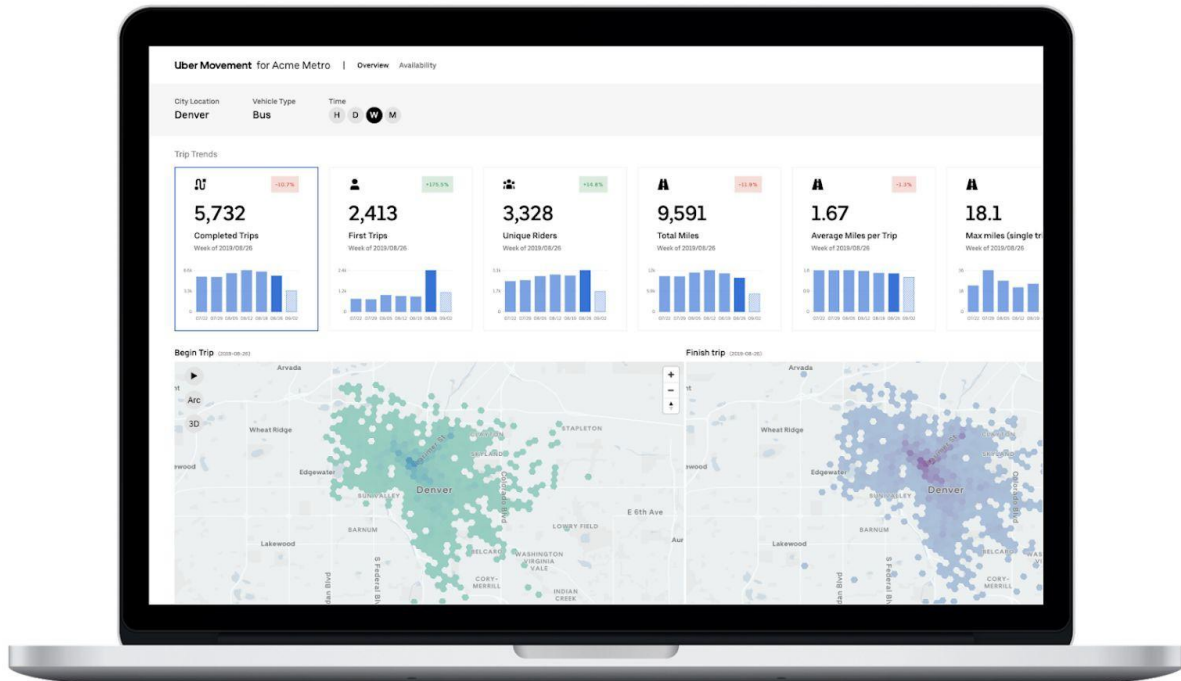
Uber is actively building out this functionality further, so would welcome any feedback around any additional features Marin Transit would like. Although riders cannot be communicated with through this dashboard, Uber does have in-app and email communication tools available for reaching riders.

Notifications are automatically provided to drivers if they are going above the speed limit, or unsafe driving is detected. Once a rider is ready to be picked up, the driver will be able to contact them via message or phone call - and their name is provided to ensure the right person is entering the vehicle.

Driver App	
Feature	Uber Solution
Automatic dispatch of requested trips to Driver App and functionality to allow driver to accept the trip, change/update trip status (Performed/No Show/Cancel), view rider information, and view identified payment method.	Drivers will have all the following features available in the App: <ul style="list-style-type: none"> Automated dispatch: Uber's algorithm will automatically dispatch trips directly to the smartphone or tablet in the vehicle. Accept trip: When a trip is dispatched to the driver, they will have the opportunity to accept the trip. The acceptance rate of the driver will be visible to Marin Transit through the Fleet Management dash. Change / update trip status: Rider information: View identified payment method: our team can set up the program so that the driver is notified should the rider choose to pay with cash.
Audio and visual directions for driver to perform pickup and dropoff for riders.	Feature available.
A user login feature, with user credentials, to be accepted that are associated specifically with Marin Transit. If the system is used by other users, all requests and rides performed by Marin Transit drivers would be treated as a single account for data collection and fare reconciliation purposes.	Feature available.
The ability for drivers to sign in and out of the system and allow the driver to indicate a break period within the app.	Drivers can pause their work session while they take a break, during which trips cannot be dispatched to the driver. This data can be provided to Marin Transit on an agreed upon cadence (e.g. weekly) that indicates total shift length for each driver shift and the amount of time paused during that shift.
The ability for drivers to directly communicate with riders and dispatch.	Feature available.
Driver app can allow drivers and riders to message directly.	Driver App allows drivers to call and message riders through an anonymous messaging service. A selection of pre-drafted messages are available using just "one-touch" (for example: "I'm here" or "On my way") to increase efficiency and safety.

