

Contract Maintenance

Active Contracts: ☒

Search
Criteria

Contract #: C-16-TR-064

Transportation Services (ME)

Description: Transportation Services (ME)		<input type="checkbox"/> Inactive	Contract Type: CONTRACT
Comment: Grant Funded - To provide Transportation under the TD Mobility Enhancement grant program. One year grant. Customer - Chris Cochran			Total Contract Days: 334
			Contract Days Remaining: 204
		<input checked="" type="checkbox"/> Alert Warning	Alert Days: 90
Contract Administrator: PR		Procurement Method: SS	Alert Recurrence Days: 5
Contract Start Date: 8/1/2016	Contract End Date: 6/30/2017	Alert Document: CTEp	Alert Sent Date: 4/1/2017
Actual Start Date: 8/1/2016	Actual End Date: 6/30/2017		
Date Board Approved: 7/27/2016	Date Contract Signed: 8/2/2016		
Closed By:	Date Closed:		
Primary Vendor #: 00012807	Uber Technologies, Inc.		Contract Amount: \$256,000.00
Department #: Trans	Trans - 40		Purchased To Date: \$0.00
Respond To Group: PO	Retainage Percent: 0.00		Amount Remaining: \$256,000.00
Bid #:			Paid To Date: \$0.00
Created: preitz	9/7/2016 12:25:15 PM	FNCT_ContractMaintenanceForm	
Updated: preitz	12/9/2016 12:10:23 PM	FNCT_ContractMaintenanceForm	

Contract Maintenance

Active Contracts: ☒

Search
Criteria

Contract #: C-16-TR-064

Transportation Services (ME)

Contract Amount		\$256,000.00				
Reference #	Purchase Order #	Approved By	Comment	Amount	Updated	
1		BOARD	<input type="checkbox"/> No Purchase order, vendor paid by Pcard gl #70-5000118008	\$256,000.00	<input checked="" type="checkbox"/>	
Created: preitz		9/7/2016 2:04:38 PM	FNCT_ContractMaintenanceForm	Update		
2		BOARD	<input type="checkbox"/> No Purchase Order, pay from Contract Module	(\$256,000.00)	<input checked="" type="checkbox"/>	
Created: preitz		9/7/2016 2:04:36 PM	FNCT_ContractMaintenanceForm	Update		
1		BOARD	<input type="checkbox"/> No Purchase Order, pay from Contract Module	\$256,000.00	<input checked="" type="checkbox"/>	
Created: preitz		9/7/2016 12:29:07 PM	FNCT_ContractMaintenanceForm	Update		
*			<input type="checkbox"/>		<input type="checkbox"/>	
Created:				Update		

Start: 8/1/16
End: 6/30/17
Board: 7/27/17
Approv

TRANSPORTATION DISADVANTAGED MOBILITY ENHANCEMENT AGREEMENT

THIS TRANSPORTATION DISADVANTAGED MOBILITY ENHANCEMENT AGREEMENT ("Agreement") dated as of August 2, 2016 ("Effective Date") by and between **UBER TECHNOLOGIES, INC.**, a Delaware corporation, located at 1455 Market Street, San Francisco, CA 94103 ("Uber") and the **PINELLAS SUNCOAST TRANSIT AUTHORITY**, an independent special district of the State of Florida, PSTA located at 3201 Scherer Drive, St. Petersburg, Florida, ("PSTA").

