

GENERAL SERVICES AGREEMENT

This General Services Agreement (“**Agreement**”) dated as of March 14 2018 (“**Effective Date**”) by and between Lyft, Inc., a Delaware corporation, located at 185 Berry Street, Suite 5000, San Francisco, CA 94107 (“**Lyft**”) and Pierce County Public Transportation Benefit Area Corporation (“**Pierce Transit**”) a Washington State municipal corporation, located at 2701 96th St. SW, Lakewood, WA 98499-4431 (“**Partner**”).

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. **Background.** Lyft operates a ridesharing platform (“**Lyft Platform**”) and mobile application (the “**Lyft App**”) which allows users the opportunity to request a ride from one location to another (each, a “**Ride**”). The transportation services (“**Driving Services**”) are provided by authorized drivers using their own vehicles (“**Drivers**”). Lyft also provides enterprise transportation solutions through its Concierge Service, and Lyft Codes programs (collectively, “**Programs**”) to business partners to administer, track and manage its transportation spend for its authorized user riders (each, a “**User**”). Partner desires to participate in the Programs, and Lyft and Partner agree to launch the Programs in accordance with the terms of this Agreement and as specified in Exhibit A.

2. **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 expressly agreed to in Section 3 (and Exhibit A) of this Agreement, each party shall be responsible for its expenses and costs during its performance under this Agreement.

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 payment schedule set forth in Exhibit A. The maximum that Pierce Transit will pay under this agreement is \$152,653.00 (“**Budgeted Amount**”). Pierce Transit will only pay for up to twelve (12) Eligible Rides per User per week during the term of this agreement.

4. **Proprietary Rights.**

4.1 **License to Use Lyft Marks.** Lyft hereby grants to Partner a revocable, time-limited, royalty-free, non-exclusive, non-transferable, non-sublicensable right and license to use all names, marks and logos associated with Lyft (collectively, “**Lyft Marks**”) during the Term, solely in furtherance of Partner’s obligations in this Agreement. Partner’s use of any of the Lyft Marks shall be subject to Lyft’s prior written approval in each instance. Lyft warrants and represents that it has (or has obtained from all appropriate rights holders) all necessary rights and authority to grant the license granted by it hereunder. Partner hereby covenants and agrees that the Lyft Marks shall remain the sole and exclusive property of Lyft and that Partner shall not hold itself out as having any ownership rights with respect thereto. Any and all goodwill associated with the Lyft Marks shall inure directly to the benefit of Lyft. Partner’s use of Lyft Marks must conform to Lyft’s usage guidelines and instructions as Lyft may provide or update from time to time (and in no event shall the color, style, appearance, or relative dimensions of the Lyft Marks be altered or changed in any way).

4.2 License to Use Partner Marks. Partner hereby grants to Lyft a revocable, time-limited, royalty-free, non-exclusive, non-transferable, non-sublicensable right and license to use all names, marks and logos associated with Partner (collectively, "Partner Marks") during the Term, solely in furtherance of Lyft's obligations in this Agreement. Lyft's use of any of the Partner Marks shall be subject to Partner's prior written approval in each instance. Partner warrants and represents that it has (or has obtained from all appropriate rights holders) all necessary rights and authority to grant the license granted by it hereunder. Lyft hereby covenants and agrees that the Partner Marks shall remain the sole and exclusive property of Partner and that Lyft shall not hold itself out as having any ownership rights with respect thereto. Any and all goodwill associated with the Partner Marks shall inure directly to the benefit of Partner. Lyft's use of Partner Marks must conform to Partner's usage guidelines and instructions as Partner may provide or update from time to time (and in no event shall the color, style, appearance, or relative dimensions of the Partner Marks be altered or changed in any way).

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 (collectively, the "**Confidential Information**"). For purposes hereof, Confidential Information is that information marked by Disclosing Party as "Confidential" or "Proprietary," but regardless of such markings, 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 as defined by the Washington State Public Records Act (RCW 42.56) ("PRA") which does not fall within any exemption from disclosure; or (f) independently developed without use of the other party's Confidential Information.

5.2 Requirements. Except as otherwise required by applicable law, including the PRA, 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 for 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 such request prior to disclosure to allow the Disclosing Party to exert efforts to limit disclosure pursuant to any available bases under applicable law. If the Receiving Party determines that it must disclose such information, then Receiving Party will provide Disclosing Party a minimum of fifteen (15) calendar days notice prior to the proposed disclosure, 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 or if returning such copies is not commercially infeasible for Receiving 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.

