

## Promotion Agreement

This Promotion Agreement ("**Agreement**"), is entered into as of the date of the last signature below ("**Effective Date**"), by and between Uber Technologies Inc., having an office at 1455 Market Street, 4th Floor, San Francisco, California 94103 ("**Uber**") and the entity identified below as The COMET ("**The COMET**"), regarding the promotional and marketing activities described herein (the "**Promotion**"). This Agreement consists of this cover page ("**Cover Page**"), the Terms and Conditions set forth in Exhibit A ("**General Terms**"), and any other exhibits, schedules or attachments hereto ("**Exhibits**").

1. **The COMET Name:** Central Midlands Regional Transit Authority

2. **The COMET Address, Email or Fax:**

3613 Lucius Rd, Columbia, SC 29201

[john.andoh@catchthecomet.org](mailto:john.andoh@catchthecomet.org)

3. **Promotion Description:** The COMET wishes to purchase two promo codes, together valued at \$75,000 total, to allow for riders to request rides within the service areas (to be geofenced) at a discount of \$5 off each ride.

4. **Term of Agreement:** From the Effective Date until October 1, 2019, unless terminated earlier by one of the parties as set forth in this Agreement (the "**Term**").

5. **Territory:** The COMET fixed route service areas as the geofenced areas in Richland and Lexington Counties, South Carolina. THE COMET shall provide GIS shape files to determine the fixed route service areas for the RIDECOMET18 promo code geofence, and the COMETMARKET18 promo code geofence.

6. **The COMET Obligations:** The COMET will purchase two promo codes, together valued at \$75,000 total, and promote the promo codes to riders who may take a trip within the agreed-upon geofences and include the following terms and conditions (with the correct information filled in) in each communication about each the promo code to riders:

### RIDECOMET18 Promo Code Terms and Conditions:

Must apply the promo code *RIDECOMET18* for the *The COMET On The Go! Night time service (9 p.m. to 3 a.m. only)* in the Payment section of the Uber app prior to requesting the first UberX trip within The COMET fixed route service area to redeem the discount. Discount valid for up to \$5 off maximum of UberX trips that begin or end within *The COMET Fixed Route Service Area*. Cannot be combined with other offers. Promotion valid Starting November 26, through October 1, 2019. Discount does not apply to tips. Valid for new and existing users. Limited availability. Offer and terms subject to change.

### COMETMARKET18 Promo Code Terms and Conditions:

Must apply the promo code *COMETMARKET18* for the *The COMET On The Go! Fresh food service (6 a.m. to 10 p.m. only)* in the Payment section of the Uber app prior to requesting the first UberX trip within The COMET fixed route service area to redeem


the discount. Discount valid for up to \$5 off maximum of UberX trips that begin or end within *The COMET Fixed Route Service Area*. Cannot be combined with other offers. Promotion valid November 26, through October 1, 2019. Discount does not apply to tips. Valid for new and existing users. Limited availability. Offer and terms subject to change.

7. **Uber Obligations:** Uber will provide two promo codes, together valued at \$75,000 total, in response to payment. Riders may apply the promo code to rides within the specified geofences.
8. **Uber Marks:** Uber word mark and logo mark.
9. **Consideration:** The Consideration set forth below shall be inclusive of all expenses The COMET may incur while performing its obligations.
  - **Fee: \$75,000.000**
10. **Invoicing and Payment Schedule:** The Fee shall be paid no later than 30 days after, full execution of this Agreement. Uber will provide the promo code to The COMET upon receipt of the Fee.
11. **Monthly Report:** Uber shall provide to The COMET a monthly report until the Fee runs out, which shall have the following information: trips completed in the month, number of unique riders during the month, number of times the promo code has been applied during the month, average trip distance, and average trip cost post discount.
12. **Legal Notices:** Emails to Uber under Section 13.g shall be sent to Uber Technologies Inc., ATTN: Legal Notices, 1455 Market Street, San Francisco, California 94103.

