

## DIRECT CONNECT TRANSPORTATION ALTERNATIVE PROGRAM AGREEMENT

THIS DIRECT CONNECT TRANSPORTATION ALTERNATIVE PROGRAM AGREEMENT (“**Agreement**”) dated as of \_\_\_\_\_, 2016 (“**Effective Date**”) by and between **CARE RIDE, L.L.C** a Florida limited liability company, with its principal address located at 4625 East Bay Drive, Suite 105, Clearwater, Florida 33764 (“**Provider**”) 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.

### 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 Provider Marks.** Subject to the restrictions described in Section 4.3 below, Provider hereby grants PSTA a limited, non-exclusive and non-transferable license during the Term to use the Provider 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 “**Provider Marks**” will mean the trademarks, service marks, trade names, copyrights, logos, slogans and other identifying symbols and indicia of Provider in their entirety and exactly as provided by Provider to PSTA for the purposes of this Agreement only. Notwithstanding anything to the contrary herein, the Provider Marks will remain the property of Provider. Provider shall, at its sole cost and expense, provide to PSTA any digital or print media using the Provider 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 Provider 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 Provider 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 be required to 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 Provider 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; 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 prompt 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

5.3 Trade Secrets. The parties agree that certain information disclosed or made available in connection with this Agreement may constitute trade secrets of Provider 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 Provider of its determination and intent to disclose 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 Provider. Provider 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 Provider and its employees, agents, or contractors in their performance under this Agreement; (b) a breach of Provider's representations, warranties or obligations in this Agreement; or (c) any claims that Provider Marks infringe a third party's intellectual property rights, as long as the Provider Marks have been used in the manner approved by Provider.

8.3 Defenses. PSTA and Provider 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 Provider of any claim subject to indemnification hereunder. Provider will assume the defense of the claim through counsel designated by it and reasonably acceptable to PSTA. Provider 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 Provider in the defense of a claim, at Provider's expense.

9. **LIMITS OF LIABILITY**. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR PROVIDER'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, Provider 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 Provider's obligations under this Agreement and the actions of its employees and drivers. 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, Provider 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, Provider 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. Provider may, in its sole discretion, update the Florida Insurance Policy from time to time.

## 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.

**CARE RIDE, L.L.C.**

By: \_\_\_\_\_  
Printed Name: Douglas Johnson  
Title: Director

**PINELLAS SUNCOAST TRANSIT AUTHORITY**

By: \_\_\_\_\_  
Brad Miller, CEO

Reviewed and approved:

\_\_\_\_\_  
Alan S. Zimmet, General Counsel

## EXHIBIT A ACTIVITIES

### 1. **Overview.**

The activities described herein shall take place in Pinellas County, Florida, as set forth in the map attached hereto as Attachment 1 (“**Map Area**”).

### 2. **Term.**

Unless terminated earlier as provided herein, the term of this Agreement shall commence on the Effective Date and continue through \_\_\_\_\_, 2017 (“**Term**”).

### 3. **Obligations.**

#### Provider Obligations.

- Provider agrees to provide a platform for PSTA riders who, due to a disability are unable to use other contractors to obtain Completed Rides (as defined below) as set forth in this Agreement.
- Provider agrees to provide a dedicated account manager and customer support team to assist with customer service via a 24/7 support.
- Provider shall prohibit drivers from accepting tips or gratuity from riders.

#### PSTA Obligations.

- PSTA agrees to supplement and pay up to Five U.S. Dollars (\$5.00) per ride which is requested by PSTA riders being transported to or from a “Direct Connect Stop” identified on Attachment 1 and within a single “Direct Connect Expansion Zone” as set forth on Attachment 1 (“**Completed Rides**”), up to an aggregate maximum amount of One Hundred Thousand U.S. Dollars and No/100 (\$100,000.00) (“**Budget**”). Any ride which passes through more than one Direct Connect Expansion Zone shall not be considered a Completed Ride and the rider shall be solely responsible for the full amount of the ride. The rider shall be solely responsible for any amount over the \$5.00 paid by PSTA per Completed Ride. The Budget is the total maximum for all amount paid under this Agreement, under that certain agreement between PSTA and Provider dated February 22, 2016, and any and all similar agreements PSTA may have with other providers to supplement rides as part of PSTA’s initial pilot program or this direct connect transportation alternative program. PSTA will pay for all Completed Rides up until the earlier of (a) Completed Rides reaches the Budget (pursuant to Provider’s internal records) or (b) PSTA has provided written notice to Provider that it has reached the Budget (in which case, PSTA shall pay for all rides only up until 24 hours from such notice to Provider). Notice under this provision shall be delivered via an email to [doug.johnson@baycare.org](mailto:doug.johnson@baycare.org).
- PSTA may advise its riders that a portion of the fee for any Completed Rides dispatched pursuant to this Agreement will be billed to PSTA.

4. **Miscellaneous.**

The parties acknowledge and agree that: (a) PSTA has no ownership or control over Provider, Provider's drivers, or Provider's vehicles; or Provider's dispatch system and logistics.

5. **Fees.**

During the Term of the Agreement, Provider agrees to invoice PSTA on a monthly basis for PSTA's share of the total cost of 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. PSTA will honor its payment obligation unless or until PSTA gives Provider notice that the maximum Budget amount has been reached. This obligation shall not extend to rides which are initiated more than twenty-four (24) hours after PSTA has given Provider notice that the maximum Budget amount has been reached.

Upon expiration of the Term of the Agreement, Provider agrees, to provide an anonymous report to PSTA detailing the total amount billed to PSTA during the Term hereof, including the following categories of anonymous data: (i) date and (ii) trip count for each week period during said Term (collectively, the "**PSTA Trip Data**"). Provider shall provide written certification with respect to the total amount billed to PSTA during the Term, which shall be executed by Provider's head of finance or individual of similar seniority within Provider's organization. All PSTA Trip Data provided by Provider to PSTA shall be submitted in a form similar to the letter attached hereto as Attachment 2 ("**PSTA Trip Data Letter**") and any such PSTA Trip Data (including the PSTA Trip Data Letter) shall be subject to the confidentiality provisions set forth in Section 5 of the Agreement.

6. **Contacts.**

For Provider:

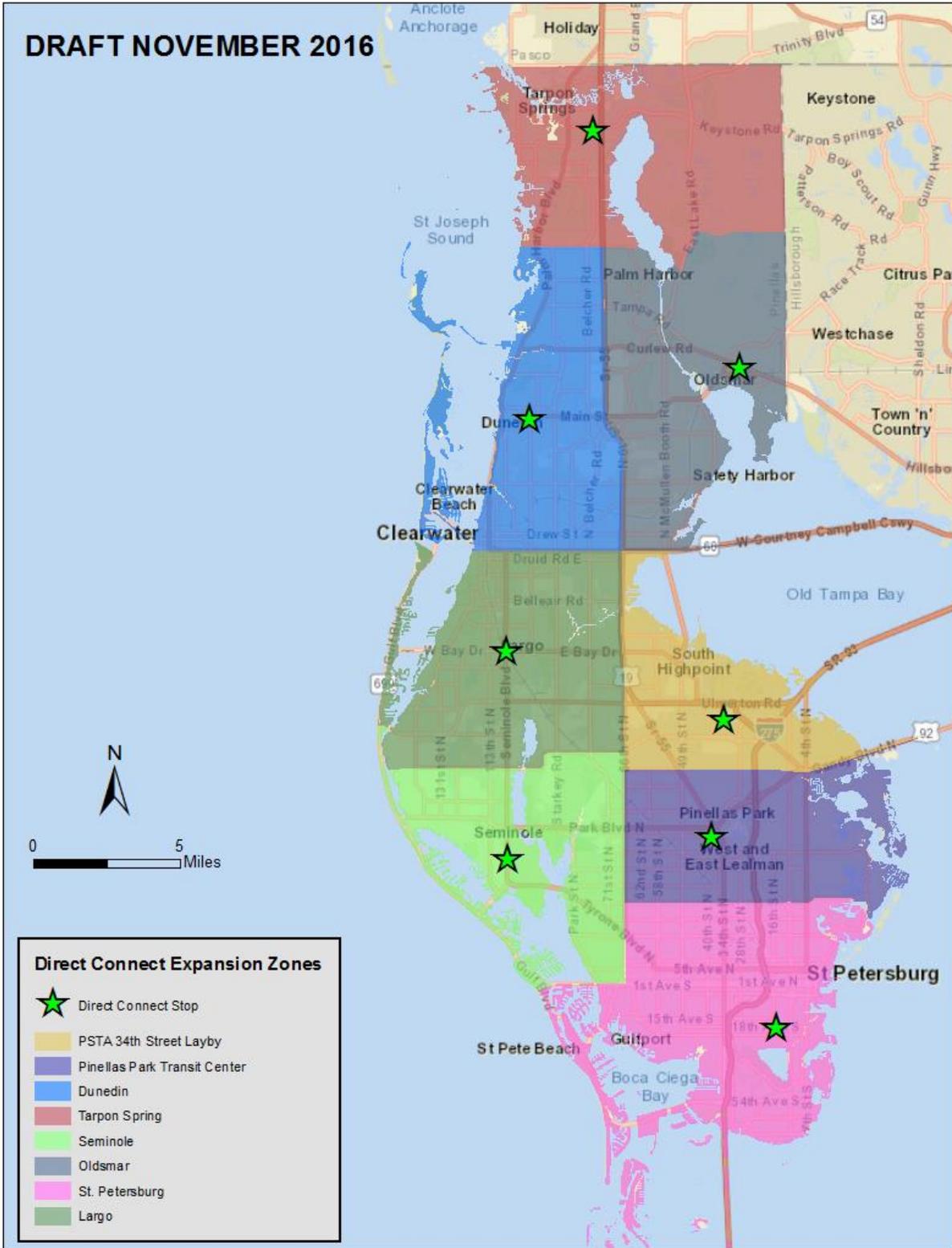
Name: Douglas Johnson  
Email: [doug.johnson@baycare.org](mailto:doug.johnson@baycare.org)

For PSTA:

Name: Brad Miller  
Email: [BMiller@psta.net](mailto:BMiller@psta.net)

**EXHIBIT B**  
**INSURANCE POLICY COI**

**ATTACHMENT 1  
MAP AREA**



**ATTACHMENT 2  
PSTA TRIP DATA LETTER**

\_\_\_\_\_, 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 Care Ride, LLC ("Care Ride") 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:	_____
Total Trip Count:	_____
Total Cost:	_____

Thank you,

[NAME]  
[EMAIL]

## DIRECT CONNECT TRANSPORTATION ALTERNATIVE PROGRAM AGREEMENT

THIS DIRECT CONNECT TRANSPORTATION ALTERNATIVE PROGRAM AGREEMENT (“**Agreement**”) dated as of \_\_\_\_\_, 2016 (“**Effective Date**”) by and between **LYFT, INC.** (“**Lyft**”), a Delaware Corporation, with corporate headquarters located at 2300 Harrison Street San Francisco, CA 9411, (“**Lyft**”) and the **PINELLAS SUNCOAST TRANSIT AUTHORITY, an independent special district of the State of Florida**, 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 Lyft's proprietary mobile application (“**Lyft App**”) under license from Lyft.
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 Lyft Marks.** Subject to the restrictions described in Section 4.3 below, Lyft hereby grants PSTA a limited, non-exclusive and non-transferable license during the Term to use the Lyft 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 “**Lyft Marks**” will mean the trademarks, service marks, trade names, copyrights, logos, slogans and other identifying symbols and indicia of Lyft in their entirety and exactly as provided by Lyft to PSTA for the purposes of this Agreement only. Notwithstanding anything to the contrary herein, the Lyft Marks will remain the property of Lyft. Lyft shall, at its sole cost

and expense, provide to PSTA any digital or print media using the Lyft 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 Lyft 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 Lyft 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 be required to 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 Lyft 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 prompt 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 Lyft 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; if PSTA anticipates that it may determine that the information does not meet the definition of "trade secret" it will provide prior notice to Lyft of its anticipated determination and intent to disclose 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 Lyft. Lyft 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 Lyft and its employees, or agents in their performance under this Agreement; (b) a breach of Lyft's representations, warranties or obligations in this Agreement; or (c) any claims that Lyft Marks infringe a third party's intellectual property rights, as long as the Lyft Marks have been used in the manner approved by Lyft.

8.3 Defenses. PSTA and Lyft 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 Lyft of any claim subject to indemnification hereunder. Lyft will assume the defense of the claim through counsel designated by it and reasonably acceptable to PSTA. Lyft 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 Lyft in the defense of a claim, at Lyft's expense.

9. **LIMITS OF LIABILITY**. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR LYFT'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, Lyft 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 Lyft'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, Lyft 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, Lyft 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. Lyft may, in its sole discretion, update the Florida Insurance Policy from time to time. Additionally, Lyft shall maintain Commercial Automobile Liability Insurance on behalf of Lyft'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. Lyft 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.

**LYFT TECHNOLOGIES, INC.**

By: \_\_\_\_\_  
Printed Name:  
Title:

**PINELLAS SUNCOAST TRANSIT AUTHORITY**

By: \_\_\_\_\_  
Brad Miller, CEO

Reviewed and approved:

\_\_\_\_\_  
Alan S. Zimmet, General Counsel

## EXHIBIT A ACTIVITIES

### 1. **Overview.**

The activities described herein shall take place in Pinellas County, Florida, as set forth in the map attached hereto as Attachment 1 (“**Map Area**”).

### 2. **Term.**

Unless terminated earlier as provided herein, the term of this Agreement shall commence on the Effective Date and continue through \_\_\_\_\_, 2017 (“**Term**”).

### 3. **Obligations.**

#### Lyft Obligations.

- Lyft agrees to provide a platform for PSTA riders to obtain Completed Rides (as defined below) as set forth in this Agreement.
- Lyft agrees to provide a dedicated account manager and customer support team to assist with customer service via a 24/7 online support portal.
- Lyft agrees to create a unique option on the Lyft App (“PSTA View”) for PSTA riders to access and request Completed Rides, as defined below.
  - The PSTA View shall available during the Term of this Agreement.
  - Names and photographs of Partner Drivers, along with a description of such Partner Driver’s vehicle, will be visible in the PSTA View.
  - The PSTA View will only be visible within the Map Area from the hours of 6:00am to 11:00pm each day.
  - The PSTA View will be visible but no rides will be available within the PSTA View once PSTA has exceeded its Budget amount (as defined below).

