

COLLABORATION AGREEMENT

This COLLABORATION AGREEMENT (“**Agreement**”) is entered into and made effective as of August 25, 2016, (“**Effective Date**”) by and between **RASIER, LLC**, a Delaware limited liability company, located at 1455 Market Street, Suite 400, San Francisco, CA 94103 (“**Uber**”) Massachusetts Bay Transportation Authority, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, having a usual place of business at Ten Park Plaza, Boston, Massachusetts 02116 (“**MBTA** or “**Authority**”).

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. **Collaborative Activities.** The parties agree to perform the promotional, marketing and other business activities as set forth on Exhibit A (the “**Collaboration**”), 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 in its performance of this Agreement.
3. **Fees and Payment.**
 - a. **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 by an owing party within thirty (30) days from receipt of an undisputed invoice therefor from the other party in accordance with the payment schedule set forth in Exhibit A. All Fees shall be paid in U.S. Dollars.
4. **Proprietary Rights.**
 - a. **License to Use Uber Marks.** Uber hereby grants MBTA 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 Collaboration as set forth herein. For purposes of this Agreement, the term “**Uber Marks**” will mean the trademarks, service marks, trade names, logos, slogans and other identifying symbols and indicia of Uber. Notwithstanding anything to the contrary herein, the Uber Marks will remain the property of Uber.
 - b. **License to Use MBTA Marks.** MBTA hereby grants Uber a limited, non-exclusive and non-transferable license during the Term to use the MBTA Marks (as defined below), on a royalty-free basis, for the sole purpose of the Collaboration as set forth herein. For purposes of this Agreement, the term “**MBTA Marks**” will mean those MBTA trademarks, service marks, trade

names, logos, slogans and other identifying symbols and indicia of MBTA. Notwithstanding anything to the contrary herein, the MBTA Marks will remain the property of MBTA.

- c. Restrictions. All uses of a party's marks by the other party will be in the form and format specified or approved by the owner of such marks. Neither party will use the other party's marks without the prior, express, written consent of the other party. 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.
 - d. Data. Each party agrees that any third party data and/or personal information that may be obtained by such party as part of the Collaboration ("Data") will be collected, stored and maintained according to generally accepted data collection standards and applicable government law, rule or regulation. Each party agrees to publish and abide by a privacy policy detailing such party's data practices. Except as may be set forth on Exhibit A, each party shall own, and shall not share, any Data that it collects directly from the end-user with respect to this Agreement. The MBTA agrees to implement the legal, administrative, technical, physical and organizational privacy and security measures specified in Exhibit B "Data Privacy and Security Exhibit." For the avoidance of doubt, Uber's collection and use of any personally identifiable information, including trip data, shall constitute Uber's "Personal Data," which is subject to Uber's Privacy Statement, as may be modified or updated by Uber from time to time, effective upon posting of an updated version of the Privacy Statement at www.uber.com/privacy.
 - e. Reserved.
 - f. Reserved.
 - g. Consumer Privacy. MBTA and Uber represent and warrant that they will comply and have the means to comply with applicable consumer privacy and data protection laws in connection with the execution of this Agreement, including but not limited to compliance with the U.S. CAN-SPAM Act of 2003 and subsequent amendment(s).
 - h. 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 MBTA prior to the commencement of any such Intellectual Property development.
5. Confidential Information.
- a. 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; or (d) which Disclosing Party gave written permission to Receiving Party for disclosure, but only with respect to such permitted disclosure

- b. **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, the Receiving Party will give the Disclosing Party prompt written notice of any disclosure of the Agreement terms that, in the opinion of its counsel, 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. 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 the termination or expiration of this Agreement.
- c. Uber acknowledges that MBTA is a government entity subject to federal and state public records laws. In the event MBTA receives any request or demand under such laws for any Confidential Information or other data provided to MBTA hereunder by Uber, MBTA will give Uber prompt written notice of such subpoena, demand or request and reasonably cooperate with any efforts by Uber to assert any available defenses to disclosure. The parties agree that all Trip Data and other aggregate reporting provided by Uber to MBTA hereunder are regarded by Uber as trade secrets of Uber and exempt from public disclosure under federal and state public record laws. In the event MBTA receives a public record law request for documents or information marked as Confidential and/or Trade Secret by Uber, MBTA agrees to immediately notify Uber of said request and shall not make disclosure before 10 business days have elapsed in order to provide that Uber has had a reasonable opportunity to seek judicial intervention concerning the potential disclosure of Uber's Confidential and/or Trade Secret Information. If Uber informs MBTA in writing of its intent to seek a court order barring disclosure, MBTA agrees to withhold requested information, to the extent permitted by the Massachusetts public records laws, pending court resolution of the matter, or interim order by a court.