5.3 Washington State Public Records Act. Lyft acknowledges that Partner is a government entity subject to the Washington State Public Records Act found at Chapter 42.56 of the Revised Code of Washington ("PRA"). In the event that Partner receives any demand or request under the PRA or other public records law for any marked Confidential Information whether or not received in connection with this agreement, or in connection with any other services performed by Lyft, Partner will immediately notify Lyft of such request in writing. In no event will Partner make a PRA disclosure of such information before fifteen (15) calendar days have elapsed from the date that Partner notifies Lyft of the PRA request in order to allow Lyft to seek court order to prevent or limit disclosure. Lyft will bear responsibility for all legal costs associated with Lyft seeking a court order to prevent any such disclosure.

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. Additionally, both Parties acknowledge and agree that Lyft is not performing transportation services for the general public under this Agreement, and therefore this Agreement shall not be subject to 49 C.F.R. §37.23.

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. SPECIFICALLY, LYFT MAKES NO WARRANTIES CONCERNING THE LYFT APP, LYFT PLATFORM, LYFT CREDITS, CODES, OR OTHERWISE ("LYFT MATERIALS"). LYFT PROVIDES THE LYFT MATERIALS "AS IS" AND WITHOUT WARRANTY. LYFT DOES NOT WARRANT THAT THE LYFT MATERIALS WILL MEET PARTNER'S REQUIREMENTS OR THAT THE OPERATION OF THE LYFT MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, LYFT SPECIFICALLY DISCLAIMS ALL WARRANTIES IN RESPECT TO THE LYFT MATERIALS, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. IN THE EVENT THAT A CODE OR LYFT CREDIT IS NONFUNCTIONAL, PARTNER'S SOLE REMEDY, AND LYFT'S SOLE LIABILITY, SHALL BE THE REPLACEMENT OF SUCH CODE OR LYFT CREDIT.

8. **Ownership and Feedback.** Lyft and its affiliates are and shall remain the owners of all right, title and interest in and to the Lyft Materials, including any updates, enhancements and new versions thereof, and all related documentation and materials provided or available to Partner or any User in connection with this Agreement. Partner acknowledges and agree that any questions, comments, suggestions, ideas, feedback or other information about the Programs (“Feedback”) provided by Partner to Lyft are non-confidential and shall become the sole property of Lyft. Lyft shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to Partner or any User

9. **Indemnification.**

9.1 **Indemnification by Partner.** Partner agrees to defend, indemnify and hold harmless Lyft and its directors, officers, employees, subcontractors and agents from and against third party all claims, suits, causes of action, damages, costs (including reasonable and documented attorneys' fees), judgments and other expenses arising out of or related to (i) Partner's breach of this Agreement; (ii) Partner's violation of the representations and warranties in Section 7; (iii) any allegation that Lyft's use of Partner's Marks or intellectual property as permitted herein infringes or misappropriates the intellectual property rights of a third party, including without limitation patent, copyright, trademark or other proprietary or intellectual property rights of such third party; (iv) allegations of negligence or misconduct of Partner and its employees or agents; and (v) Partner's violation of applicable law.

9.2 **Indemnification by Lyft.** Lyft agrees to defend, indemnify and hold harmless Partner and its directors, officers, employees, subcontractors and agents from and against all third party claims, suits, causes of action, damages, costs (including reasonable and documented attorneys' fees), judgments and other expenses arising out of or related to (i) Lyft's breach of this Agreement; (ii) Lyft's violation of the representations and warranties in Section 7; (iii) any allegation that Partner's use of Lyft's Marks or intellectual property as permitted herein infringes or misappropriates the intellectual property rights of a third party, including without limitation patent, copyright, trademark or other proprietary or intellectual property rights of such third party; (iv) allegations of negligence or misconduct of Lyft and its employees or agents; and (v) Lyft's violation of applicable law.

9.3 **Indemnification Procedure.** A party's obligation to indemnify the other under this Section is subject to the indemnified party notifying the indemnifying party promptly in writing of any claim as to which indemnification will be sought and providing the indemnifying party reasonable cooperation in the defense and settlement thereof. In each case the indemnifying party will have the exclusive right to defend any such claim, and the indemnifying party may not settle or compromise such claim without the prior written consent of the indemnified party. An indemnified party may, at its sole cost and expense, participate in the defense of a claim with counsel of its own choosing.