For good and valuable consideration the receipt of which is hereby acknowledged, the parties agree to the terms hereof.

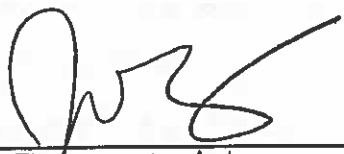
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

UBER TECHNOLOGIES INC.

By:   
Print Name: Kobra Moshkani  
Title: General Manager - Southeast

Date: 11/30/18

THE COMET

By:   
Print Name: John Andeh  
Title: Executive Director / CEO

Date: 11/15/18

## PROMOTION TERMS AND CONDITIONS

Agreement: These Promotion Terms and Conditions, together with the cover page and any exhibits, schedules or attachments constitute the "Agreement".

**1. Promotion:** Uber and the entity identified on the cover page as the promotion The COMET ("The COMET") will work together in good faith on the promotion described on the cover page ("Promotion").

**2. Term and Termination:** The term of this Agreement shall be from the date that the Agreement is fully executed until the completion of the Promotion, unless otherwise set forth on the cover page or earlier terminated by one of the parties (the "Term"). This Agreement may be terminated at the election of one party within fifteen (15) days following notice thereof if the other party commits a breach that can be cured and the breach is not cured within such period. Uber will have the right to terminate this Agreement for its convenience upon fifteen (15) days prior written notice without payment or penalty. In the event of termination due to The COMET's breach, Uber shall have no payment obligations from the breach date forward and shall be refunded a prorated amount of the Fees. Additionally, if this Agreement is terminated for any other reason (other than by The COMET for a breach by Uber), The COMET shall refund to Uber a pro rata portion of the paid Fees. Upon termination or expiration of this Agreement, each party shall immediately cease using the Marks (as defined below) of the other party, or other content provided by the other party in connection with this Agreement.

**3. Fees and Payment:** In consideration of the rights and benefits provided by Uber, The COMET agrees to pay the Fees set forth on the cover page. The COMET shall pay the Fees no later than thirty (30) days after receipt of this fully executed Agreement.

### **4. Intellectual Property - Licenses**

- a. **By Uber:** Uber hereby grants to The COMET a non-exclusive, non-transferable, non-sublicensable, royalty-free license in the United States, its territories and possessions during the Term of this Agreement to use the Uber name, logos, trademarks, designs, social media or other handles, hashtags, and other forms of identification that are provided to The COMET by Uber ("**Uber Marks**") solely for purposes of the Promotion and as set forth on the cover page, and subject to Uber's prior written approval of each such use (including, but not limited to approval of messages containing any of the Uber Marks delivered through social media platforms such as Twitter and Facebook) in advance of distribution or publication, not to be unreasonably withheld. Except to the extent necessary for The COMET to perform its obligations hereunder, The COMET shall not have the right to authorize others to use the Uber Marks and The COMET's use of the Uber Marks shall include all standard proprietary notices prescribed by Uber. All uses by The COMET of the Uber Marks shall (i) be appropriate and dignified and benefit Uber's public image and (ii) inure solely to the benefit of Uber. The COMET acknowledges and agrees that

the Uber Marks and the goodwill represented thereby are owned and controlled by Uber and that neither this Agreement nor the performance thereof by any party will give The COMET any ownership or proprietary interest in the Uber Marks. This license shall cease upon the termination or other expiration of this Agreement.

b. **By The COMET:** The COMET hereby grants to Uber a non- exclusive, non-transferable, non- sublicensable, royalty- free, worldwide license during the Term of this Agreement to use The COMET's name, logos, designs, trademarks, , social media or other handles, hashtags, or other forms of identification that are provided to Uber by The COMET or its designee(s) ("**The COMET Marks**") and any Promotion Content solely for purposes of the Promotion and as set forth on the cover page, and subject to The COMET's prior written approval of each such use in advance of distribution or publication, not to be unreasonably withheld. All uses by Uber of the The COMET Marks shall (i) be appropriate and dignified and benefit The COMET's public image and (ii) inure solely to the benefit of The COMET. Uber acknowledges and agrees that the The COMET Marks and the goodwill represented thereby are owned and controlled by The COMET, and that neither this Agreement nor the performance thereof by any party will give Uber any ownership or proprietary interest in the The COMET Marks. This license shall cease upon the termination or other expiration of this Agreement.

c. The Uber Marks and the The COMET Marks shall be collectively referred to as the "**Marks.**" Any and all press releases, media communications, public announcements and the like relating to the Promotion or regarding this Agreement which a party wishes to distribute and/or disseminate shall be subject to the prior written approval of the other party.