Data & Reporting

Uber is committed to sharing data with Marin Transit to align with your needs. Uber will provide self-service dashboards that will assist with this process, giving Marin Transit access to the data when Marin Transit needs it. Uber regularly provides reports based on our partner’s data needs and will work with Marin Transit to determine what Marin Transit needs, the format that is required, and look to automate the process in future. An example of these dashboards is provided below.



Dashboards will provide information on trips at the aggregate level, during a select time period, and showing trip origins and destinations. The fleet management dashboard view will display aggregate operational information by driver. This information is available to agency staff within the Uber fleet management dashboard. The fleet management tool will provide information of all trips provided, ordered by date and searchable by name, email, or mobile number of the driver. Functionality will include a live map, searchable by driver, showing the current status along with the driver’s location on the map.

Data Collection & Reporting	
Feature	Uber Solution
At a minimum, system captures, stores, and has the ability to report National Transit Database (NTD) required statistics, including, revenue vehicle hours (RVH), revenue vehicle miles (RVM), total vehicle hours (TVH), total vehicle miles (TVM), unlinked passenger trips (UPT or boardings), passenger miles travelled (PMT), and vehicles operated in maximum service (VOMS).	Uber will work with Marin Transit to ensure that all required data is provided at an agreed standard to meet NTD reporting requirements prior to launch. Uber is excited to work with Marin Transit to meet Marin Transit's reporting needs. Ride cancellation information is provided as standard - occupancy rates and VMT data could be provided separately.
Full access to the data associated with trips requested and performed within the platform that are assigned to Marin Transit operated vehicles.	Data will be available either in web-based dashboards, or via reports sent to Marin Transit on agreed cadences. This would be Marin Transit's program, as a result, Uber differentiates between the data Uber shares as a private transportation provider from the data Uber shares in licensing our platform. Dispatchers and administrators of your program would have access to all the data available in our product.
Access to both the raw data and reports through a web-based graphical/dashboard mode and a quick tool for export of tabular source data into a flat file in either/both Excel and/or CSV format.	Uber's data dashboards will permit Marin Transit to view the data via the web, while also having the option to download the file. Any reports will be provided in the format desired by Marin Transit.
Ride Data	
Feature	Uber Solution
Requested location of pick-up and drop-off (nearest intersection or census block group)	This data will be provided to Marin Transit. on an agreed cadence (e.g. monthly).
Actual location of pick-ups and drop-offs (nearest intersection or census block group)	This data will be provided to Marin Transit on an agreed cadence (e.g. monthly).
Trip length (distance and time)	This data will be provided to Marin Transit on an agreed cadence (e.g. monthly).
Price of trip, including any discounts that were applied.	This data will be provided to Marin Transit on an agreed cadence (e.g. monthly).
Requested location of pick-up and drop-off (lat/long or address)	This data will be provided to Marin Transit on an agreed cadence (e.g. monthly) to lat/long coordinates up to 3 decimal points.

Actual location of pick-ups and drop-offs (lat/long or address)	This data will be provided to Marin Transit on an agreed cadence (e.g. monthly) to lat/long coordinates up to 3 decimal points.
Estimated and actual pickup time of trip	This data will be provided to Marin Transit on an agreed cadence (e.g. monthly).
Number of passengers on board	This data will be provided to Marin Transit on an agreed cadence (e.g. monthly).