6. **Publicity.** Except as may be expressly set forth in Exhibit A, each party shall, when reasonably possible, confer with the other party prior to issuing press releases and other public statements that refer to the other party with respect to this Agreement or the Collaboration. Nothing in this provision shall limit or reduce any of MBTA's obligations under this Agreement and the Data Privacy and Security Exhibit, including without limitation with regard to Confidential Information.
7. **Representations and Warranties; Disclaimer.**
 - a. 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; and (e) the content, media and other materials used or provided as part of the Collaboration shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.
 - b. 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. Uber shall ensure that subcontractors acknowledge their obligation to comply with federal, state, and municipal laws, ordinances, rules, and regulations as may be applicable to the performance of such subcontractors pursuant to this Agreement.
9. **Indemnification.**
 - a. **By Uber.** Uber will indemnify, defend and hold harmless MBTA 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 of this Agreement; (b) a breach of Uber's representations and warranties 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.
 - b. **Procedure.** Each party (an "**Indemnified Party**") shall provide prompt notice to the other party (the "**Indemnifying Party**") of any potential claim subject to indemnification hereunder. The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. 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.

10. **Limits of Liability.** EXCEPT FOR A PARTY'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 BUSINESS PROFITS, OR DAMAGES FOR LOSS OF BUSINESS OF UBER OR MBTA OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, OR LOSS OR INACCURACY OF DATA OF ANY KIND, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
11. **Insurance.** During the Term of this agreement, Uber shall maintain General Commercial Liability, Automobile 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) per occurrence for bodily injury, death and property damage liability, and Two Million Dollars (\$2,000,000) in aggregate. Automobile Liability Insurance policy limits shall be not less than \$1,000,000 combined single limit covering the use of all vehicles, leased, hired and non-owned. Liability insurance requirements can be met with a combination of primary and excess/umbrella policies. All policies shall be written on an occurrence basis form 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. At the inception date of this Agreement and throughout the term of this Agreement, Uber shall provide the MBTA with Certificates of Insurance evidencing that such insurance policies are in place and that MBTA is covered as additional insured on the Commercial General Liability, Automobile and Excess/Umbrella Liability Policies. If Workers Compensation Insurance is required by law such insurance shall contain a waiver of any and all subrogation rights against the MBTA. In no event shall the limits of any policy be considered as limiting the liability of a party under this Agreement.
12. **Termination.**
- a. **Termination Events.** 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 fifteen (15) days' notice thereof by the non-breaching party. Either party may terminate this Agreement in its entirety at any time without cause by giving thirty (30) days prior written notice of termination to the other party. Either party may terminate this Agreement immediately upon 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.
- b. **Termination for Convenience.** The MBTA may, in its sole discretion, terminate this Agreement at any time for its convenience and/or for any reason ("Termination for Convenience") by giving written notice to at least Uber (30) calendar days prior to the effective date of termination. If Uber is not in default or in breach of any material term or condition of this Agreement, Uber shall be paid its reasonable, proper and verifiable costs, including demobilization and contract closeout costs, and profit on work performed and accepted up to the time of termination to the extent previous payments made by the MBTA to Uber have not already done so. This shall be Uber's sole and exclusive remedy for any Termination for Convenience.

13. **Survival.** Any outstanding payment obligations and Sections 5, 8, 9, 10 (for the period specified), 15 and 16 shall survive the expiration or termination of this Agreement.

14. **General.**

- a. **Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. Uber hereby consents to exclusive jurisdiction and venue in the state and federal courts sitting in Suffolk County, Massachusetts.
- b. **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) one (1) day after being sent by overnight courier, charges prepaid. Additionally, the parties may agree in Exhibit A for the provision of certain notices by email to the recipients indicated in Exhibit A.
- c. **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.
- d. **Severability.** In the event any provision of this Agreement is determined to be invalid or unenforceable by ruling of an arbitrator or 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.
- e. **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.
- f. **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, 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.
- g. **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.