**5. Confidentiality:** "**Confidential Information**" means any secret, nonpublic, confidential or proprietary business, technical, financial or other information or materials (including, without limitation, information relating to business and marketing plans, intellectual property, or customer information) of a party ("**Disclosing Party**") provided to the other party ("**Receiving Party**") in connection with the Agreement, whether orally or in physical form and whether or not designated as confidential or proprietary by the Disclosing Party, which the Receiving Party knows or reasonably should know is treated as confidential by the Disclosing Party, and shall include the terms of the Agreement. Confidential Information will at all times remain the property of the Disclosing Party. Each Receiving Party agrees that (a) it will use Confidential Information of Disclosing Party solely for the purpose of performing its obligations under the Agreement and (b) it will not disclose, use or otherwise make available 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 the confidentiality obligations contained herein, provided that Receiving Party remains liable for any breach of the confidentiality provisions of the Agreement by its employees or agents. Without limiting the foregoing, The COMET expressly agrees that any Uber rider or driver information that The COMET or its vendor, or any other service provider, gains as a result of this Agreement, including

without limitation the fact that the rider or driver is an Uber user, will not be used, disclosed, given, or sold in order to market, or assist in the marketing of, any products, or services outside of the scope of this Agreement. Upon written request by Disclosing Party, or upon the termination of this Agreement, Receiving Party will comply with the Disclosing Party's reasonable instructions regarding the disposition of Confidential Information in Receiving Party's possession or control. Both parties agree that any unauthorized use or disclosure of Confidential Information may cause immediate and irreparable harm to the Disclosing Party for which money damages may not constitute an adequate remedy. In that event, the Disclosing Party shall be entitled to seek and to obtain injunctive or other equitable relief without limiting or restricting its rights to seek or obtain other damages or relief available under this Agreement or Applicable Law (defined below).

**6. Privacy and Data:** Any Personal Data (as defined below) that may be obtained or used by a party will be collected, used, stored and maintained according to (a) generally accepted data collection standards and applicable United States and foreign laws, rules, regulations, ordinances, orders, licenses, permits, governmental/regulatory requirements and/or guidelines, including without limitation the CAN-SPAM Act and Children's Online Privacy Protection Act ("**Applicable Law**") and (b) such party's privacy policy detailing such party's data practices, which shall be published during the Term. Except as may be set forth on the cover page, each party shall own, and shall not be required to share, any Personal Data that it maintains or collects with respect to the Agreement. For purposes of this Agreement, "**Personal Data**" means any information obtained in connection with this Agreement (i) relating to an identified or identifiable natural person; (ii) that can reasonably be used to identify or authenticate an individual, including but not limited to name, contact information, precise location information, persistent identifiers, government-issued identification numbers, passwords, PINs, financial account numbers and other personal identifiers; and (iii) that may otherwise be considered "personal data" or "personal information" under the Applicable Law. A party's Personal Data shall be deemed the Confidential Information of such party. In the event that The COMET sends electronic communications pursuant to this Agreement, it will only send such communications in accordance with all Applicable Laws and only to those recipients who have consented to receive such communications. The parties acknowledge and agree that the transfer of Personal Data is not contemplated under this Agreement.