In consideration of the mutual promises contained herein and the mutual benefits to be derived therefrom, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Activities.** The parties agree to perform the business activities as set forth on Exhibit A (the "Activities"), attached hereto and incorporated herein, during the term set forth on Exhibit A (the "Term"). Except as may be expressly agreed in this Agreement, each party shall be responsible for its expenses and costs during its performance under this Agreement.
2. **Independent Contractor.** Nothing in this Agreement shall be deemed to create any joint venture, joint enterprise, or agency relationship among the parties, and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto, in the absence of a separate writing, executed by an authorized representative of the other party. Each party shall be solely responsible for its employees and contractors used to provide the Activities. For the avoidance of doubt, Partner Drivers are independent contractors. A "Partner Driver" is defined as independent contractor that provides on-demand transportation services to riders using Uber's proprietary mobile application ("Uber App") under license from Uber.
3. **Fees and Payment.**
 - 3.1 **Fees.** Fees to be paid by one party to the other party in connection with this Agreement, if any, shall be as set forth on Exhibit A ("Fees"). Fees due are payable in accordance with the Florida Prompt Payment Act and in accordance with the payment schedule set forth in Exhibit A. All Fees shall be paid in U.S. Dollars.
 - 3.2 **Taxes.** The owing party shall pay any sales, use or value-added taxes lawfully imposed, in accordance with federal or Florida law, by any taxing authority with respect to the Fees payable hereunder, provided that an owing party shall not be liable for any taxes related to the income of the other party. PSTA represents that it is a tax immune sovereignty and exempt from the payment of sales, use and excise taxes.
4. **Proprietary Rights.**
 - 4.1 **License to Use Uber Marks.** Subject to the restrictions described in Section 4.3 below, Uber hereby grants PSTA a limited, non-exclusive and non-transferable license during the Term to use the Uber Marks (as defined below), on a royalty-free basis, for the sole purpose of the Activities as set forth herein. For purposes of this Agreement, the term "Uber Marks" will mean the trademarks, service marks, trade names, copyrights, logos, slogans and other identifying symbols and indicia of Uber in their entirety and exactly as provided by Uber to PSTA for the purposes of this Agreement

only. Notwithstanding anything to the contrary herein, the Uber Marks will remain the property of Uber. Uber shall, at its sole cost and expense, provide to PSTA any digital or print media using the Uber Marks as may be required by PSTA in connection with the Activities as mutually agreed upon by the parties, which agreement shall not be unreasonably withheld, conditioned or delayed by either party.

4.2 License to Use PSTA Marks. Subject to the restrictions described in Section 4.3 below, PSTA hereby grants Uber a limited, non-exclusive and non-transferable license during the Term to use the PSTA Marks (as defined below), on a royalty-free basis, for the sole purpose of the Activities as set forth herein. For purposes of this Agreement, the term "PSTA Marks" will mean those PSTA trademarks, service marks, trade names, copyrights, logos, slogans and other identifying symbols and indicia of PSTA in their entirety and exactly as provided by PSTA to Uber for the purposes of this Agreement only. Notwithstanding anything to the contrary herein, the PSTA Marks will remain the property of PSTA.

4.3 Restrictions. All uses of a party's marks by the other party will be in the form and format provided, specified or approved by the owner of such marks in each instance. Neither party will use the other party's marks without the prior, express, written consent of the other party in each instance. Either party may revoke any license it grants to the other party to use its marks at any time for any or no reason, in its sole discretion. All goodwill related to the use of a party's marks by the other party shall inure to the benefit of the owner of such marks. Except as expressly set forth herein, neither party shall be deemed to grant the other party any license or rights under any intellectual property or other proprietary rights. All rights not granted are expressly reserved.

4.4 Data. Each party agrees that any third party data and/or personal information that may be obtained by such party as part of the Activities ("Data") will be collected, stored and maintained according to generally accepted data collection standards and applicable government law, rule or regulation. Each party agrees to publish and abide by a privacy policy detailing such party's data practices. Except as may be set forth on Exhibit A, each party shall own, and shall not share, any Data that it collects with respect to this Agreement.

4.5 No Development. THE PARTIES ACKNOWLEDGE AND AGREE THAT THERE SHALL BE NO DEVELOPMENT OF TECHNOLOGY, CONTENT OR MEDIA OR OTHER INTELLECTUAL PROPERTY BY EITHER PARTY FOR THE OTHER PARTY UNDER THIS AGREEMENT. Intellectual Property development activities, if any, must be the subject of a separate written agreement between Uber and PSTA prior to the commencement of any such Intellectual Property development.

5. Confidential Information.

5.1 Either party (the "Disclosing Party") may disclose or make available to the other party (the "Receiving Party"), whether orally or in physical form, confidential or proprietary information concerning the Disclosing Party and/or its business, products, services, marketing, promotional or technical information in connection with this Agreement, which shall include the terms and conditions of this Agreement (collectively, the "Confidential Information"). For purposes hereof, Confidential Information will not include information: (a) which was previously known to Receiving Party without an obligation of confidentiality; (b) which was acquired by Receiving Party from a third party which was not, to the Receiving Party's knowledge, under an obligation to not disclose such information; (c) which is or becomes publicly available through no fault of Receiving Party; (d) which Disclosing Party

gave written permission to Receiving Party for disclosure, but only with respect to such permitted disclosure; (e) that is a public record under Florida law (unless subject to a specific statutory exemption as specified below); or (f) independently developed without use of the other party's Confidential Information.