10. **LIMITS OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR EITHER PARTY'S 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.

11. **Insurance.** During the term of this Agreement, Lyft shall maintain in force during the term, at Lyft's own expense, at least the following insurance coverages, placed with insurers authorized to do business in the State of Washington and that have an A.M. Best's Rating of no less than A-:

- a. Workers' Compensation Insurance in accordance with state statutory laws, including Employers' Liability with minimum limits of \$1,000,000 each Accident.
- b. Commercial General Liability Insurance with coverages including, but not limited to: bodily injury and death; assault (including sexual assault); personal injury; property damage liability; product and completed operations; personal and advertising injury; and contractual liability coverage with minimum limits of \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate.
- c. Commercial Auto Liability Insurance providing coverage for bodily injury and property damage with limits of \$1,000,000 per occurrence.

All insurance policies, with the exception of Workers' Compensation insurance, shall name Partner, its officers, elected officials, employees, agents, and volunteers as additional insured(s) via blanket endorsement for the liability policies noted above, and Lyft shall provide Partner with a copy of all Additional Insured endorsements. All policies maintained shall be written as primary policies, not contributing with coverage Partner may carry and will contain a waiver of subrogation against Partner and its insurance carrier(s) with respect to all obligations assumed by Lyft under this agreement. Partner's coverage will be excess to all valid and collectible insurance coverage available to Lyft. The insurance policies listed herein shall not be cancelled or materially reduced without thirty (30) days' prior written notice to the Partner. In no event shall the limits of any policy be considered as limiting the liability of a party under the Agreement. The fact that Lyft has obtained the insurance required hereunder shall in no manner lessen or otherwise affect such Lyft's other obligations or liabilities set forth in this Agreement.

12. **Termination.**

12.1 Termination Events. This Agreement may be terminated by either party, by thirty (30) days' written notice to the other party. Either party may terminate the Agreement immediately by written notice to the other party upon: (i) the other party becoming insolvent; (ii) the other party's initiation of any proceeding under Federal bankruptcy or state insolvency law regarding its own bankruptcy, reorganization, or insolvency; (iii) the initiation of any proceeding under Federal bankruptcy or state insolvency laws against the other party that is not dismissed within sixty (60) days; (iv) the appointment of a receiver or a similar officer for the other party or for a substantial part of the other party's property; or (v) the other party making an assignment for the benefit of creditors or otherwise being reorganized for the benefit of creditors.

12.2 Survival. Any outstanding payment obligations and Sections 3, 5, 7, 8, 9, 10, 11 (for the period specified), 12.2 and 13 shall survive the expiration or termination of this Agreement.

13. **General.**

13.1 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Washington without regard to its conflict of laws provisions. Pierce County Superior Court shall be the venue for any legal action.

13.2 Dispute Resolution. Any controversy or claim arising out of or related to this Agreement, or the breach thereof, shall be subject to the dispute resolution procedures herein. Prior to the initiation of any

action or proceeding to resolve disputes between Lyft and Partner, the parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power, who shall not have substantive involvement in the matters involved in the dispute, unless the parties otherwise agree. Failing resolution, the parties shall attempt to resolve the dispute through a mediation conducted by a person(s) or organization experienced in mediation initiated within thirty (30) days from the date of the request unless extended by agreement of both parties. At all times during the course of any unresolved dispute between the parties, the parties shall continue to supervise, direct and perform their obligations hereunder in a diligent and professional manner and without delay as provided under the terms of this agreement. The good faith completion of negotiation efforts and mediation pursuant to this Article shall be a prerequisite to the filing of any litigation.

13.3 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 provided that such notice is contemporaneously provided in written hard copy to the receiving party's legal department. Additionally, the parties may agree in Exhibit A for the provision of certain notices by email to the recipients indicated in Exhibit A.

13.4 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.

13.5 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.

13.6 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 Event 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.

13.7 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 to (a) an affiliate of such party; or (b) 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.

13.8 Relationship of Parties. The parties shall be independent contractors in their performance under this Agreement, and nothing contained in this Agreement shall be deemed to constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose. Drivers have no contractual relationship with Partner, and Partner has no responsibility for the acts or omissions of Drivers.