Driver Data	
<i>Feature</i>	<i>Uber Solution</i>
Start and ends of shifts, including breaks	This data will be provided to Marin Transit on an agreed cadence (e.g. weekly). Break data is currently captured by drivers going “offline” by pausing their shift and break timing would be based on that status in the App.
Total vehicle miles traveled (terminal to terminal)	This data will be provided to Marin Transit on an agreed cadence (e.g. monthly).
Total revenue miles (miles with passengers on board).	This data will be provided to Marin Transit on an agreed cadence (e.g. monthly).
<i>Rider Data</i>	
<i>Feature</i>	<i>Uber Solution</i>
Ride history	Trips will be displayed on the web-based dashboard, showing individual ride level information, with rider personal identifiable information removed.
Payment history, including use of promotional codes	Fares paid at the individual trip level will be shown in the web-based dashboard, including lower prices where a discount has been applied.
Rider profile information	Personally identifiable rider information will not be shown for privacy reasons, unless the trip has been booked on the rider’s behalf and consent has been provided.

Surveying: Uber can send out emails targeted to riders who have taken trips asking them to fill out a survey. Uber can also send marketing messaging to riders both through the App and through emails with approval from Uber marketing and legal teams. There is no additional cost to the agency for these services. Although Uber does not provide partner agencies with user email addresses or phone numbers to protect the privacy of Pool riders, Uber will help spread the word about transit service and get meaningful feedback

To clarify Uber’s level of data sharing capability, Uber has provided the table below to show how Uber proposes to share data based on the type of program. The definitions have been slightly updated from Marin Access riders, general Connect riders, and subsidized riders on Uber Pool to clarify the differences in data sharing capabilities.

	Trips with no subsidy (e.g. regular UberX, no partnership with Marin).	Subsidized riders on Uber Pool services	Riders on Connect services (Uber is SaaS provider only).
Trip level information	No data shared beyond regulatory requirements.	<p>At the trip level for all types of riders on Marin Transit subsidized and/or provided trips Uber can provide the following information in real-time as soon as trips are completed:</p> <ul style="list-style-type: none"> ● Request date ● Request time ● Drop off date ● Drop off time ● Service (e.g. "Voucher UberX" or "Marin Transit Connect") ● Distance (mi) ● Duration (time) ● City ● Pickup location (lat/long down to 3 decimals) ● Dropoff Location (lat/long down to 3 decimals) ● Fare charged to organization ● Program (e.g. "Voucher Campaign Program") ● Expense Memo (if applicable) 	All data outlined under subsidized Uber Pool services in addition to data needed for reporting (which can be provided in a separate report).
Aggregate level information	No data shared beyond regulatory requirements.	<p>At the aggregate level for all types of riders on Marin Transit subsidized and/or provided trips Uber can to provide the following information, grouped by hour, day, week, month, or year and filtered by date range or transit subsidy program, through the agency facing analytics dashboard: Average miles on trip</p> <ul style="list-style-type: none"> ● Total Miles on Trip ● Average Miles on Trip ● Total time on trip ● Average ATA (actual time from request to arrival) ● Average ATD (actual time from pick-up to drop off) ● Peak times (e.g. AM/PM peak) ● # of trips starting in hexes >100m ● # of trips ending in hexes >100m ● Average fare charged to rider ● # of completed trips ● # of first trips ● # of unique riders 	All data outlined under subsidized Uber Pool services in addition to data needed for reporting (which can be provided in a separate report).

Technical Support

Uber looks forward to working with Marin Transit in providing helpful and responsive customer support throughout the life of this contract. This will include training materials that leverage our knowledge from existing transit agency partnerships to streamline use of our Rider App, Driver App, and Uber's service's backend system.

Staff Training

- Uber will kick off staff training with a two-day onsite workshop during which Uber will train drivers, dispatch staff, planners, and management.
- Ideally two or more members of the staff will attend all the training and serve as in-house trainers to any new staff needing to be onboarded to our platform.
- Uber will be happy to provide ongoing training to additional staff over video conference; however, Uber would like to cultivate that expertise on the Marin Transit team to enable in-person training of new staff.
- Ideally all applicable staff would be able to attend the onsite trainings, with approximately 90 minutes of hands-on work with each team split between two days.
- Uber can conduct driver-facing sessions twice to ensure all drivers can attend a session.