#### PSTA Obligations.

- PSTA agrees to supplement and pay up to Five U.S. Dollars (\$5.00) per ride which is requested through the Lyft App using the PSTA View for riders being transported to or from a “Direct Connect Stop” identified on Attachment 1 and within a single “Direct Connect Expansion Zone” as set forth on Attachment 1 (“**Completed Rides**”), up to an aggregate maximum amount of One Hundred Thousand U.S. Dollars and No/100 (\$100,000.00) (“**Budget**”). Any ride which passes through more than one Direct Connect Expansion Zone shall not be considered a Completed Ride and the rider shall be solely responsible for the full amount of the ride. The rider shall be solely responsible for any amount over the \$5.00 paid by PSTA per Completed Ride. The Budget is the total maximum for all amounts paid under this Agreement, and all amounts paid under any and all similar agreements PSTA may have with other providers to supplement rides as part of PSTA’s initial pilot program or this direct connect transportation alternative program. PSTA will pay for all rides taken using the PSTA Codes up until the earlier of (a) Completed Rides reaches the Budget (pursuant to Lyft’s internal records) or (b) PSTA has provided written notice to Lyft to turn off the PSTA Code (in which case, PSTA shall pay

for all rides only up until 24 hours from such notice to Lyft). Notice under this provision shall be delivered via an email to [dtrigub@lyft.com](mailto:dtrigub@lyft.com) with a copy to [contracts@lyftr.com](mailto:contracts@lyftr.com).

- PSTA may advise its riders that a portion of the fee for any Completed Rides booked through the PSTA View within the Map Area will be billed to PSTA.

#### 4. **Miscellaneous.**

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

#### 5. **Fees.**

During the Term of the Agreement, Lyft agrees to invoice PSTA on a monthly basis for PSTA's share of the total cost of 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.

Upon expiration of the Term of the Agreement, Lyft agrees, to provide an anonymous report to PSTA detailing the total amount billed to PSTA during the Term hereof, including the following categories of anonymous data: (i) date and (ii) trip count for each week period during said Term (collectively, the "**PSTA Trip Data**"). Lyft shall provide written certification with respect to the total amount billed to PSTA during the Term, which shall be executed by Lyft's head of finance or individual of similar seniority within Lyft's organization. All PSTA Trip Data provided by Lyft to PSTA shall be submitted in a form similar to the letter attached hereto as Attachment 2 ("**PSTA Trip Data Letter**") and any such PSTA 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 Lyft maintains that the PSTA Trip Data Letter is a Lyft "trade secret."

#### 6. **Contacts.**

For Lyft:

Name: Daniel Trigub  
Email: [dtrigub@lyft.com](mailto:dtrigub@lyft.com)

For PSTA:

Name: Brad Miller  
Email: [BMiller@psta.net](mailto:BMiller@psta.net)

**EXHIBIT B  
INSURANCE POLICY COI**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
12/19/2014

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.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

<b>PRODUCER</b> MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com Fax: 212-948-4377  577522-FL-AL-14-16	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : James River Insurance Company</td> <td>12203</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : James River Insurance Company	12203	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
<b>INSURED</b> Rasier, LLC, Rasier-CA, LLC, Rasier-DC, LLC 1455 Market Street, 4th Floor San Francisco, CA 94103														

**COVERAGES**                      **CERTIFICATE NUMBER:** NYC-006980934-02                      **REVISION NUMBER:** 2

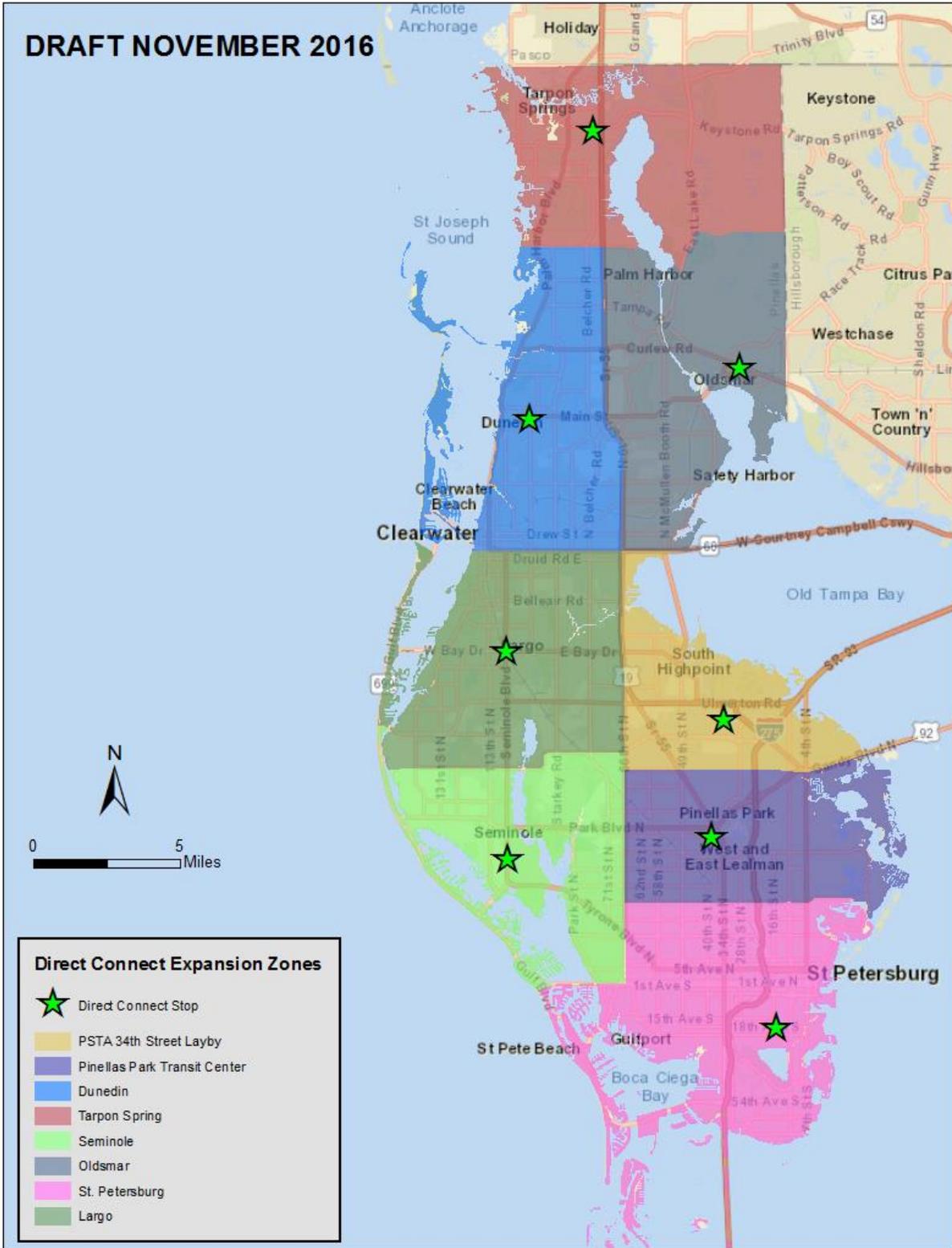
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$								
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			CA436100FL00	12/21/2014	03/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured/Underinsured \$ 1,000,000								
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE - EA EMPLOYEE	\$														
E.L. DISEASE - POLICY LIMIT	\$														

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Pursuant to policy terms and conditions:  
 A. "Rideshare Driver" is an individual that is operating a motor vehicle in connection the use of the UberDriver application  
 B. Covered autos are passenger autos being used following the Rideshare Driver's logged and recorded acceptance in the UberDriver application using account credentials issued under a contract with a Named Insured to provide transportation services while the named operator is i) en route to the pick up location of the requested transportation services, or traveling to the final destination of the requested transportation services, including but not limited to dropping-off of passengers.

<b>CERTIFICATE HOLDER</b> Rasier LLC, Rasier-CA LLC, Rasier-DC LLC Rasier-PA LLC 1455 Market Street, 4th Floor San Francisco, CA 94103	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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**ATTACHMENT 1  
MAP AREA**



**ATTACHMENT 2  
PSTA TRIP DATA LETTER**

**CONFIDENTIAL TRADE SECRET<sup>1</sup>**

\_\_\_\_\_, 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 Lyft Technologies, Inc. (“Lyft”) 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: \_\_\_\_\_  
Total Trip Count: \_\_\_\_\_  
Total Cost: \_\_\_\_\_

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

Thank you,

[NAME]  
[EMAIL]

---

<sup>1</sup> The parties acknowledge that Lyft considers the terms of this Data Letter, including any Data contained herein, to constitute trade secrets of Lyft.