#### **7. Representations, Warranties & Covenants**

- b. **General:** Each party represents, warrants and covenants that (i) it has the authority to execute, deliver, and perform its obligations under this Agreement, and (ii) the use of its Marks as permitted and approved under this Agreement does not and will not infringe upon the intellectual property rights of any third party.
- 8. By The COMET:** The COMET additionally represents, warrants and covenants that (i) the use of the Promotion Content as permitted and approved under this Agreement does not and will not infringe upon the rights of any third party (including intellectual property

rights, privacy and/or publicity rights) ; (ii) The COMET has obtained or will obtain all Permissions needed to perform its obligations as contemplated under this Agreement and to grant the rights granted herein; (iii) The COMET and its activity in connection with this Agreement (including without limitation any related advertising, promotions or activities authorized in this Agreement) shall comply with all Applicable Laws and The COMET shall not in the performance of this Agreement violate the rights of any third party.

## **9. Indemnification**

c. **To the extent as allowable by South Carolina Law**, each party will indemnify, defend and hold harmless the other party, its affiliates and each of their respective officers, directors, and representatives, from and against any and all actions, causes of action, claims, demands, judgments, losses, damages, liabilities and related costs and expenses (including reasonable attorneys' fees) (each a "Claim") arising from or related to any third-party claim, demand or action in connection with (i) a breach or alleged breach of any of the indemnifying party's obligations, representations, warranties, covenants or provisions hereunder; (ii) the indemnified party's approved use of the indemnifying party's Marks or materials provided by the indemnifying party's in connection with this Agreement; and (iii) the unauthorized use by the indemnifying party of any of the indemnified party's Marks or materials provided in connection with this Agreement. Additionally, The COMET will indemnify, defend and hold harmless Uber, its affiliates and each of their respective officers, directors, and representatives, from and against any and all Claims brought by a third party arising from the negligent acts or omissions of The COMET or any of its officers, directors, members, employees, contractors, subcontractors, licensees, representatives or agents.

d. Notwithstanding any of the foregoing, neither party shall be obligated to indemnify the other party for any Claim to the extent that such Claim arises out of the negligence or willful misconduct of, or breach of this Agreement by, the party seeking indemnification.

e. The indemnified party shall provide prompt notice to the indemnifying party of any potential or actual claim subject to indemnification hereunder, provided, however, that a failure to provide notice will not release the indemnifying party from any of its obligations to the extent the delay has not resulted in prejudice to the indemnifying party's ability to defend the Claims. The indemnifying party will assume the defense of the Claim through counsel designated by it and reasonably acceptable to the indemnified party. The indemnified party will have the right to associate in the defense or settlement of any Claims under this Agreement. The indemnifying party will not settle or compromise any claim, or consent to the entry of any judgment, without written consent of the indemnified party, which will not be unreasonably withheld. The indemnified party will reasonably cooperate with the indemnifying party in the defense of a Claim, at indemnifying party's expense. For any Claim involving the indemnified

party's intellectual property, the indemnified party shall have the right to control the defense of any such Claim.

**10. Limitation of Liability:** EXCEPT IN CONNECTION WITH A PARTY'S INDEMNITY OBLIGATIONS, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF CONFIDENTIALITY OBLIGATIONS, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY, OR ITS AFFILIATES, OR ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, CUSTOMERS, OR AGENTS, FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, INCLUDING LOST PROFITS OR GOODWILL, OR FOR PUNITIVE OR EXEMPLARY DAMAGES, WHETHER SUCH PARTY KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER UNDER A THEORY OF CONTRACT, TORT OR OTHERWISE.

**11. Insurance** During the Term, each party shall maintain Commercial General Liability and Worker's Compensation insurance. The Commercial General Liability insurance policy limits shall be not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, death and property damage liability, and Two Million Dollars (\$2,000,000) in the aggregate. The Worker's Compensation insurance shall be with limits of at least One Million Dollars (\$1,000,000) or with statutorily required limits. All policies shall be written by reputable insurance companies with an A.M. Best's policyholder rating of not less than A-, VII. Such insurance shall not be cancelled or materially reduced without thirty (30) days' prior written notice to the other party. Upon Uber's request, The COMET shall add Uber as an additional insured on the Commercial General Liability policy listed above and shall provide a certificate of insurance evidencing the insurance required herein. In no event shall the limits of any policy be considered as limiting the liability of a party under the Agreement.