Note that as part of signing up to use the driver app, Marin Transit drivers will need to go through Uber's driver background check process. The background check includes a Motor Vehicle Report (MVR) review as well as a criminal background check. There is no credit check involved. Background checks are performed by Checkr, Inc., a third-party background check provider that is accredited by the National Association of Professional Background Screeners. Uber will cover the costs of background checks for current drivers and new drivers following launch. There is no credit check involved. Most background checks take 3-5 business days to complete but can take longer depending on a number of factors such as county courthouse processes.

Once Uber receives your completed background check from Checkr, Uber will use the results to make our decision and inform Marin Transit and the driver of the decision via email. Marin Transit drivers and potential drivers can track their background check status by logging into Checkr's applicant portal.

Drivers must hold a valid U.S. driver's license and have a minimum of one year of licensed driving experience in the U.S. Their driver's license must be active and free of disqualifying restrictions. Major driving violations or a recent history of multiple minor driving violations, including but not limited to no-fault accidents, may result in disqualification.

Subject to and in accordance with state and local law, some types of criminal convictions

such as murder, sexual assault, terrorism-related offenses, and other serious criminal convictions would result in disqualification if they occurred at any time in the driver’s lifetime.

Convictions for felonies, violent crimes, sexual offenses, and registered sex offender status, among other types of criminal records, are also disqualifying. Pending charges for those categories of crimes are also disqualifying, unless and until such charges are resolved in a driver’s favor. Uber will cover the cost of complying with this requirement for Marin Transit drivers.

Support, Access, & Availability

There will be no limit to the number of users able to access the platform on the administrative side in total or concurrently. A maximum of 10 drivers and vehicles will be able to login with the Driver App concurrently under the base agreement, however Uber will make as many driver logins as Marin Transit needs.

Under this agreement, Marin Transit will always have access to the most up-to-date version of these Uber Transit tools at no additional cost. Uber will work with Marin Transit to communicate these changes to help Marin Transit provide excellent service while using our platform. This includes Customer Success support for Marin Transit, available via phone and email during Marin Transit Connect service hours.

Uber will work with Marin Transit to define mutually agreeable system downtime requirements and change notification processes.

Technical Support	
<i>Feature</i>	<i>Uber Solution</i>
Provide training materials on how to use Rider App, Driver App, and the service’s back end system	Materials available today. Leveraging our knowledge from our existing transit agency partnerships, the Uber Transit team will provide Marin Transit with required training and materials on how to use the Apps and dashboards.
Ongoing support services must be provided via phone and/ or email and must be available via phone and/or email and must be available during Marin Transit operating hours and meet District expectations.	Uber Transit’s Customer Success team are available via phone and email to help provide Marin Transit with all the support required to run the program to a high standard.

Timeline

Uber’s timeline below presents a high-level overview of our planned milestones for network setup time, staff training, and any other mobilization tasks beginning after the contract award date.

Uber’s schedule assumes an anticipated award date of late February 2020 as stated in the RFP. In the event of a delay in the award date, Uber will work with the Marin Transit to adjust the project schedule as appropriate.

Action Item	March 2020	April 2020	May 2020	June 2020	July 2020
Launch planning call w/ Marin Transit	■				
Initial requirements definition & work plan	■				
Draft initial marketing and communications plan		■ ■			
Set up the technology for Marin Transit employees for training & testing			■		
Finalize requirements including geofences, pickup/ drop-off zones			■ ■		
Finalize marketing and communications plan / Marin Transit approval				■	
Marin Transit Driver & Administrator Training				■ ■	
Marin Transit Driver & Administrator Testing				■ ■	
Finalize marketing and communications collateral					■
Launch (8 weeks after contract award date - July 2020)					■

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



Agency Marks

<u>Trademark</u>	<u>Description</u>	<u>Territory</u>
Marin Transit Connect	Word mark & logo	United States
Transportation Authority of Marin ("TAM")	Word mark & logo	United States



MEMORANDUM OF UNDERSTANDING
between the
TRANSPORTATION AUTHORITY OF MARIN
and
MARIN COUNTY TRANSIT DISTRICT

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 24TH of April, by and between the Transportation Authority of Marin, hereinafter referred to as "TAM," and Marin County Transit District hereinafter referred to as "MCTD."