5.2 Requirements. Except as otherwise required by applicable law, each Receiving Party agrees that (a) it will use the Confidential Information of the Disclosing Party solely for the purpose of this Agreement and (b) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as strict as those contained herein. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information and materials of like kind, but in no event less than a reasonable standard of care. The Receiving Party is responsible for any breach of the confidentiality provisions of this Agreement by its employees or agents. In the event the Receiving Party receives a subpoena or other validly issued administrative or judicial process demanding the Confidential Information or is otherwise required by law to disclose Confidential Information, the Receiving Party will give the Disclosing Party immediate written notice of any request for disclosure (including, without limitation, in connection with the State of Florida's Public Records Laws set forth in Chapter 119 F.S.) that, appears to be required by law, so that the Disclosing Party may assert any defenses to disclosure that may be available. Upon request by the Disclosing Party, the Receiving Party will return all copies of any Confidential Information to the Disclosing Party, if permitted by law. Confidential Information disclosed by the Disclosing Party to the Receiving Party will at all times remain the property of the Disclosing Party. No license under any trade secrets, copyrights, or other rights is granted under this Agreement or by any disclosure of Confidential Information under this Agreement. For Confidential Information that does not constitute "trade secrets" under applicable law, these confidentiality obligations will expire three (3) years after disclosure of the Confidential Information by the Disclosing Party. PSTA is subject to the broad public record and public meetings laws of the State of Florida. All records made or received in connection with official business of PSTA are public records subject to disclosure under the Florida public records laws, including Chapter 119, Florida Statutes, unless covered by a specific statutory exemption. The applicability of statutory exemptions to a particular record shall be made in PSTA's sole and absolute discretion.

5.3 Trade Secrets. The parties agree that certain information disclosed or made available in connection with this Agreement may constitute trade secrets of Uber under Fla. Stat. § 815.045 and such information shall be marked accordingly and the trade secret information shall be explicitly identified. However, any information marked as "trade secret" or exempt may be produced by PSTA in response to a public records request if PSTA determines, in its sole discretion, that the information does not meet the definition of "trade secret" in Section 812.081 and is not exempt from Chapter 119, Florida Statutes; provided PSTA has provided prior notice to Uber of its determination and intent to disclose such information and, if PSTA intends to disclose information, provide Uber with a reasonably short period of time to provide PSTA with additional information or file a cause of action to prevent disclosure of such information.

6. No Publicity. Except as may be expressly set forth in Exhibit A, neither party may issue a press release, post information on line (including web sites, social media channels or blogs) or otherwise refer to the other party in any manner with respect to this Agreement, the Activities or otherwise, without the prior written consent of such other party.

7. Representations and Warranties; Disclaimer.

7.1 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) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this Agreement; (e) the content, media and other materials used or provided as part of the Activities shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.

7.2 EXCEPT AS SET FORTH HEREIN, EACH PARTY MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS SERVICES OR PRODUCTS OR ANY PORTION THEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

8. Indemnification.

8.1 PSTA. PSTA assumes any and all risks of personal injury and property damage attributable to the sole negligent acts or omissions of PSTA and the officers, employees, servants, and agents thereof while acting within the scope of their employment by PSTA.

8.2 Indemnification by Uber. Uber will indemnify, defend and hold harmless PSTA and its directors, officers, employees and agents against all claims, damages, losses and expenses (including reasonable attorney's fees) with respect to any third party claim arising out of or related to: (a) the negligence or willful misconduct of Uber and its employees, or agents in their performance under this Agreement; (b) a breach of Uber's representations, warranties or obligations in this Agreement; or (c) any claims that Uber Marks infringe a third party's intellectual property rights, as long as the Uber Marks have been used in the manner approved by Uber.

8.3 Defenses. PSTA and Uber agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the PSTA or the State of Florida or their agents and agencies to be sued; or (3) a waiver of sovereign immunity of the PSTA or of the State of Florida beyond the waiver provided in section 768.28 Florida Statutes.

