

UBER

FIRST AMENDMENT TO TRANSPORTATION DISADVANTAGED MOBILITY ENHANCEMENT AGREEMENT

This First Amendment ("**Amendment**") is entered into and made effective as of May 17, 2018 ("**Amendment Effective Date**") by and between Uber Technologies, Inc., a Delaware corporation ("**Uber**") and Pinellas Suncoast Transit Authority, an independent special district of the State of Florida ("**PSTA**") and hereby amends that certain Transportation Disadvantage Mobility Enhancement Agreement with an effective date of August 2, 2016 by and between Uber and PSTA (the "**Agreement**"). Any undefined, capitalized terms used in this Amendment shall have the meaning set forth in the Agreement, as applicable. In the event of any conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall govern. In consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. Section 5 (Confidential Information) shall be amended to include the following language after Section 5.3:

"5.4 Data Security

5.4.1 Definitions: "**Uber Personal Data**" means any information Uber provides to PSTA 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. "**PTSA Personal Data**" means Linking Data provided in connection with this Agreement, excluding any such information provided by individual Uber account holders. "**Dashboard Data**" means any and all data or other information made available to PSTA through the Dashboard and may include, without limitation, PSTA User name together with request time and date, drop-off time and date, pick-up and drop-off address, trip route, distance, duration, fare amount, service type, trip ID, and expense memo. "**PSTA User**" means an individual authorized to establish an Enterprise Profile in connection with use of the Uber Services. "**Uber Service**" means 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. "**Provisioning Tool**" means the technology that utilizes Linking Data to authorize PSTA Users to establish an Enterprise Profile."

5.4.2 Security. Each of Uber and PSTA agrees to implement and maintain appropriate technical, physical and organization 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 occur."

2. Subsection 7.2 under Section 7 (Representations and Warranties; Disclaimer) shall be deleted in its entirety and replaced with the following:

7.2 PSTA WARRANTIES. PSTA represents and warrants that (a) PSTA has all rights and consents, where necessary, to provide the Provisioning Tool with the Linking Data and any other information provided to Uber hereunder in connection with the Uber Service and Enterprise Profile, (b) PSTA will use Uber Personal Data solely for legitimate business purposes including, but not limited to, business expense, processing, accounting, and budgeting purposes, (c) PSTA will only share and provide access to Uber Personal Data to PSTA personnel who have a business need to access such Uber Personal Data, (d) PSTA will not disclose Uber Personal Data to any third party, unless expressly authorized in writing by Uber or otherwise required by law, and who are in each case bound by privacy and security obligations regarding Uber Personal Data at least as restrictive as those contained herein, (e) PSTA will not rent or sell Uber Personal Data for any purpose not authorized by Uber, and (f) PSTA will not use Uber Personal Data in any way that harms Uber or benefits a competitor of Uber unless otherwise required by law to disclose such Personal Data, provided that PSTA follows the same requirements that it follows for requests for disclosure of Confidential Information pursuant to a subpoena in Section 5.2 of the Agreement. PSTA further represents and warrants that (i) it is a state or local government entity, or otherwise owned, controlled or created by a state or local government entity and (ii) it is not an agency, division, office, department, establishment, instrumentality, or other unit of the government of the United States of America, or otherwise owned, controlled, or created by the United States of America (a "Federal Entity"). PSTA acknowledges that: (i) if it were not a state or local government entity, these terms and conditions would be superseded by the Uber for Business terms and conditions located at <https://www.uber.com/legal/business/usa/en-US/>; and (ii) if it were a Federal Entity that it would not be allowed to access Uber for Business. PSTA further represents and warrants that it is not using the product for purposes necessary to the performance of any federal government contract or subcontract, that Uber is not assuming any portion of PSTA's obligations under any federal government contract or subcontract, and that Uber is not receiving any federal financial assistance in connection with providing the product or otherwise in connection with this Agreement.

7.3 Disclaimer. EXCEPT AS SET FORTH HEREIN, EACH PARTY MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING IT 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.

7.4 Ownership. Uber and its affiliates are and shall remain the owners of all right, title and interest in and to the Uber Service, Uber App, and Uber Personal Data (including without limitation, Dashboard Data) including any updates, enhancements and new versions thereof, all data related to the use of the Uber Services, and all related documentation and materials provided or made available to PSTA or any proposed PSTA User or PSTA User in connection with this Agreement."

3. Section 9 (Limits of Liability) shall be deleted in its entirety and replaced with the following:

"9. Limits of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, OTHER THAN EITHER PARTY'S OBLIGATIONS WITH RESPECT TO A BREACH OF CONFIDENTIALITY, EITHER PARTY'S INDEMNITY OBLIGATIONS, OR PSTA'S BREACH OF ITS REPRESENTATIONS AND WARRANTIES, (A) IN NO EVENT SHALL UBER OR PSTA 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 PSTA (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 FIFTY THOUSAND DOLLARS (\$50,000)."

4. Subsection 12.1 (Law) under Section 12 (General) shall be deleted in its entirety and replaced with the following:

"12.1 Arbitration and Governing Law.

12.1.1 The parties shall attempt to resolve all disputes between the parties arising out of or relating to this Agreement amicably through good faith negotiations upon the written request of any party. In the event that any such dispute cannot be resolved within a period of forty-five (45) days after notice of a dispute has been given (the last day of such forty-five (45) day period being herein referred to as the "Arbitration Date"), such dispute may, upon mutual written agreement between the parties, be finally settled by arbitration in Pinellas County, Florida, in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") then in effect, by one arbitrator with substantial experience in the technology industry selected in accordance with JAMS rules. The arbitrator shall have the authority to allocate between the parties the costs of arbitration (including service fees, arbitrator fees, reasonable attorneys' fees, expert witness fees and all other fees and expenses related to the arbitration) in such equitable manner as the arbitrator may determine. Judgment on the arbitrator's award will be final and binding, and may be entered in any court having jurisdiction.

12.1.2 Reservation of Rights. Notwithstanding the foregoing provisions of Section 12.1.1, each party may seek injunctive or other relief in a court of competent jurisdiction with respect to any dispute related to the public records or open meetings laws of the State of Florida, actual or threatened infringement, misappropriation of a party's intellectual property rights or breach of confidentiality obligations.

12.1.3 Neither party has the right to arbitrate on a class basis any dispute, controversy or claim arising out of or relating to this Agreement, or the interpretation, enforceability, performance, breach, termination, or validity thereof, including, without limitation, this arbitration clause.


12.1.4 Governing 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 the 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."

5. **General.** Except as expressly modified by this Amendment, all provisions of the Agreement shall continue to remain in full force and effect. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument.

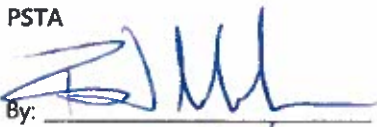
SIGNATURES ON NEXT PAGE.

IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized officers or representatives as of the Amendment Effective Date.

Uber

By: 
Name: Justin Kintz
Title: Head of the Americas Policy & Communications
Date: _____

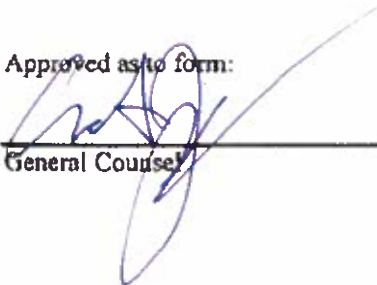
PSTA

By: 
Name: Brad Miller
Title: CEO
Date: 9/4/18

Attest:


Executive Assistant

Approved as to form:


General Counsel