- h. Order of Precedence. In the event of an inconsistency or conflict in any of the terms and conditions, the inconsistency will be resolved by giving precedence, in descending order, to the following:
- i. Bonds/Certificates, Affidavits, and Other Pertinent Forms executed or otherwise certified by the party against whom enforcement of such instrument is sought.
 - ii. Change Orders and Contract Modifications executed or otherwise certified by the party against whom enforcement of such instrument is sought.
 - iii. The provisions of this Agreement including schedules/exhibits
- i. Neither party to the Agreement will take advantage of any apparent error or omission in the Agreement documents. In the event that a party discovers such an error or omission, the party shall notify the other party immediately.

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IN WITNESS WHEREOF, the parties the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

RASIER, LLC

By:  _____

Printed Name: Karen Walker

Title: Manager, Rasier, LLC

Massachusetts Bay Transportation Authority

By: 

Printed Name: Brian Shortsleeve

Title: Chief Administrator and Acting General Manager

Approved as to form:



Marie Breen

First Assistant General Counsel

MBTA Law Department

Exhibit A

COLLABORATION

1. Overview.

Uber will develop a co-branded custom landing page for MBTA customers to request to participate in the program by submitting their email address and MBTA ID. Uber will provide MBTA with a list of MBTA IDs which have been submitted. The MBTA will vet these submissions and provide Uber with approved pilot program participants. Uber will send an email to all approved participants who have valid Uber accounts (“Users”), notifying them that they are part of the pilot program. After a User agrees to a supplemental set of terms & conditions governing the pilot program, Uber will unlock a custom view within the Uber mobile application for the User, available in the Boston metro area only (the “In-App View” or “View”). Upon access to the View, an Uber User may request a ride on either the UberX or UberACCESS options. The cost of all rides completed through the View will be billed as follows:

- a. The first two dollars (\$2) will be charged to the individual user’s payment method on file with Uber.
- b. The actual cost of each ride, up to an additional \$13, will be billed directly to the MBTA (collectively, the “MBTA Payment Amount”). Uber shall issue an invoice to MBTA on a monthly basis reflecting the aggregate MBTA Payment Amount due from MBTA. All such invoices shall be payable within thirty (30) days of MBTA’s receipt thereof.
- c. The actual cost of each ride above \$15, if any, will be billed directly to the individual user’s payment method on file with Uber. MBTA shall have no liability to Uber with respect to any amounts owed by individual users.

2. Term.

Unless terminated earlier as provided herein, the term of the Agreement shall commence on the Effective Date and continue until the date that is one (1) year from the Effective Date.

3. MBTA Obligations.

- a. MBTA agrees to participate in the Promotion
- b. MBTA shall pay the MBTA Payment Amount to Uber pursuant to the terms of this Agreement.
- c. MBTA agrees to source and verify all participants who will be participating in this program prior to providing Uber with a participant list
- d. MBTA shall partner with Uber to promote the partnership through channels such as press, social media, blog, and other opportunities as they present themselves
- e. MBTA will limit access to individual trip data (described in Section 4.a. below) to only those personnel that need access to such data to conduct necessary analysis.

- f. MBTA will not make additional copies (described in Section 4.b. through 4.e below) beyond what is provided by Uber, except that MBTA may create a single report from such aggregate data that may be shown to as necessary to MBTA personnel.