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

9. LIMITS OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR UBER'S INDEMNIFICATION OBLIGATIONS OR A BREACH OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CLAIM FOR ANY INDIRECT, WILLFUL, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF GOODWILL, FOR LOSS OF BUSINESS PROFITS,

OR DAMAGES FOR LOSS OF BUSINESS, OR LOSS OR INACCURACY OF DATA OF ANY KIND, OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

10. **Insurance.** During the Term and for one (1) year thereafter, Uber shall maintain General Commercial Liability and, if required by law, Worker's Compensation insurance. The General Commercial Liability insurance policy limits shall be not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, death and property damage liability, and Two Million Dollars (\$2,000,000) in aggregate. Such insurance shall cover Uber's obligations under this Agreement and the actions of its employees. All policies shall be written by reputable insurance companies with a Best's policyholder rating of not less than A VII. Such insurance shall be primary and non-contributing to any insurance maintained or obtained by the other party and shall not be cancelled or materially reduced without thirty (30) days prior written notice to the other party. Upon execution of this Agreement, Uber shall provide evidence of the insurance required herein. In no event shall the limits of any policy be considered as limiting the liability of a party under this Agreement. Notwithstanding anything to the contrary herein, PSTA may, at its sole discretion, elect to cover its risk, or any portion thereof, through self-insurance. PSTA, as an independent special district, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by PSTA. As of the date hereof, Uber maintains an insurance policy in the State of Florida ("Florida Insurance Policy") as evidenced by the certificate of insurance ("Florida Insurance Policy COI") attached hereto as Exhibit B. Uber may, in its sole discretion, update the Florida Insurance Policy from time to time. Additionally, Uber shall maintain Commercial Automobile Liability Insurance on behalf of Uber's independently contracted driver partners with a combined single limit not less than One Million Dollars (\$1,000,000) per accident for bodily injury, death and property damage liability arising out of the use of non-owned vehicles. Uber shall name the PSTA as an additional insured under such Commercial Automobile Liability Insurance.

11. **Termination.**

11.1 **Termination Events.** During the Term of this Agreement, either party may terminate this Agreement in the event of a material breach by the other party if the breach is not cured by the other party within five (5) days of written notice thereof provided by the non-breaching party. Either party may terminate this Agreement in its entirety at any time without cause by giving five (5) days' prior written notice of termination to the other party. During the Term of this Agreement, either party may terminate this Agreement immediately upon written notice to the other party in the event the other party makes an assignment for the benefit of creditors, files an involuntary petition in bankruptcy or is adjudicated bankrupt or insolvent, has a receiver appointed for any portion of its business or property, or has a trustee in bankruptcy or trustee in insolvency appointed for it under federal or state law.

11.2 **Survival.** Any outstanding payment obligations and Sections 2, 4, 5, 5.7, 8, 9, 10 (for the period specified), 11.2 and 12 shall survive the expiration or termination of this Agreement.

12. **General.**

12.1 Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. Both parties hereby consent to exclusive jurisdiction and venue in the state courts in and for Pinellas County, Florida and the U.S. District Court, Middle District of Florida, Tampa Division.

12.2 Notice. Any and all notices permitted or required to be given hereunder shall be sent to the address first set forth above, or such other address as may be provided, and deemed duly given: (a) upon actual delivery, if delivery is by hand; or (b) by electronic mail. Additionally, the parties may agree in Exhibit A for the provision of certain notices by email to the recipients indicated in Exhibit A. In the event a party gives notice by electronic mail, such notice must be followed with a written copy of the notice to the receiving party's legal department.

12.3 Waiver, Modification. The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to enforce such provisions or exercise such option. Any modification or amendment to this Agreement shall be effective only if in writing and signed by both parties.

12.4 Severability. In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement (and each of the remaining terms and conditions contained herein) shall remain in full force and effect.

12.5 Force Majeure. Any delay in or failure by either party in performance of this Agreement shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, but not limited to, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a "Force Majeure Event"). The affected party will promptly notify the other party upon becoming aware that any Force Majeure has occurred or is likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement.

12.6 No Assignment. This Agreement may not be assigned, in whole or in part, by a party without the prior written consent of the other party, provided that each party may assign this agreement, upon notice to the other party, to (a) an affiliate of such party; (b) a successor governmental entity of PSTA or (c) in connection with the sale of all or substantially all of such party's equity, business or assets. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of each party hereto and its respective successors and assigns.