13.9 Entire Agreement; Amendment. 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. The Agreement may only be amended or modified through a writing signed by both Parties.

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

LYFT, INC.

By: *Gyre Renwick*
Gyre Renwick (Mar 8, 2018)
Printed Name: Gyre Renwick
Title: VP, Revenue

PARTNER, PIERCE TRANSIT

By: *Sue Dreier*
Sue Dreier (Mar 14, 2018)
Printed Name: Sue Dreier
Title: CEO

EXHIBIT A

ACTIVITIES

1. **Overview.**

The activities described herein shall take place in certain zones in Pierce County, Washington as more specifically set forth in the map attached hereto as **Attachment 1 (“Program Map Area”)**.

2. **Term.**

Unless terminated earlier as provided herein, the term of this Agreement shall commence on the Effective Date and continue through March 1, 2019 (“**Term**”) or until exhaustion of the Budgeted Amount of (\$152,653.00).

3. **Program Description and General Obligations.**

Program is known as “Limited Access Connections,” a demonstration project designed and intended to provide transit riders with “first mile/last mile” connections through rides provided by Lyft to encourage and foster transit ridership (“Program”). The Program is also designed and intended to provide students at Pierce College, Puyallup with transportation options in the evenings after the end of the Pierce Transit fixed route service. This Program is funded in part by the Mobility on Demand Sandbox Grant program of the Federal Transit Administration (FTA) and is subject to FTA approval, grant requirements, and administration.

4. **Eligible Rides.** Pierce Transit agrees to pay for Eligible Rides under this Program. As used herein, “Eligible Rides” are those rides provided through the Lyft App that meet all of the following criteria: the ride is within a Zone delineated on Exhibit A hereto; the ride is within the permissible days and permissible hours for that Zone; and the ride is: from Pierce College Puyallup; to or from the Puyallup Sounder Station; or to or from a transit center or Pierce Transit bus stop.

5. **Required elements of this program.** Lyft agrees to provide a platform through the Lyft App for passengers to obtain Program rides as described herein. Required elements of the platform for this Program are as follows:

- a) Lyft is responsible for providing the Lyft mobile driver and rider applications which will permit users to take and request Eligible Rides.
- b) Lyft is responsible for programming and maintaining an accurate geo-fencing and timeboxing of the Zones on Exhibit A to ensure effective application of subsidies to Eligible Rides.
- c) Lyft is responsible for limiting the number of Program rides to forty-eight (48) Eligible Rides per user per month during the term of this agreement.
- d) The Program’s service shall at all times be open to the general public.
- e) Lyft must provide an option for riders without smartphones to telephonically book equivalent Eligible Rides through Concierge or other similar program. Lyft will provide a portal to the Concierge program to permit a Pierce Transit staff member to book Eligible Rides with Lyft for riders who call an assigned telephone number.
- f) Lyft must provide an option for unbanked riders to sign up for the Lyft App and participate in the Program.
- g) In the Lyft App, there must be an option for a rider to request a wheelchair accessible vehicle (WAV).

In its communications to the public and potential passengers, Pierce Transit will advertise the option for users to book rides through the Concierge Program and with a Pierce Transit wheelchair accessible vehicle (WAV), and will disclose that user information and ride information will be shared with Lyft, Pierce Transit as the WAV provider, and any third-party companies as necessary to provide the Program's service.

Pierce Transit will offer service in wheelchair accessible vehicles (WAVs) that is equivalent to Lyft's service. Pierce Transit will provide contact information to Lyft to allow Lyft to provide the option for and information about the WAV provider(s) in the Lyft app.

6. The Dashboard.

a. **Access to the Dashboard.** In order for Partner to assist in managing the Programs, Lyft will provide Partner with access to an online portal owned and hosted by Lyft (the "**Dashboard**"). Within the Dashboard, Partner may view, add or remove Users, generate reports of User activity, and place certain restrictions on Users' activity. As related to the Concierge Service, Partner may also use the Dashboard to request Rides for Users. Additionally, Lyft grants Partner a non-exclusive, non-transferrable limited license to use the Dashboard solely in connection with the Programs during the Term. Partner shall not, and shall not authorize others to, (a) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the Lyft Materials; (b) sublicense, lease, rent, sell, give, or otherwise transfer or provide the Lyft Materials to any unaffiliated third party except as may be provided in this Agreement; or (c) interfere with, modify or disable any features or functionality of the Lyft Materials. Lyft reserves all rights not expressly granted to Partner under this Agreement.