## DIRECT CONNECT TRANSPORTATION ALTERNATIVE PROGRAM AGREEMENT

THIS DIRECT CONNECT TRANSPORTATION ALTERNATIVE PROGRAM AGREEMENT (“**Agreement**”) dated as of \_\_\_\_\_, 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**, 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 the exhibits attached to this Agreement, the first of which shall be Exhibit “A” and subsequent activities shall be attached by sequential exhibits (the “**Activities**”), attached hereto and incorporated herein, during the term set forth on each exhibit attached hereto for each of the Activities (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 each exhibit to this Agreement (“**Fees**”). Fees due are payable in accordance with the Florida Prompt Payment Act and in accordance with the payment schedule set forth in each exhibit to this Agreement. 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 an exhibit to this Agreement, 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 prompt 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 that PSTA has provided prior notice to Uber of its anticipated determination and intent to disclose such information and, if PSTA intends to disclose such 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 an exhibit to this Agreement, 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 any exhibit for the provision of certain notices by email to the recipients indicated in such exhibit. 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.**

By: \_\_\_\_\_  
Printed Name: Tom Maguire  
Title: General Manager

**PINELLAS SUNCOAST TRANSIT AUTHORITY**

By: \_\_\_\_\_  
Brad Miller, CEO

Reviewed and approved:

\_\_\_\_\_  
Alan S. Zimmet, General Counsel

## EXHIBIT A ACTIVITIES

### 1. Overview.

The activities described herein shall take place in Pinellas County, Florida, as set forth in the map attached hereto as Attachment 1 ("**Map Area**").

### 2. Term.

Unless terminated earlier as provided herein, the term of this Agreement shall commence on the Effective Date and continue through \_\_\_\_\_, 2017 ("**Term**").

### 3. Obligations.

#### Uber Obligations.

- Uber agrees to provide a platform for PSTA riders 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 a unique option on the Uber App ("**PSTA View**") for PSTA riders to access and request Completed Rides, as defined below.
  - The PSTA View shall available during the Term of this Agreement.
  - Names and photographs of Partner Drivers, along with a description of such Partner Driver's vehicle, will be visible in the PSTA View.
  - The PSTA View will only be visible within the Map Area from the hours of 6:00am to 11:00pm each day.
  - The PSTA View will not be available once PSTA has exceeded its Budget amount (as defined below).

#### PSTA Obligations.

- PSTA agrees to supplement and pay up to Five U.S. Dollars (\$5.00) per ride which is requested through the Uber App using the PSTA View for riders being transported to or from a "Direct Connect Stop" identified on Attachment 1 and within a single "Direct Connect Expansion Zone" as set forth on Attachment 1 ("**Completed Rides**"), up to an aggregate maximum amount of One Hundred Thousand U.S. Dollars and No/100 (\$100,000.00) ("**Budget**"). Any ride which passes through more than one Direct Connect Expansion Zone shall not be considered a Completed Ride and the rider shall be solely responsible for the full amount of the ride. The rider shall be solely responsible for any amount over the \$5.00 paid by PSTA per Completed Ride. The Budget is the total maximum for all amount paid under this Agreement, that certain initial Pilot Agreement between PSTA and Uber dated February 22, 2016, and under any and all similar

agreements PSTA may have with other providers to supplement rides as part of PSTA's initial pilot program or this direct connect transportation alternative program. PSTA will pay for all Completed Rides as specified above up until the earlier of (a) the aggregate total paid by PSTA for 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 View (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 a portion of the fee for any Completed Rides booked through the PSTA View within the Map Area 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

#### 5. **Fees.**

During the Term of the Agreement, Uber agrees to invoice PSTA on a monthly basis for PSTA's share of the total cost of 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.

Upon expiration of the Term of the Agreement, Uber agrees, to provide an anonymous report to PSTA detailing the total amount billed to PSTA during the Term hereof, including the following categories of anonymous data: (i) date and (ii) trip count for each week period during said Term (collectively, the "**PSTA Trip Data**"). Uber shall provide written certification with respect to the total amount billed to PSTA during the Term, which shall be executed by Uber's head of finance or individual of similar seniority within Uber's organization. All PSTA Trip Data provided by Uber to PSTA shall be submitted in a form similar to the letter attached hereto as Attachment 2 ("**PSTA Trip Data Letter**") and any such PSTA 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".

#### 6. **Contacts.**

For Uber:

Name: Tom Maguire  
Email: tomm@uber.com

For PSTA:

Name: Brad Miller  
Email: BMiller@psta.net

**EXHIBIT B**  
**INSURANCE POLICY COI**



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MMDDYYYY)  
09/21/2016

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.

**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).**

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. San Francisco CA Office 425 Market Street Suite 2800 San Francisco CA 94105 USA	<b>CONTACT NAME:</b> PHONE (A/C, No Ext):      FAX (A/C, No.):	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Rasier LLC, Rasier-CA LLC, Rasier-DC LLC, Rasier-PA LLC 1455 Market Street, 4th Floor San Francisco CA 94103 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A: James River Insurance Company	12203
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER: 570061481007**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD 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

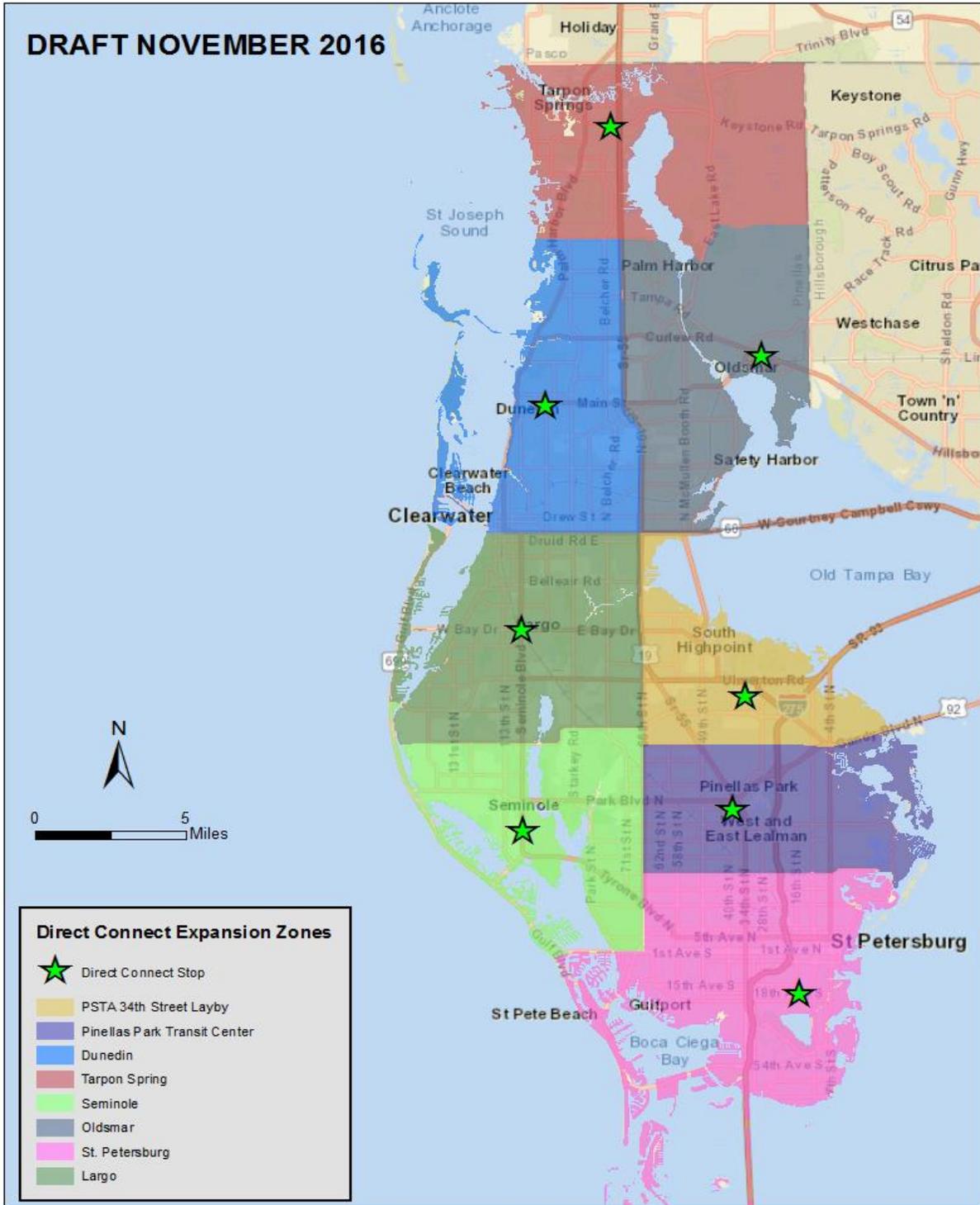
INS. LTR.	TYPE OF INSURANCE	ADD. INS.	SUBM. BY	POLICY NUMBER	POLICY EFF. (MMDDYYYY)	POLICY EXP. (MMDDYYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMBOP AGG
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA436100FL-01	03/01/2016	03/01/2017	COMBINED SINGLE LIMIT (Per accident)      \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured/Underinsured CSL      \$1,000,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> COV <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> DIS. STATUS <input type="checkbox"/> OTH. EC E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