4. Uber Obligations.

- a. Uber agrees to create and maintain the View during the Term of this Agreement.
- b. Subject in each case to Uber obtaining all necessary consents, permits and authorizations, Uber agrees to provide the MBTA with individualized and aggregated and anonymized reporting setting forth the below data on program utilization at the end of each month during program period. All individualized data will be reported utilizing a unique identifier key set available only to Uber and MBTA, and shall not include any personally identifiable information of any individual.
 - i. Individualized trip data (number of trips taken, fares, zip codes taken from and to)
 - ii. Overall program trip numbers
 - iii. Products used by program participants (uberX vs. UberACCESS)
 - iv. Aggregated trip patterns for program participants:
 - 1. Begin and end times of trips
 - 2. Heatmap of most requested areas (not specific addresses)
 - 3. Heatmap of most popular drop-off areas (not specific addresses)
 - v. Aggregated and anonymized reporting on support tickets submitted by program participants:
 - 1. Top-3 most common issue types
 - 2. Average rating and general rider satisfaction information
- c. Uber will bill MBTA for the MBTA Payment Amount pursuant to the terms of this Agreement
- d. Uber shall partner with MBTA to promote the partnership through channels such as press, social media, blog, and other opportunities as they present themselves
- e. Uber shall allow Users to request rides in the area reflected in Exhibit C.
- f. Uber will make available twenty-five (25) mobile devices, the functionality of which will be limited to requesting rides via the In-App view. Such devices will be made available to Uber users, pursuant to such terms and conditions as Uber may determine, solely in connection with this Agreement.
- g. Uber shall make available to driver partners providing the rides described in Section 1 (“Partners”) educational materials about providing service to riders that may have accessibility needs.
- h. Uber shall allow Users to request a wheelchair accessible vehicle through the UberACCESS option in the View.
- i. Uber maintain a customer support system for riders, including Users. If a User submits a support request concerning a ride described in Section 1, a customer support representatives shall include the following language to a User in response to the support request: “If you also

wish to share this support inquiry with the MBTA, you may do so by contacting them at (617) 222-3200.”

- j. In connection with the performance of this Collaboration, Uber shall prohibit discrimination against riders or drivers based on race, religion, national origin, disability, sexual orientation, sex, marital status, gender identity, age or any other characteristic protected under applicable federal or state law. Such discrimination includes, but is not limited to, refusing to provide or accept services based on any of these characteristics.
- k. If Uber collects, on a behalf of a Partner, a fare for services provided to a User, Uber shall disclose to the User on its app the fare or fare calculation method. Uber shall provide a User the option to receive an estimated fare prior to the User entering a Partner’s vehicle.
- l. Uber shall utilize a dedicated accessibility support team to assist Users who contact Uber’s customer support about accessibility-related issues.

5. **Background checks, driving records, insurance and training certificates with respect to drivers.**

Uber has provided MBTA with a summary of its current policies with respect to such matters. In the event that Uber revises or changes such policies or procedures Uber shall provide MBTA with notice thereof.

6. **Contacts.**

For Uber:

Name: Chris Taylor

Email: ct@uber.com

For MBTA:

Name: Ben Schutzman

Email: bschutzman@mbta.com

EXHIBIT B

DATA PRIVACY AND SECURITY

This Data Privacy and Security Exhibit ("Privacy Exhibit") is made part of and subject to the Collaboration Agreement between RASIER, LLC, and MBTA (the "Agreement"). Unless otherwise stated in this Privacy Exhibit, undefined, capitalized terms in this Privacy Exhibit shall have the meanings set forth in the Agreement. Nothing in this Privacy Exhibit shall limit or reduce any of MBTA's obligations under the Agreement, including without limitation with regard to Confidential Information.

1. Definition.

"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, or PINs, financial account numbers and other personal identifiers; and (iii) any information that may otherwise be considered "personal data" or "personal information" under the applicable law.

2. Data Restrictions.

- a. MBTA maintains Personal Data with respect to its paratransit customers who will be the "individual users" pursuant to this Agreement.
- b. MBTA agrees to use, disclose, store, retain or otherwise process Confidential Information and Personal Data only as necessary for the Collaboration.
- c. For the avoidance of doubt, MBTA shall not, rent or sell Confidential Information or Personal Data, for any purpose, including marketing.
- d. MBTA shall not use Confidential Information and Personal Data in any way that harms UBER or that benefits a competitor of Uber.

3. Legal Security Measures.

- a. Compliance with Applicable Law. In addition to the representations and warranties provided in the Agreement, MBTA hereby represent and warrant that MBTA is in compliance, and shall remain in compliance during the Term of the Agreement, with all applicable local, city, state, federal, national, and international laws, rules and regulations relating to data protection, privacy, encryption, identity theft, data breach, consumer protection, and data security, and any applicable industry standards relating to privacy and data security (collectively, "Data Privacy Laws").
- b. MBTA shall not use the services of any third party for the processing of Confidential Information or Personal Data without UBER's prior written approval in each case. If UBER approves such processing by a third party ("Approved Third Party"), MBTA shall ensure that each such Approved Third Party is aware of and bound by this Privacy Exhibit, prior to receiving access to any Confidential Information or Personal Data.