b. **Partner Administrator.** Partner will designate at least one (1) authorized personnel of Partner to serve as Partner's administrator (each, an "**Administrator**") and the Administrator will be required to create Dashboard login credentials to access and use the Dashboard. Partner is responsible and will indemnify Lyft for all activity occurring under Partner's Dashboard login credentials, except to the extent caused by Lyft's breach of this Agreement. Partner will contact Lyft upon known or suspected unauthorized use under Partner's Dashboard or if Dashboard login credentials information is lost or stolen.

7. Concierge Service.

a. **General.** Under the Concierge Service, an Administrator may request a Ride for a User by submitting such request in the Dashboard (each, a "**Request**"). Each Request will include all relevant Ride information, including but not limited to, the User's first and last name, pick-up and drop-off location, and telephone number (collectively, "**User Information**"). Lyft will transmit the Request via the Lyft Platform to available Drivers. In the event a Ride is scheduled for a future date and time, Lyft will submit the Request to Drivers within a reasonable time from the desired pick-up time. If the Request is accepted by a Driver, the Driver whom accepted the Request will provide the Ride to the User. Lyft or the Driver may contact the User via the calling or texting features within the Lyft App to provide updates on the Request. If the Request is not accepted by a Driver, a notification of non-acceptance will be sent via the Dashboard. In the event of a cancellation by a Driver, Partner will be notified of such cancellation via the Dashboard. Any Request cancellations by Partner or no-

shows by Users will be subject to Lyft's cancellation policy. Partner will pay Lyft for all Rides under the Concierge Service ("**Concierge Rides**") subject to the maximum amount of compensation set forth in Section 3 of the Parties' General Services Agreement, and section 10 herein. All Concierge Rides are subject to applicable prime time surcharges and Driver availability

b. Ride Requests. When submitting a Request through Concierge, Partner consents on behalf of itself and each User to allow Lyft to use the User Information to (a) send transactional SMS texts to the User relating to the Request and User's Ride; (b) share the User Information with the Driver who accepted the Request; provided that the Driver will only receive the first name of the User and pick up and drop off location; and (c) use and store the User Information for the internal purposes of Lyft, subject to the Lyft Privacy Policy (<https://www.lyft.com/privacy>). Partner represents and warrants that (i) Partner will only submit Requests for **Users whom are eighteen (18) years of age or older**; and (ii) Partner has obtained all necessary consents from each User to share such User Information for the purposes set forth herein. Partner agrees to defend, indemnify and hold harmless Lyft and its directors, officers, employees, subcontractors and agents from and against all third party claims arising out of a breach of Partner's representations and warranties.

8. **Partner Codes:** Lyft will provide Partner with coupon codes (the "Partner Code") for use with this Agreement, with the following restrictions:

a. Valid Use: Valid for use by all Users who (a) download and install the Lyft App on a compatible mobile device; (b) create and maintain an active Lyft account, including agreeing to Lyft's Terms of Service (<https://www.lyft.com/terms>), as may be updated from time to time; (c) successfully redeem the Partner Code in the User's Lyft App; (d) take completed rides via the Lyft App which qualifies for Partner Code redemption under this Agreement; and (e) successfully apply the Lyft credit associated with the Partner Code at the end of the ride.

b. Code Expiration: Each Partner Code and its corresponding ride credits will expire under the following conditions: (a) upon termination of this Agreement, pursuant to the provisions herein, by either party or by the expiration of the Term; or (b) upon a mutually agreed upon time and date by the parties prior to creation of the Partner Codes.

c. Payment: Partner agrees to pay for any usage of the Partner Codes for Eligible Rides, subject to the terms and conditions herein. Any amount of the ride fare that is greater than the credit value of the Partner Code, Lyft shall charge the User's personal payment amount as associated with the User's Lyft account.

d. Other Code and Eligible Ride Restrictions:

i. Geofence/Timebox – The Partner Codes will be valid for Eligible Rides only and travel limited by geofences and timeboxing as outlined and detailed in **Attachment 1**.

ii. Maximum Amount – During the Term of this Agreement, the parties agree that no more than forty eight (48) Eligible Rides per User per month during the term of this agreement will be available for the Program, unless otherwise amended in writing and consent by the parties.