Certificate No : 570061481007

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Pursuant to policy terms and conditions:  
 A. "Rideshare driver" is an individual that is operating a motor vehicle in connection with the use of the UberPartner application.  
 B. Covered autos are passenger autos being used following the Rideshare Driver's logged and recorded acceptance in the UberPartner application using account credentials issued under a contract with a Named Insured to provide transportation services while the Rideshare driver is en route to the pick up location of the requested transportation services, or travelling to the final destination of the requested transportation services, including but not limited to dropping-off of passengers.

<b>CERTIFICATE HOLDER</b>  Rasier LLC, Rasier-CA LLC, Rasier-DC LLC, Rasier-PA LLC 1455 Market Street, 4th Floor San Francisco CA 94103 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Insurance Services West, Inc.</i>
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**ATTACHMENT 1  
MAP AREA**



**ATTACHMENT 2  
PSTA TRIP DATA LETTER**

**CONFIDENTIAL TRADE SECRET<sup>1</sup>**

\_\_\_\_\_, 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: \_\_\_\_\_  
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]

[EMAI]

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

## DIRECT CONNECT TRANSPORTATION ALTERNATIVE PROGRAM AGREEMENT

THIS DIRECT CONNECT TRANSPORTATION ALTERNATIVE PROGRAM AGREEMENT (“**Agreement**”) dated as of \_\_\_\_\_, 2016 (“**Effective Date**”) by and between **BAY AREA METRO, LLC D/B/A UNITED TAXI**, a Florida limited liability company, with its principal address located at 17174 US Highway 19 North, Clearwater, Florida 33764 (“**Provider**”) 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.

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 Provider Marks.** Subject to the restrictions described in Section 4.3 below, Provider hereby grants PSTA a limited, non-exclusive and non-transferable license during the Term to use the Provider 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 “**Provider Marks**” will mean the trademarks, service marks, trade names, copyrights, logos, slogans and other identifying symbols and indicia of Provider in their entirety and exactly as provided by Provider to PSTA for the purposes of this Agreement only. Notwithstanding anything to the contrary herein, the Provider Marks will remain the property of Provider. Provider shall, at its sole cost and expense, provide to PSTA any digital or print media using the Provider 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 Provider 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 Provider 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 be required to 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 Provider 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; 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 prompt 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

5.3 Trade Secrets. The parties agree that certain information disclosed or made available in connection with this Agreement may constitute trade secrets of Provider 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.

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 Provider. Provider 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 Provider and its employees, agents, or contractors in their performance under this Agreement; (b) a breach of Provider's representations, warranties or obligations in this Agreement; or (c) any claims that Provider Marks infringe a third party's intellectual property rights, as long as the Provider Marks have been used in the manner approved by Provider.

8.3 Defenses. PSTA and Provider 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 Provider of any claim subject to indemnification hereunder. Provider will assume the defense of the claim through counsel designated by it and reasonably acceptable to PSTA. Provider 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 Provider in the defense of a claim, at Provider's expense.

9. **LIMITS OF LIABILITY**. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR PROVIDER'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, Provider 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 Provider's obligations under this Agreement and the actions of its employees and drivers. 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, Provider 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, Provider 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. Provider may, in its sole discretion, update the Florida Insurance Policy from time to time.

## 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.

**BAY AREA METRO, LLC D/B/A UNITED TAXI**

**PINELLAS SUNCOAST TRANSIT AUTHORITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name:

Brad Miller, CEO

Title:

Reviewed and approved:

\_\_\_\_\_  
Alan S. Zimmet, General Counsel

## EXHIBIT A ACTIVITIES

### 1. **Overview.**

The activities described herein shall take place in Pinellas County, Florida, as set forth in the map attached hereto as Attachment 1 (“**Map Area**”).

### 2. **Term.**

Unless terminated earlier as provided herein, the term of this Agreement shall commence on the Effective Date and continue through \_\_\_\_\_, 2017 (“**Term**”).

### 3. **Obligations.**

#### Provider Obligations.

- Provider agrees to provide a platform for PSTA riders to obtain Completed Rides (as defined below) as set forth in this Agreement.
- Provider agrees to provide a dedicated account manager and customer support team to assist with customer service via a 24/7 online support portal.
- Provider agrees to create a unique promo code (“**PSTA Code**”) for PSTA to distribute to its riders.
  - The PSTA Code shall be valid during the Term of this Agreement.
  - The PSTA Code will unlock a vehicle view (“**PSTA View**”) within the Provider App.
  - Vehicle identifying information will be visible in the PSTA View.
  - The PSTA View will only be visible within the Map Area.
  - The PSTA View will be visible but no rides will be available within the PSTA View once PSTA has exceeded its Budget amount (as defined below).

#### PSTA Obligations.

- PSTA agrees to supplement and pay up to Five U.S. Dollars (\$5.00) per ride which is requested through the United App using the PSTA View or by Telephone for riders being transported to or from a “Direct Connect Stop” identified on Attachment 1 and within a single “Direct Connect Expansion Zone” as set forth on Attachment 1 (“**Completed Rides**”), up to an aggregate maximum amount of One Hundred Thousand U.S. Dollars and No/100 (\$100,000.00) (“**Budget**”). Any ride which passes through more than one Direct Connect Expansion Zone shall not be considered a Completed Ride and the rider shall be solely responsible for the full amount of the ride. The rider shall be solely responsible for any amount over the \$5.00 paid by PSTA per Completed Ride. The Budget is the total maximum for all amount paid under this Agreement, that certain initial Pilot Agreement between PSTA and United dated February 22, 2016, and under any and all similar agreements PSTA may have with other providers to supplement rides as part of PSTA’s initial pilot program or this direct connect transportation alternative

program. PSTA will pay for all Completed Rides as specified above up until the earlier of (a) the aggregate total paid by PSTA for Completed Rides reaches the Budget (pursuant to United's internal records) or (b) PSTA has provided written notice to United to turn off the PSTA View (in which case, PSTA shall pay for all rides only up until 24 hours from such notice to United). Notice under this provision shall be delivered via an email to [nickcambas@goredcab.com](mailto:nickcambas@goredcab.com) with a copy to [contracts@psta.com](mailto:contracts@psta.com).