4. **Organizational Security Measures.**

- a. **Point of Contact.** MBTA shall appoint a representative to act as a single point of contact for UBER with respect to this Privacy Exhibit ("Privacy Representative"). The Privacy Representative shall be responsible for ensuring MBTA's compliance with this Privacy Exhibit.
- b. **Security Program.** MBTA represents, warrants, and covenants that it has developed and implemented, and will consistently update and maintain as needed: (i) a written and comprehensive information security program in compliance with applicable Data Privacy Laws; and (ii) reasonable policies and procedures designed to detect, prevent, and mitigate the risk of data security breaches or identify theft ("Security Program").
- c. **Training.** MBTA shall provide appropriate training to its Personnel and any Approved Third Party to ensure they comply with the Agreement, including without limitation this Privacy Exhibit, with regard to Confidential Information and Personal Data. MBTA shall provide such training to Personnel and any Approved Third Party before they are allowed access to Confidential Information or Personal Data and no less than annually thereafter. Such training shall be consistent with industry best practices.
- d. **Access.** In addition to MBTA's confidentiality obligations under the Agreement, MBTA shall limit disclosure of and access to Confidential Information and Personal Data to only those Personnel who have a business need to access Confidential Information or Personal Data in order to access the Collaboration Services. MBTA shall establish, maintain, and enforce the security principles of "segregation of duties" and "least privileged access" with respect to all Confidential Information and Personal Data. MBTA shall reasonably update all access rights based on personnel or computer system changes, and shall periodically review all access rights at an appropriate frequency to ensure current access rights to Confidential Information and Personal Data are appropriate and no greater than are required for an individual to perform his or her functions necessary to access the Collaboration Services and/or to fulfill the purposes of the Agreement. MBTA shall verify all access rights through effective authentication methods.

5. **Technical and Physical Security Measures.**

- a. **Encryption.** MBTA shall encrypt all Confidential Information and Personal Data in its possession, custody or control while in transit or at rest. For the avoidance of doubt, "encryption" shall be deployed using PGP or other industry best practice for key-based encryption protocol. MBTA shall have in place appropriate technology to receive, store, and transmit the Confidential Information and Personal Data in an encrypted format, and MBTA will work with UBER to test MBTA's ability to deliver the data in an encrypted form to UBER.
- b. **Security Patches.** MBTA shall deploy all applicable and necessary system security patches to all software and systems that process, store, or otherwise support the Collaboration, including operating system, application software, database software, web server software within industry best practices and in accordance with its information security policies.
- c. **Virus/Malware Scanning.** MBTA shall use up-to-date, industry standard, commercial virus/malware scanning software that identifies malicious code on all of MBTA's systems that collect, use, disclose, store, retain or otherwise process Confidential Information or Personal Data. For purposes of this agreement, "virus/malware" refers to any programming routines

intended to damage, surreptitiously intercept or expropriate any system data or personal information.

- d. IT Systems. MBTA shall protect its own information technology systems against malicious code and ensure that its connection to the Internet (including without limitation any platform or network used to provide the Collaboration) is secure. In addition, MBTA shall acquire and implement new information technology systems as they become available and are proven stable in accordance with industry standards, including without limitation systems designed to monitor hardware and software.
- e. Access Control and Limiting Remote Access. MBTA shall secure its computer networks using multiple layers of access controls to protect against unauthorized access. Except as otherwise set forth in the Agreement, MBTA shall limit processing and storage of Confidential Information and Personal Data to internal applications residing within MBTA's internal network, and prevent access to Confidential Information and/or Personal Data via an Internet facing application or system. MBTA shall secure access to and from its systems by disabling remote communications at the operating system level if no business need exists and/or by restricting access through management approvals, robust controls, logging, and monitoring access events and subsequent audits. MBTA shall identify computer systems and applications that warrant security event monitoring and logging, and reasonably maintain and analyze log files.
- f. Data Segregation. Except as expressly authorized by the Agreement, MBTA shall not merge or combine Confidential Information or Personal Data with any other data set and shall maintain all Confidential Information and Personal Data in segregated logical access restricted folders or systems.