9. **Additional Obligations.**

a. Lyft Obligations.

- i) Lyft shall provide Users with links to surveys to be conducted throughout the project term by an Independent Evaluation team assigned by the FTA to the Partner. These will be recent trip and/or retrospective surveys; information gathered by these surveys will be anonymized.
- ii) Lyft agrees to provide an account manager as well as customer support to assist passengers with customer service via an online support portal. This shall include support to users of the Lyft App.
- iii) Lyft is responsible for securely administering the services provided by the Program and the Lyft App, including all customer information and payment methods or information. Any data collected by Lyft shall be kept and stored in accord with accepted industry privacy practices and applicable laws and regulations. No personally identifiable information shall be provided to Pierce Transit. All data provided to Pierce Transit shall be anonymized.
- iv) Lyft will market the Program by:
 - Presenting information about the Program on the Lyft blog
 - Sharing service information on social media
 - Engaging community members and business stakeholders with educational emails regarding the service
 - Developing and implementing a press outreach plan to drive publicity for the service unique to this area
 - With Pierce Transit, co-hosting a kick-off event to announce the service
- v) Any Lyft- designed and produced draft promotional materials must be submitted to Pierce Transit for its review and approval prior to publication by any means, which approval shall not be unreasonably withheld.
- vi) Lyft will not publicize the Limited Access Connections program by any means until after Pierce Transit has issued a press release about the Program with Lyft.
- vii) Reporting: Each month, along with the invoice, Lyft will provide Partner with report shall include the data fields as outlined in **Attachment 2** and a total of costs incurred to date for the Program.
- viii) Budget – The parties agree that the intention of this Agreement is to ensure Partner does not spend or incur a payment obligation of more than the Budgeted Amount of (\$152,653.00) by the cost of Eligible Rides associated with Partner Codes (“**Budget**”), unless modified or amended in writing by Partner. Lyft shall implement reasonable procedures to cancel or suspend Partner Codes within five (5) business days of reaching or surpassing the Budget.

b. Partner Obligations.

i) Pierce Transit agrees to market the Program by:

- Presenting information about the Program on the Pierce Transit website
- Sharing service information on social media
- Engaging community members and business stakeholders with educational emails regarding the service
- Developing and implementing a press outreach plan to drive publicity for the service unique to this area
- With Lyft, co-hosting a kick-off event to announce the service
- Implementing a marketing plan for the service including, but not limited to, signage, print material, rider pick-up/drop-off zones, and transit center banners.

ii) In its communications to the public and potential passengers, Pierce Transit will advertise the option for users to book rides through the Concierge Program and how to obtain WAV rides, and will disclose that user information and ride information will be shared with Lyft and any third party companies as necessary to provide the Program's service.

10. Fees; Payment.

Each month during the Term, Lyft will invoice Partner for the full dollar amount for all charges associated with eligible rides and the Concierge service requested by Partner for the preceding month. Payment is due within thirty (30) days of invoice date. All late payments shall bear interest at the lesser of one and one half percent (1.5%) per month or the maximum allowed by applicable law. Upon delivery or activation of the Partner Codes from Lyft to Partner, Partner is responsible for payment of charges relating to the Partner Codes. Lyft has the right to invoice Partner for any usage of Partner Codes by Partner or Users, even after expiration of the Term, not to exceed the Budgeted Amount referenced herein. The maximum that Pierce Transit will pay under this agreement is \$152,653.00 ("Budgeted Amount"). Pierce Transit will only pay for up to forty-eight (48) Eligible Rides per user per month during the term of this agreement.