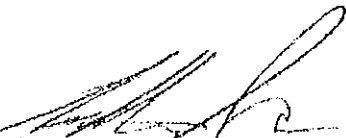
12.7 Entire Agreement. This Agreement and the exhibits attached hereto contain the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersede all prior and contemporary understandings and agreements, whether oral or written, relating such subject matter hereof. This Agreement may be executed in one or more counterparts and by exchange of signed counterparts transmitted by facsimile, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

UBER TECHNOLOGIES, INC.

PINELLAS SUNCOAST TRANSIT AUTHORITY

Mobility Enhancement Grant Agreement 2016/2017
Form Rev. 08/2/2016

By: 
Printed Name: Matt Gore
Title: General Manager

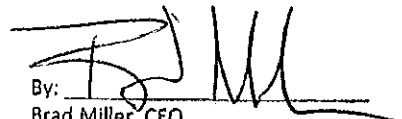
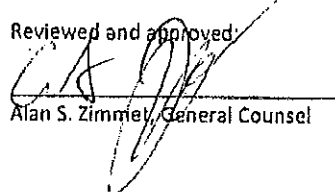
By: 
Brad Miller, CEO
Reviewed and approved:

Alan S. Zimmie, General Counsel

EXHIBIT A ACTIVITIES

1. Overview.

As the Community Transportation Coordinator for Pinellas County, PSTA has been awarded a mobility enhancement grant from the Florida Commission for the Transportation Disadvantaged (the "Grant") for the Pinellas County Mobility Enhancement Project (the "Project") to provide on-demand trips for individuals who are verified as transportation disadvantaged ("TD") eligible as set forth below.

2. Term.

Unless terminated earlier as provided herein, the term of this Agreement shall commence on August 1, 2016 and continue for one (1) year through June 30, 2017 ("Term"). The Term may be extended by mutual written agreement of the Parties.

3. Obligations.

Uber Obligations.

- Uber agrees to provide a platform for PSTA riders who are verified as TD eligible (as defined below) to obtain Completed Rides (as defined below) as set forth in this Agreement.
- Uber agrees to provide a dedicated account manager and customer support team to assist with customer service via a 24/7 online support portal.
- Uber agrees to create unique promo codes ("PSTA TD Codes") for PSTA to distribute to its TD riders.
 - Each PSTA TD Code shall be valid during the Term of this Agreement.
 - The PSTA TD Codes will unlock a vehicle view ("PSTA TD View") within the Uber App.
 - Names and photographs of Partner Drivers, along with a description of such Partner Driver's vehicle, will be visible in the PSTA TD View.
 - The PSTA TD View will only be visible to individuals who have entered the PSTA TD Code. PSTA shall be solely responsible for distributing the code to persons verified as TD eligible by PSTA, in its sole and absolute discretion, by complying with the same criteria as all other PSTA TD clients, including complete TD application, proof of household income, and no other means of transportation available to meet the trip need ("TD Eligible").
 - The PSTA TD View will be visible but no rides will be available within the PSTA TD View once PSTA has exceeded its Budget amount (as defined below).
 - Upon mutual agreement, the PSTA TD Codes and PSTA TD View may also be accomplished through PSTA's Uber For Business "U4B" account and/or PSTA's UberCENTRAL account pursuant to the terms and conditions approved by PSTA's Board of Directors.
- Uber agrees to use good faith efforts to assist PSTA in complying with PSTA's obligations in the terms of the Grant; provided, notwithstanding the foregoing, Uber

shall in no event be required to provide any Confidential Information or additional records (or any access thereto).

PSTA Obligations.

- PSTA agrees to supplement and pay all total ride costs which are requested through the Uber App for TD Eligible riders being transported to or from healthcare, employment, and other life-sustaining services under PSTA's UrgentTD or WorkConnectTD services within Pinellas County, Florida ("Completed Rides"), up to an aggregate maximum budget amount of **Two Hundred Thousand Fifty Six Thousand U.S. Dollars (\$256,000)** ("Budget"). PSTA will pay for all rides taken using the PSTA TD Code up until the earlier of (a) Completed Rides reaches the Budget (pursuant to Uber's internal records) or (b) PSTA has provided written notice to Uber to turn off the PSTA TD Code (in which case, PSTA shall pay for all rides only up until 24 hours from such notice to Uber). Notice under this provision shall be delivered via an email to mg@uber.com with a copy to contracts@uber.com.
- PSTA may advise its riders that the fee for any Completed Rides booked through the PSTA TD View will be billed to PSTA.