## **12. Miscellaneous**

a. **Governing Law & Jurisdiction:** This Agreement shall be governed by and construed according to the laws of the State of California, without regard to any conflict of laws rules or principles. Excluding claims involving intellectual property or breach of confidentiality, any claim or dispute arising out of, in connection with or relating to this Agreement shall be resolved through binding arbitration conducted by a single arbitrator under the commercial arbitration rules of JAMS. The place of arbitration shall be San Francisco, California. For non-arbitrable claims, venue shall be in the federal or state courts of California.

b. **Assignment:** Neither party may assign this Agreement in whole or in part without the other party's prior written consent; provided, however, that Uber may assign its rights to any affiliated or related entity without The COMET's prior written consent. Except as permitted herein, any purported assignment or delegation by a party without the other party's prior written consent is void.

c. **No Implied Waiver; Severability:** A waiver by either party of a breach of any provision of this Agreement shall not constitute a waiver of any other provision. Any waiver of any right under this Agreement must be in writing and signed by the waiving party in order to be enforceable. If any provision of this Agreement is invalid or unenforceable by reason of any Applicable Law, the remaining terms and provisions of this Agreement shall not be affected thereby and shall be valid and enforced to the full extent permitted by law.

d. **Entire Agreement; Modification:** This Agreement constitutes the entire agreement between the parties with regard to the subject matter of this Agreement. This Agreement may not be changed or modified except by a writing signed by both parties. In the event of a conflict between the terms of the cover page or any exhibit and these Promotion Terms and Conditions, these Promotion Terms and Conditions will control.

e. **Relationship Between the Parties:** The COMET shall perform services as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, employment or agency relationship between the parties or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.

f. **Force Majeure:** If because of an act of God, inevitable accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of terrorism or war, act of government or government instrumentality, failure of performance by a common carrier, or other cause beyond the reasonable control of a party (each, a "**Force Majeure Event**"), either party is unable to perform any or all of its obligations hereunder, then such inability will not be a breach of this Agreement and the relevant obligations of such party will be suspended for the duration of such Force Majeure Event. Notwithstanding the foregoing, if, due to a Force Majeure Event, The COMET is unable to perform any or all of its obligations hereunder, The COMET shall, at Uber's sole option: (i) with Uber's mutual agreement extend the Term by the amount of time The COMET is unable to perform its obligations hereunder as a result of such Force Majeure Event, (ii) provide Uber with a reasonably equivalent make-good approved by Uber, or (iii) provide Uber with a pro rata refund of the Fees paid (based on benefits and rights actually received by Uber).

g. **Foreign Corrupt Practices Act:** The COMET represents that it is aware that it is illegal under the United States Foreign Corrupt Practices Act ("**FCPA**") to give, offer, promise or authorize giving anything of value to any government official or political party in an effort to win or retain business or secure any improper advantage. The COMET will not take any action that, if done by an American citizen, would be a violation of the FCPA, and The COMET will ensure that any individual that performs work under this Agreement will not take such action.



h. **Notice:** All notices required under this Agreement will be in writing and delivered by (i) personal delivery, (ii) overnight courier delivery, or (iii) electronically confirmed "pdf" document attached to an email message (provided a duplicate copy is delivered by one of the above methods), to the respective parties at their addresses stated on the cover page or to such other address as a party may specify in a notice given pursuant to this paragraph. A notice will be deemed delivered and effective (1) upon delivery if sent by personal delivery or overnight courier, and (2) upon transmission if sent by email PDF attachment.

i. **Survival:** All rights and obligations herein which are by their nature continuing will survive termination or expiration of this Agreement, including but not limited to provisions related to confidentiality, warranties, and indemnification.

j. **Counterparts:** This Agreement may be executed in counterparts (including by electronic signature), which when taken together shall constitute one original Agreement.