11. Contacts.

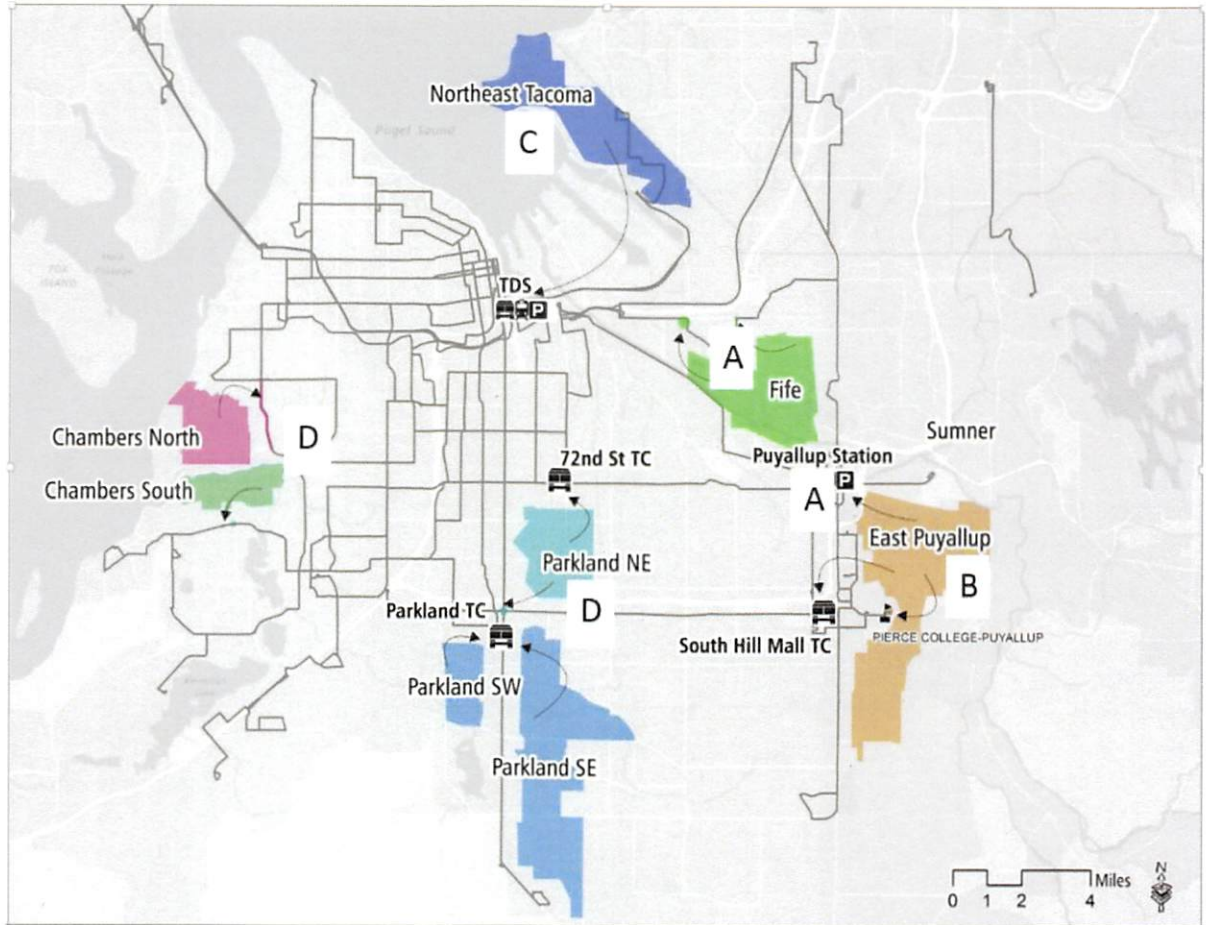
For Lyft:

Name: Paul Davis
Email: pdavis@lyft.com

For Partner:

Name: Penny Grellier
Email: pgrellier@piercetransit.org

ATTACHMENT 1
[Program Map Area]



Zone Type	Description	Days	Times	Focus
A	Puyallup Commuter/Fife Commuter	M-F	5am to 7pm	to/from the Puyallup Transit Center or Puyallup Sounder Station; provide connection to nearest time point*, bus stops along a route or Sounder Station to those customers who cannot otherwise reach transit
B	Guaranteed Ride Home	M-F	8:30 to 10:30pm	From Pierce College Puyallup to destinations within the zone
C	Browns Point/NE Tacoma Connection	7 days	9am to 4pm	Provide connection to and from the Tacoma Dome Station multimodal facility
D	Parkland/Spanaway and University Place Connections	7 days	5am to 10:30pm	Provide connection to nearest time point or bus stop along a route to riders in Parkland/Spanaway and University Place who cannot otherwise reach transit

*time point is a scheduled time at which a bus must serve a bus stop or transit center (cannot leave early)

ATTACHMENT 2
[Monthly Data Reporting]

- Monthly data report information shall include the following:

Redacted