- PSTA may advise its riders that a portion of the fee for any Completed Rides booked through the PSTA View within the Map Area will be billed to PSTA.
- PSTA will honor its payment obligation unless or until PSTA gives Provider notice that the maximum Budget amount has been reached. This obligation shall not extend to rides which are initiated more than twenty-four (24) hours after PSTA has given Provider notice that the maximum Budget amount has been reached.

#### 4. **Miscellaneous.**

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

#### 5. **Fees.**

During the Term of the Agreement, Provider agrees to invoice PSTA on a monthly basis for PSTA's share of the total cost of 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.

Upon expiration of the Term of the Agreement, Provider agrees, to provide an anonymous report to PSTA detailing the total amount billed to PSTA during the Term hereof, including the following categories of anonymous data: (i) date, (ii) trip count, (iii) average fare, and (iv) average distance, for each week period during said Term (collectively, the "**PSTA Trip Data**"). Provider shall provide written certification with respect to the total amount billed to PSTA during the Term, which shall be executed by Provider's head of finance or individual of similar seniority within Provider's organization. All PSTA Trip Data provided by Provider to PSTA shall be submitted in a form similar to the letter attached hereto as Attachment 2 ("**PSTA Trip Data Letter**") and any such PSTA Trip Data (including the PSTA Trip Data Letter) shall be subject to the confidentiality provisions set forth in Section 5 of the Agreement.

#### 6. **Contacts.**

For Provider:

Name:

Email:

For PSTA:

Name: Brad Miller

Email: [BMiller@psta.net](mailto:BMiller@psta.net)

**EXHIBIT B  
INSURANCE POLICY COI**

Client#: 1513954 303BAYARE

**ACORD** **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)  
06/24/2015

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

<b>PRODUCER</b> BB&T-John Burnham Ins Services 750 B Street Suite 2400 San Diego, CA 92101 619 231-1010	<b>CONTACT NAME:</b> Masoud Shahri <b>PHONE (A/C, No. Ext):</b> 619 231-1010 <b>FAX (A/C, No):</b> 888-328-1322 <b>E-MAIL ADDRESS:</b> INSURER(S) AFFORDING COVERAGE <b>NAIC #</b> INSURER A: <b>Wego Insurance Company</b> <b>25011</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
---	--

**INSURED:**  
 Bay Area Metro LLC  
 DBA: United Taxi  
 17174 US Highway 19 N  
 Clearwater, FL 33764

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD 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.

PLS	TYPE OF INSURANCE	ADD. CODES INSR. CLASS.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES FOR: <input type="checkbox"/> POLICY <input type="checkbox"/> PROCL. <input type="checkbox"/> LOG					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (CLASSIFICATION) \$ MED EXP (Any one person) \$ PERSONAL & ADY INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ LOG \$
<b>A</b>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-SCHEDULED AUTOS UMBRELLA LIAB. <input type="checkbox"/> OCCUR EXCESS LIAB. <input type="checkbox"/> CLAIMS-MADE (MED) <input type="checkbox"/> RETENTIONS WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR PARTNER/EXECUTIVE/OFFICER/ MEMBER EXCLUDED? (Mandatory in MI) Yes/No/Not a corp. <input type="checkbox"/> Y/N <input type="checkbox"/> N/A DESCRIPTION OF OPERATIONS below		WPP106827202	07/01/2015	07/01/2016	COVERED BRGKE LIMIT (Per accident) \$ BODILY INJURY (Per person) <b>\$125,000</b> BODILY INJURY (Per accident) <b>\$250,000</b> PROPERTY DAMAGE (Per accident) <b>150,000</b> EACH OCCURRENCE \$ AGGREGATE \$ RETENTIONS \$ (STATES) (FORM) (REV) EL, EACH ACCIDENT \$ EL, DISEASE - EX EMPLOYEE \$ EL, DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ADWA ACORD 101, Additional Remarks Schedule, if data space is required)  
 Certificate is subject to policy limits, conditions and exclusions.  
 30 Days Notice of Cancellation/10 Days for Non-Payment

<b>CERTIFICATE HOLDER</b> Pinellas Co. Board of Co. Comm c/o St. Pete-Clearwater Int'l Airport 14700 Terminal Blvd Ste221 Clearwater, FL 33762	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>John S. Hill</i>
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XL 1563158

Renewal of Number

**United States Liability Insurance Company**

1190 Devon Park Drive, Wayne, Pennsylvania 19087

A Member Company of United States Liability Insurance Group

POLICY DECLARATIONS

No. XL 1563158A

NAMED INSURED AND ADDRESS:

Bay Area Metro, LLC; Red Cab, Inc & Seven 7s

Dispatch, Inc

DBA: United Taxi

17174 US Highway 19 North

Clearwater, FL 33764

POLICY PERIOD: (MO. DAY YR.) From: 11/19/2015 To: 11/19/2016

12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

FORM OF BUSINESS:

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Excess Liability Coverage	\$563.00
<b>TOTAL:</b>	<b>\$563.00</b>

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue  
**See Endorsement EOD (1/95)**

Agent: HULL & COMPANY, INC. (ST. PETERSBURG, FL) (229)  
P.O. Box 20027  
Saint Petersburg, FL 33742-0027

Issued: 11/19/2015 11:28 AM

Broker: 13080 S. Belcher Road  
Largo, FL 33773

By:   
Authorized Representative

UPD (08-07) THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

### EXTENSION OF DECLARATIONS

Policy No. XL 1563158A

Effective Date: 11/19/2015

12:01 AM STANDARD TIME

#### FORMS AND ENDORSEMENTS

**The following forms apply to the policy**

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
IUL117	09/10	Nuclear Energy Liability Exclusion (Broad Form)
L-461	02/11	"Assault" Or "Battery" Exclusion
L-632FL	10/05	Florida State Amendatory Endorsement
TRIADN	01/15	Disclosure Notice of Terrorism Insurance Coverage
XL101	05/07	Automobile Exclusion
XL542	01/08	Exclusion Of War And Certified Acts Of Terrorism
XLP	07/05	Excess Liability Policy
XLP Jacket	09/10	Excess Liability Policy Jacket