RECITALS:

WHEREAS, since September 2017, TAM has provided a pilot program testing first/last mile connections to transit in Marin County; and

WHEREAS, in May 2018, Marin Transit began operations of Marin Transit Connect, a fully accessible on-demand service in northern San Rafael; and

WHEREAS, in October 2019, MCTD and TAM partnered to release a request for proposals for on-demand scheduling software to provide software to operate these programs; and

WHEREAS, TAM and Marin Transit have jointly worked with the selected software provider Uber, to develop a scope of work that meet both agencies program needs; and

WHEREAS, on May 4th, 2020, MCTD board authorized an agreement between MCTD and Uber to provide a pilot on-demand wheelchair accessible service in portions of Marin County; and

WHEREAS, on May 28th, 2020, TAM board authorized an agreement between TAM and Uber to provide a pilot on-demand transit connection in portions of Marin County;

NOW, the parties agree as follows:

General Provisions

- A. TAM and MCTD will continue to partner on management and delivery of these pilot programs, in order to provide high quality transit options in Marin County to support senior mobility and access for disabled riders and first-last mile solutions from major transit stops.
- B. In order to support access for all users, TAM and MCTD have jointly developed a pilot program to use a single technology vendor that integrates both contract requirements into a single on-demand framework with an equivalent level of service for all users, in order to satisfy American With Disability Act requirements.
- C. In the delivery of the respective contracts, modifications to the scope of work may be necessary at any point of the program. TAM and MCTD agree to work cooperatively and provide advance notice to the other party in the following areas:
 - a. Service areas/hours of service
 - b. Fare structure
 - c. Transit station locations for subsidy pricing
 - d. Promotion and marketing
 - e. Call center support and ride dispatch
- D. TAM and MCTD agree to use both parties logos on all marketing materials and outreach materials.

- E. TAM and MCTD will also coordinate on the termination of the pilot program, providing advanced notice as feasible on the termination of services under the pilot and coordinating on future phases or iterations of the program.
- F. The term of the MOU shall be from the date first specified above, continuing indefinitely until terminated by either party. Any party may terminate the MOU by providing written notice to the other party at any time.
- G. This MOU does not constitute an authorization of funding. All obligations under this MOU are subject to the appropriation of resources by their respective governing bodies.
- H. The MOU may be amended from time to time with written consent of the parties.

TRANSPORTATION AUTHORITY OF MARIN:

MARIN COUNTY TRANSIT DISTRICT

By: _____
Anne Richman, Executive Director

By: _____
Nancy Whelan, General Manager

**UBER VOUCHERS for TRANSIT
AGENCIES AGREEMENT**

This Uber Vouchers for Transit Agencies Agreement (“**Agreement**”) is entered into as of the last signature date stated of July 1, 2020 (“**Effective Date**”) by and between **RASIER, LLC**, a wholly-owned subsidiary of Uber Technologies, Inc., located at 1455 Market Street, Suite 400, San Francisco, CA 94103 (“**Uber**”) and **MARIN COUNTY TRANSIT DISTRICT**, located at 711 Grand Street, Suite 110, San Rafael, CA 94901 (“**Agency**”).