4. Miscellaneous.

The parties acknowledge and agree that: (a) PSTA has no ownership or control over Uber, Uber Partner Drivers, or Uber Partner Driver vehicles; and, (b) before receiving the PSTA Promo Code, the Uber App will require riders to acknowledge that such users understand and assume any and all risks associated with using the Uber App.

5. Fees.

During the Term of the Agreement, Uber agrees to invoice PSTA on a monthly basis for all Completed Rides. Such invoice(s) shall include the total number of Completed Rides for such calendar month. PSTA's fees shall be capped at an amount equal to the Budget amount. For the avoidance of doubt, in the event a user is in the middle of a ride when the Budget amount is hit, PSTA will honor its payment obligation for that ride even if it takes PSTA over the Budget amount.

Uber agrees, to provide a business account report to PSTA on a monthly basis detailing the total amount billed to PSTA, including the following categories of aggregate data: total trip count, average fare, average duration, average distance, and average actual ETA (collectively, the "PSTA TD Trip Data"). Uber shall provide written certification with respect to the total amount billed to PSTA, which shall be executed by Uber's head of finance or individual of similar seniority within Uber's organization. All PSTA TD Trip Data provided by Uber to PSTA shall be submitted in a form similar to the letter attached hereto as Attachment 1 ("PSTA TD Trip Data Letter") and any such PSTA TD Trip Data (including the PSTA Trip Data Letter) shall be subject to the confidentiality provisions set forth in Section 5 of the Agreement. The parties acknowledge that Uber maintains that the PSTA Trip Data Letter is an Uber "trade secret". In the event the Florida Commission for the Transportation Disadvantaged determines that a Completed Ride is not eligible for funding under the Grant, PSTA shall be solely responsible for addressing the issue, including any refunds, with the Florida Commission for the Transportation Disadvantaged and/or the rider.

6. **Contacts.**

For Uber:

Name: Matthew Gore

Email: mg@uber.com

For PSTA:

Name: Brad Miller

Email: BMiller@psta.net

**EXHIBIT B
INSURANCE POLICY COI**

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE OF POLICY: 01/01/2016																																	
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>																																					
PRODUCER Sun Risk Insurance Services West, Inc. San Francisco CA Office 425 Market Street Suite 2150 San Francisco CA 94105 USA		INSURER JAMES A. REED INSURANCE COMPANY 11111		INSURER JAMES A. REED INSURANCE COMPANY 11111																																	
INSURED RAISER LLC, RAISER CA LLC RAISER DC LLC, RAISER PA LLC 1433 Market Street, 4th Floor San Francisco CA 94103 USA		INSURER JAMES A. REED INSURANCE COMPANY 11111		INSURER JAMES A. REED INSURANCE COMPANY 11111																																	
COVERAGES CERTIFICATE NUMBER: 570001451001 REVISION NUMBER:		THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE PERIODS OF TIME INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED, OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested.																																			
<table border="1"> <tr> <th>NO.</th> <th>TYPE OF INSURANCE</th> <th>INSURANCE</th> <th>POLICY NUMBER</th> <th>START DATE</th> <th>END DATE</th> <th>AMOUNT</th> <th>COVERAGE</th> </tr> <tr> <td>1</td> <td>COMMERCIAL GENERAL LIABILITY</td> <td> <input type="checkbox"/> BODILY INJURY <input type="checkbox"/> PROPERTY DAMAGE <input type="checkbox"/> ADVERTISING INQUIRY </td> <td></td> <td></td> <td></td> <td></td> <td> BODILY INJURY PROPERTY DAMAGE ADVERTISING INQUIRY LIMITS: \$1,000,000 </td> </tr> <tr> <td>2</td> <td>AUTOMOBILE LIABILITY</td> <td> <input type="checkbox"/> BODILY INJURY <input type="checkbox"/> PROPERTY DAMAGE <input type="checkbox"/> ADVERTISING INQUIRY </td> <td>CA151001-01</td> <td>01/01/2016</td> <td>01/01/2017</td> <td></td> <td> BODILY INJURY PROPERTY DAMAGE ADVERTISING INQUIRY LIMITS: \$1,000,000 </td> </tr> <tr> <td>3</td> <td>EMPLOYERS LIABILITY</td> <td> <input type="checkbox"/> BODILY INJURY <input type="checkbox"/> PROPERTY DAMAGE <input type="checkbox"/> ADVERTISING INQUIRY </td> <td></td> <td></td> <td></td> <td></td> <td> BODILY INJURY PROPERTY DAMAGE ADVERTISING INQUIRY LIMITS: \$1,000,000 </td> </tr> </table>		NO.	TYPE OF INSURANCE	INSURANCE	POLICY NUMBER	START DATE	END DATE	AMOUNT	COVERAGE	1	COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/> BODILY INJURY <input type="checkbox"/> PROPERTY DAMAGE <input type="checkbox"/> ADVERTISING INQUIRY					BODILY INJURY PROPERTY DAMAGE ADVERTISING INQUIRY LIMITS: \$1,000,000	2	AUTOMOBILE LIABILITY	<input type="checkbox"/> BODILY INJURY <input type="checkbox"/> PROPERTY DAMAGE <input type="checkbox"/> ADVERTISING INQUIRY	CA151001-01	01/01/2016	01/01/2017		BODILY INJURY PROPERTY DAMAGE ADVERTISING INQUIRY LIMITS: \$1,000,000	3	EMPLOYERS LIABILITY	<input type="checkbox"/> BODILY INJURY <input type="checkbox"/> PROPERTY DAMAGE <input type="checkbox"/> ADVERTISING INQUIRY					BODILY INJURY PROPERTY DAMAGE ADVERTISING INQUIRY LIMITS: \$1,000,000	INSURANCE INFORMATION RAISER LLC, RAISER CA LLC RAISER DC LLC, RAISER PA LLC 1433 Market Street, 4th Floor San Francisco CA 94103 USA			
NO.	TYPE OF INSURANCE	INSURANCE	POLICY NUMBER	START DATE	END DATE	AMOUNT	COVERAGE																														
1	COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/> BODILY INJURY <input type="checkbox"/> PROPERTY DAMAGE <input type="checkbox"/> ADVERTISING INQUIRY					BODILY INJURY PROPERTY DAMAGE ADVERTISING INQUIRY LIMITS: \$1,000,000																														
2	AUTOMOBILE LIABILITY	<input type="checkbox"/> BODILY INJURY <input type="checkbox"/> PROPERTY DAMAGE <input type="checkbox"/> ADVERTISING INQUIRY	CA151001-01	01/01/2016	01/01/2017		BODILY INJURY PROPERTY DAMAGE ADVERTISING INQUIRY LIMITS: \$1,000,000																														
3	EMPLOYERS LIABILITY	<input type="checkbox"/> BODILY INJURY <input type="checkbox"/> PROPERTY DAMAGE <input type="checkbox"/> ADVERTISING INQUIRY					BODILY INJURY PROPERTY DAMAGE ADVERTISING INQUIRY LIMITS: \$1,000,000																														
CERTIFICATE HOLDER RAISER LLC, RAISER CA LLC RAISER DC LLC, RAISER PA LLC 1433 Market Street, 4th Floor San Francisco CA 94103 USA		CANCELLATION THESE POLICIES WILL BE CANCELLED BY THE ISSUING INSURER IF THE INSURED DOES NOT MAINTAIN THE POLICY IN FULL PAYMENT.																																			

ACORD 28 (2016/03)

The ACORD name and logo are registered marks of ACORD

©1988-2015 ACORD CORPORATION. All rights reserved.

ATTACHMENT 1
PSTA TD TRIP DATA LETTER

CONFIDENTIAL TRADE SECRET¹

_____, 2016

Name of other party
Address Line 1
Address Line 2

Re: Discussions related to the Business Purpose, in connection with the certain Pilot Program Agreement between Pinellas Suncoast Transit Authority ("PSTA") and Uber Technologies, Inc. ("Uber") dated [date] ("Agreement")

To Whom It May Concern:

In connection with the above-referenced Agreement, please find the following data ("Data"):

Date From:	_____
Date To:	_____
Avg Response Time:	_____
Total Trip Count:	_____
Total Cost:	_____

Please note that the Data contained herein is considered an Uber trade secret and is subject to the confidentiality provisions set forth in the Agreement.

Thank you,

[NAME]
[EMAIL]

¹ The parties acknowledge that Uber considers the terms of this Data Letter, including any data contained herein, to constitute trade secrets of Uber.