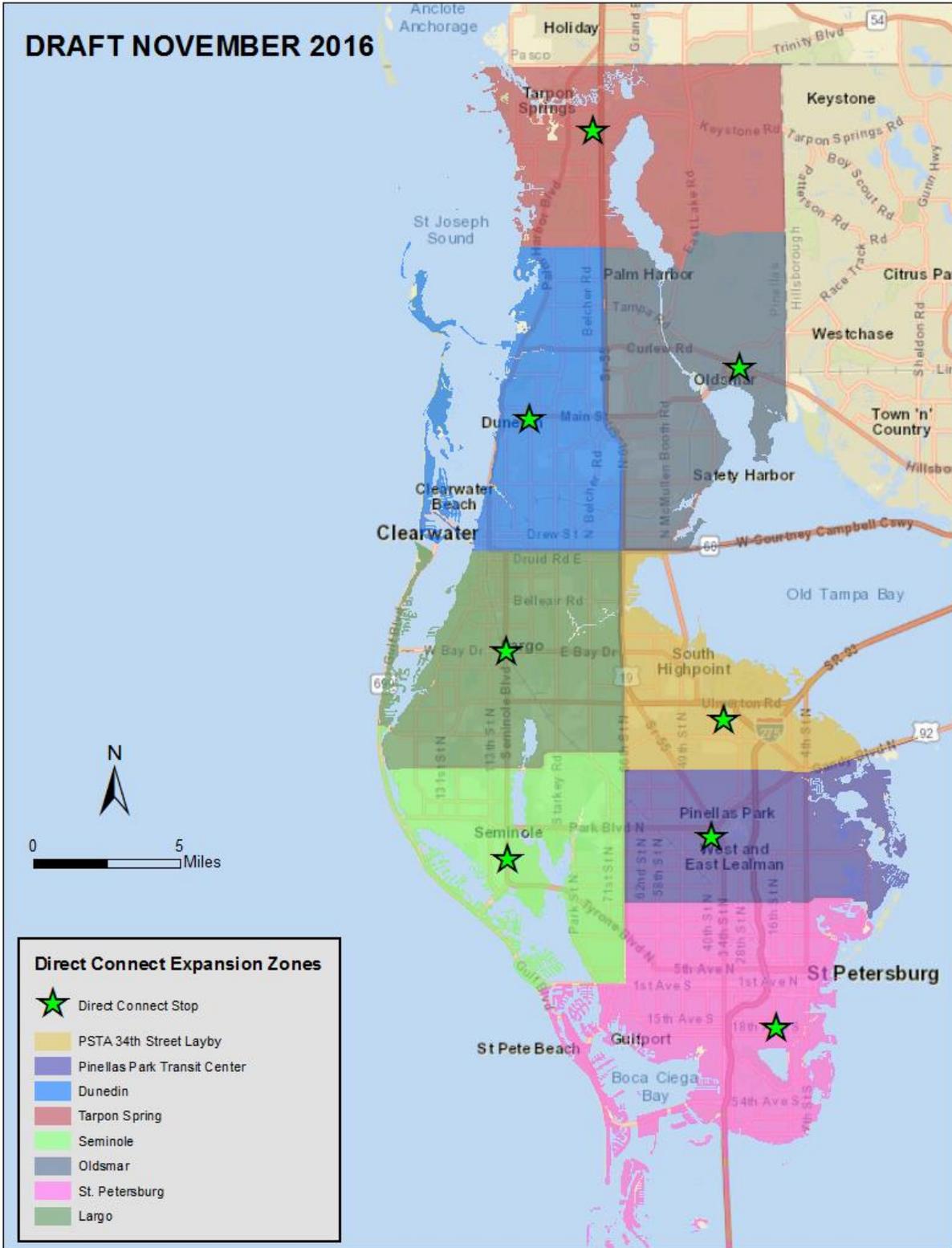
<b>EXCESS LIABILITY COVERAGE DECLARATIONS</b>		
<b>Policy No. XL 1563158A</b>	Effective Date: 11/19/2015 12:01 AM STANDARD TIME	
<b>LIMITS OF INSURANCE</b>		
Each Occurrence Limit		<b>\$1,000,000</b>
Personal & Advertising Injury Limit		<b>\$1,000,000</b>
Products/Completed Operations Aggregate Limit		<b>Included</b>
General Aggregate Limit (other than Products/Completed Operation s)		<b>\$1,000,000</b>
<b>SELF INSURED RETENTION</b>		<b>\$0</b>
<b>LOCATION OF COVERAGE</b>		
<i>Location</i>	<i>Address</i>	<i>Territory</i>
PER UNDERLYING POLICY/POLICIES		
<b>SCHEDULE OF UNDERLYING INSURANCE ATTACHED</b>		
Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue: <b>See Form EOD (01/95)</b>		
<small>THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.</small>		

**SCHEDULE OF UNDERLYING INSURANCE**

Attached to and forming part of Policy No. **XL 1563158A**

<i>Underlying Carrier</i>	<i>General Liability</i>	<i>Limits of Insurance</i>
Covington Specialty Insurance Company VBA341726 11/19/2015 - 11/19/2016	Each Occurrence	\$1,000,000
	Personal & Advertising Injury	\$1,000,000
	Products/Completed Operations Aggregate	Included
	General Aggregate	\$2,000,000

**ATTACHMENT 1  
MAP AREA**



**ATTACHMENT 2  
PSTA TRIP DATA LETTER**

**ATTACHMENT 2  
PSTA TRIP DATA LETTER**

\_\_\_\_\_, 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 Bay Area Metro, LLC ("United Taxi") 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:	_____
Total Trip Count:	_____
Total Cost:	_____

Thank you,

[NAME]  
[EMAIL]

Agreement  
Page 12 of 12

## DIRECT CONNECT TRANSPORTATION ALTERNATIVE PROGRAM AGREEMENT

THIS DIRECT CONNECT TRANSPORTATION ALTERNATIVE PROGRAM AGREEMENT (“**Agreement**”) dated as of \_\_\_\_\_, 2016 (“**Effective Date**”) by and between **WHEELCHAIR TRANSPORT SERVICE, LLC** a Florida limited liability company, with its principal address located 14561 58<sup>th</sup> Street North, Clearwater, Fl 33760 (“**Provider**”) 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.

### 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 Provider Marks.** Subject to the restrictions described in Section 4.3 below, Provider hereby grants PSTA a limited, non-exclusive and non-transferable license during the Term to use the Provider 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 “**Provider Marks**” will mean the trademarks, service marks, trade names, copyrights, logos, slogans and other identifying symbols and indicia of Provider in their entirety and exactly as provided by Provider to PSTA for the purposes of this Agreement only. Notwithstanding anything to the contrary herein, the Provider Marks will remain the property of Provider. Provider shall, at its sole cost and expense, provide to PSTA any digital or print media using the Provider 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 Provider 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 Provider 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 be required to 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 Provider 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; 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 prompt 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

5.3 Trade Secrets. The parties agree that certain information disclosed or made available in connection with this Agreement may constitute trade secrets of Provider 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 Provider of its determination and intent to disclose 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 Provider. Provider 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 Provider and its employees, agents, or contractors in their performance under this Agreement; (b) a breach of Provider's representations, warranties or obligations in this Agreement; or (c) any claims that Provider Marks infringe a third party's intellectual property rights, as long as the Provider Marks have been used in the manner approved by Provider.

8.3 Defenses. PSTA and Provider 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 Provider of any claim subject to indemnification hereunder. Provider will assume the defense of the claim through counsel designated by it and reasonably acceptable to PSTA. Provider 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 Provider in the defense of a claim, at Provider's expense.

9. **LIMITS OF LIABILITY**. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR PROVIDER'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, Provider 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 Provider's obligations under this Agreement and the actions of its employees and drivers. 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, Provider 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, Provider 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. Provider may, in its sole discretion, update the Florida Insurance Policy from time to time.

## 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.

**WHEELCHAIR TRANSPORT SERVICES**

By: \_\_\_\_\_

Printed Name: Robert Gagliardi

Title: General Manager

**PINELLAS SUNCOAST TRANSIT AUTHORITY**

By: \_\_\_\_\_

Brad Miller, CEO

Reviewed and approved:

\_\_\_\_\_  
Alan S. Zimmet, General Counsel

## EXHIBIT A ACTIVITIES

### 1. **Overview.**

The activities described herein shall take place in Pinellas County, Florida, as set forth in the map attached hereto as Attachment 1 ("**Map Area**").

### 2. **Term.**

Unless terminated earlier as provided herein, the term of this Agreement shall commence on the Effective Date and continue through \_\_\_\_\_, 2017 ("Term").