Agency Contact Information

Agency Contact Name:	Cody Lowe
Agency Contact Email and Phone Number:	clowe@marintransit.org / (415) 226-0866

Partnership Details

Uber Vouchers for Transit Agencies Obligations	<p>Uber will grant Agency access to the Uber Vouchers for Transit Agencies product.</p> <p>Agency will:</p> <ol style="list-style-type: none"> 1) 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, which will be agreed upon at a future date during the Term of the contract.] 2) 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	<p>Uber will provide the following under the Uber Voucher for Transit Agencies relationship:</p> <ol style="list-style-type: none"> 1. Enhanced User Experience <ol style="list-style-type: none"> a. Agency access to centralized voucher dashboard b. Voucher redemption visibility (as available) c. 24/7 Customer Service 2. Custom Onboarding & Education <ol style="list-style-type: none"> a. Uber will work with Agency to educate employees on functionalities of Uber Vouchers for Transit Agencies b. Dedicated onboarding specialist assigned to Agency 3. Access to use the Uber for Transit Agencies Voucher Platform <ol style="list-style-type: none"> a. <u>User administration</u> - quickly add or remove authorized users to Agency Account b. <u>Monthly Billing</u> – bill monthly based on usage c. <u>Trip History</u> – ability to view and manage Uber Vouchers from within the Agency Dashboard

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 Voucher 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 Voucher 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 Voucher 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 July 1, 2020 and shall continue for 2 years (the “**Term**”) and may be extended by mutual agreement of the parties for [3 years periods] (“**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 immediately due and payable 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.** Agency may terminate this Agreement, in whole or in part without cause, by providing Uber thirty (30) days advance written notice of termination before terminating the Agreement. Uber may terminate this Agreement, in whole or in part without cause, by providing Agency one hundred and eighty (180) 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) **Regulatory Approvals and Compliance.** It is a material provision of this Agreement that Agency is solely responsible for all necessary regulatory approvals at the local and state level, including but not limited to the California Public Utilities Commission, for the provision of Uber Services under this Agreement. Uber is entitled to suspend Services under this Agreement until any required approvals are obtained.

(e) **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:

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

If to Agency:

Marin County Transit District
 711 Grand Street, Suite
 110 San Rafael, CA 94901

Attention: Cody Lowe
 Email: clowe@marintransit.org

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) **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) days. 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.

(e) **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.

(f) **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.

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 6(a)(ii)1(2) 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 [X MONTHS] 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 [a Marin Access rider subsidy program]. 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 Codevoucher:

"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 may be subject to public records disclosure laws. Agency agrees to make diligent efforts to limit disclosure pursuant to any available bases stated in California or other applicable law, to notify Uber of such disclosure requirements at least five (5) days before disclosure, and to allow Uber reasonable opportunity to object to production. If Agency determines the material is not exempt from public disclosure law, Agency will notify Uber of the request and allow Uber twenty (20) business days to take whatever action it deems necessary to protect its interests. If Uber does not take any such action within said period, Agency may release the portions of record(s) deemed by Agency to be subject to disclosure. If Agency is required to release Uber's Confidential Information, it agrees to use any available authorities to redact personal or business Confidential Information from such records to the extent permissible by applicable law and final judgment.

(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, including but not limited to not engaging in the following prohibited behaviors and uses: (i) using Uber to commit a crime, (ii) riders carrying firearms, and (iii) using Uber to facilitate nuisance, annoyance, inconvenience, property damage, or violations of state or federal law or regulation. 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) **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.

(d) **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) 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 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 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.

(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 California without regard to its choice or conflict of laws provision, and Agency hereby consents to personal and exclusive jurisdiction and venue in the State Courts for the County of Marin California or the United States District Court for the Northern District of California 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:

Raiser, LLC Uber Technologies, Inc.
1456 Market Street, Suite 400
San Francisco, CA 94103
Attention: Legal - Transactions
Email: transit-legal-us@uber.com

If to Agency:

Marin County Transit District
711 Grand Street, Suite
110 San Rafael, CA 94901
Attention: Cody Lowe
Email: clowe@marintransit.org

(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.

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 Uber 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.

RASIER, LLC

MARIN COUNTY TRANSIT DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1
Scope of Work

[To be developed throughout the Term of the agreement by Uber and Agency as needed]

**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



Agency Marks

<u>Trademark</u>	<u>Description</u>	<u>Territory</u>
Marin Transit Connect	Word mark & logo	United States
Transportation Authority of Marin (“TAM”)	Word mark & logo	United States