### 3. **Obligations.**

#### Provider Obligations.

- Provider agrees to provide a platform for PSTA riders who, due to a disability are unable to use other contractors to obtain Completed Rides (as defined below) as set forth in this Agreement.
- Provider agrees to provide a dedicated account manager and customer support team to assist with customer service via a 24/7 support.
- Provider shall prohibit drivers from accepting tips or gratuity from riders.

#### PSTA Obligations.

- PSTA agrees to supplement and pay up to Five U.S. Dollars (\$5.00) per ride which is requested by PSTA riders being transported to or from a "Direct Connect Stop" identified on Attachment 1 and within a single "Direct Connect Expansion Zone" as set forth on Attachment 1 ("**Completed Rides**"), up to an aggregate maximum amount of One Hundred Thousand U.S. Dollars and No/100 (\$100,000.00) ("**Budget**"). Any ride which passes through more than one Direct Connect Expansion Zone shall not be considered a Completed Ride and the rider shall be solely responsible for the full amount of the ride. The rider shall be solely responsible for any amount over the \$5.00 paid by PSTA per Completed Ride. The Budget is the total maximum for all amounts paid under this Agreement, and all amounts paid under any and all similar agreements PSTA may have with other providers to supplement rides as part of PSTA's initial pilot program or this direct connect transportation alternative program. PSTA will pay for all Completed Rides up until the earlier of (a) Completed Rides reaches the Budget (pursuant to Provider's internal records) or (b) PSTA has provided written notice to Provider that it has reached the Budget (in which case, PSTA shall pay for all rides only up until 24 hours from such notice to Provider). Notice under this provision shall be delivered via an email to [bob@williamstrans.com](mailto:bob@williamstrans.com).
- PSTA may advise its riders that a portion of the fee for any Completed Rides dispatched pursuant to this Agreement will be billed to PSTA.

4. **Miscellaneous.**

The parties acknowledge and agree that: (a) PSTA has no ownership or control over Provider, Provider's drivers, or Provider's vehicles; or Provider's dispatch system and logistics.

5. **Fees.**

During the Term of the Agreement, Provider agrees to invoice PSTA on a monthly basis for PSTA's share of the total cost of 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. PSTA will honor its payment obligation unless or until PSTA gives Provider notice that the maximum Budget amount has been reached. This obligation shall not extend to rides which are initiated more than twenty-four (24) hours after PSTA has given Provider notice that the maximum Budget amount has been reached.

Upon expiration of the Term of the Agreement, Provider agrees, to provide an anonymous report to PSTA detailing the total amount billed to PSTA during the Term hereof, including the following categories of anonymous data: (i) date and (ii) trip count for each week period during said Term (collectively, the "**PSTA Trip Data**"). Provider shall provide written certification with respect to the total amount billed to PSTA during the Term, which shall be executed by Provider's head of finance or individual of similar seniority within Provider's organization. All PSTA Trip Data provided by Provider to PSTA shall be submitted in a form similar to the letter attached hereto as Attachment 2 ("**PSTA Trip Data Letter**") and any such PSTA Trip Data (including the PSTA Trip Data Letter) shall be subject to the confidentiality provisions set forth in Section 5 of the Agreement.

6. **Contacts.**

For Provider:

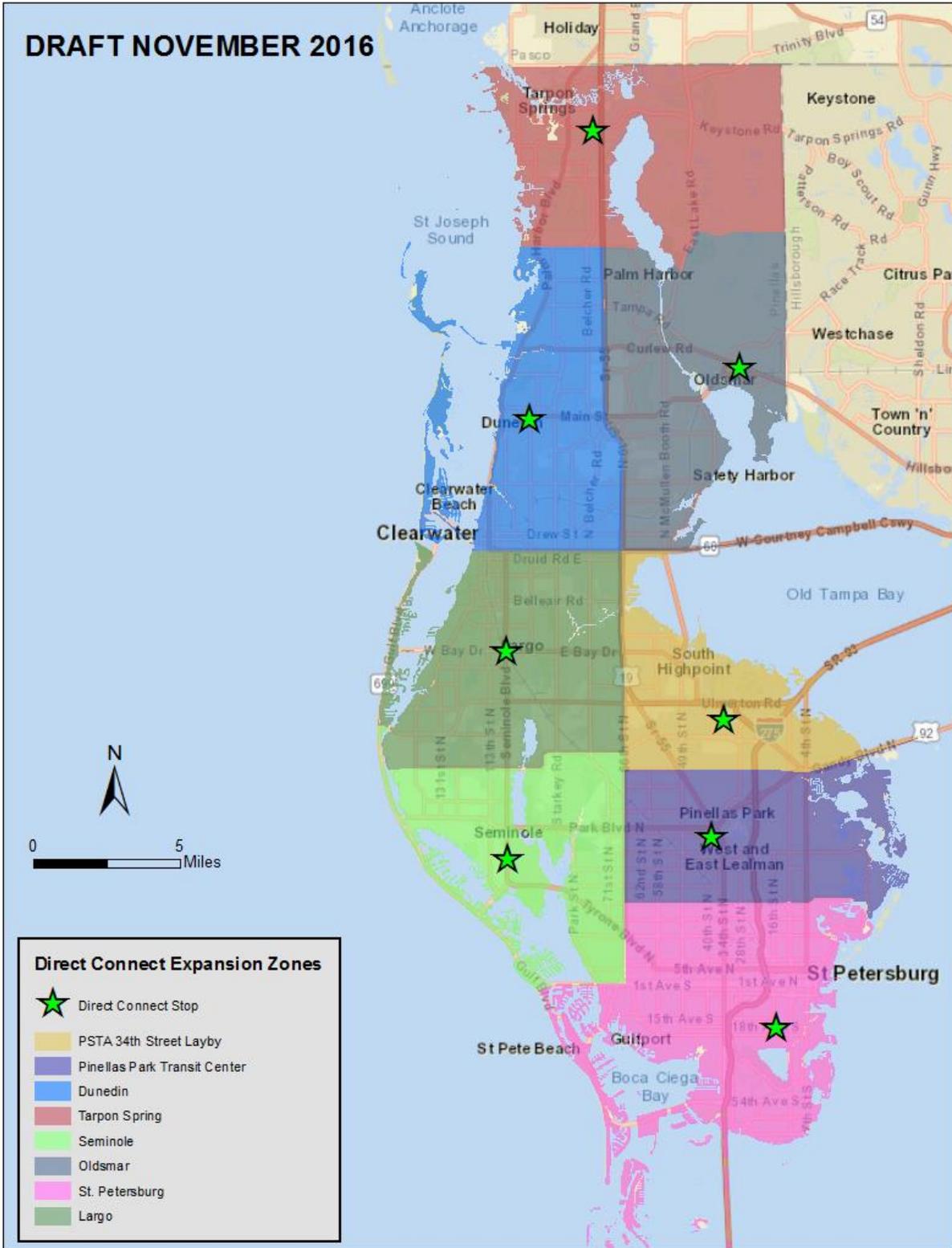
Name: Robert Galiardi  
Email: bob@williamstrans.com

For PSTA:

Name: Brad Miller  
Email: [BMiller@psta.net](mailto:BMiller@psta.net)

**EXHIBIT B**  
**INSURANCE POLICY COI**

**ATTACHMENT 1  
MAP AREA**



**ATTACHMENT 2  
PSTA TRIP DATA LETTER**

\_\_\_\_\_, 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 Care Ride, LLC ("Care Ride") 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:	_____
Total Trip Count:	_____
Total Cost:	_____

Thank you,

[NAME]  
[EMAIL]