6. Security Reviews by Uber.

- a. Internal Audits. Upon UBER's written request, MBTA shall provide UBER, at MBTA's expense, with the results of the most recent data security compliance reports or any audit performed by or on behalf of MBTA that assesses the effectiveness of MBTA's information security program, system(s), internal controls, and procedures relating to the Collaboration (e.g., SSAE16, SOC report or other). Such reports shall be of sufficient scope and in sufficient detail as may reasonably be required by UBER to provide reasonable assurance that any material inadequacies would be disclosed by such examination (including without limitation summaries of any control issues and associated corrective action plans and management responses), and, if there are no such inadequacies, the reports shall so state.

7. Retention and Disposal.

- a. Data Retention. MBTA shall retain material containing Confidential Information and/or Personal Data only so long as necessary to provide the Collaboration or carry out obligations under the Agreement. Upon termination or expiration of the Agreement or earlier as requested by UBER, MBTA shall deliver to UBER or, at UBER's election and in accordance with any instructions from UBER, and to the extent permitted by public records laws, destroy, any and all materials, documents or other media (whether maintained electronically or otherwise) containing Confidential Information or Personal Data, together with all copies thereof in whatever form.

- b. Data Disposal and Destruction. In the absence of further instructions from UBER, within ninety (90) days of a written request by UBER, MBTA shall permanently and securely dispose of all Confidential Information and Personal Data using confidential waste destruction techniques in accordance with industry standards. Confidential Information and Personal Data in electronic format shall be securely delete and render permanently unreadable and recoverable including, including any associated back-up copies, including any back-up copies stored off-site or at a third party location. After the complete destruction of the Confidential Information and Personal Data, MBTA shall provide a written certification to UBER to acknowledge that all data has been successfully destroyed.

8. **Information Security Incident Response.**

- a. Consultant agrees to implement appropriate legal, administrative, technical, physical and organizational measures, including those described in this Data Privacy and Security Exhibit, to protect Confidential Information and Personal Data in accordance with industry standards and practices against unauthorized or unlawful processing, access or disclosure and against unauthorized or accidental loss, destruction, damage, alteration, as well as any breach or attempted breach of Consultant's security measures ("Information Security Incident"), keeping in mind the nature of the information.
- b. Notification. MBTA shall notify Uber at VendorSecurity@uber.com within 24 hours in the event that MBTA learns or has reason to believe that an Information Security Incident has occurred or is reasonably likely to occur, including at least: (1) the nature of the breach of security measures; (2) the types of potentially compromised Confidential Information or Personal Data; (3) the duration and expected consequences of the Information Security Incident; and (4) any mitigation or remediation measures taken or planned in response to the Information Security Breach.
- c. Information Security Incident Response. In connection with any Information Security Incident, MBTA shall immediately and to the extent reasonably possible (a) take all reasonable steps to investigate, remediate, and mitigate the effects of the Information Security Incident, and (b) provide UBER with assurances reasonably satisfactory to UBER that such Information Security Incident will not recur. Further, MBTA shall fully cooperate with UBER's investigation into the Information Security Incident and provide all necessary information, access and materials necessary to satisfy UBER's investigation and resolution of the Information Security Incident. All information exchanged in connection with this investigation shall be deemed to be UBER's Confidential Information. Notwithstanding anything to the contrary in this Agreement, MBTA understands and agrees that UBER has the right to disclose Confidential Information to third parties as necessary to assist in the investigation and resolution of an Information Security Incident.

9. **Non-Compliance.**

MBTA will not materially lessen the security of any system used to collect, use, disclose, store, retain or otherwise process Confidential Information and/or Personal Data during the term of the Agreement. MBTA shall promptly notify UBER in writing if MBTA is unable to comply with the obligations of confidentiality, privacy and security stated in the Agreement including without limitation this Privacy Exhibit. Without limiting any other rights or remedies available at law, equity or otherwise, UBER may take any one or more of the following actions: (i) suspend the

transfer of Confidential Information and Personal Data; (ii) require MBTA to cease processing Confidential Information and/or Personal Data; (iii) demand the return or destruction of Confidential Information and/or Personal Data; or (iv) immediately terminate this Agreement.

10. Survival.

This Privacy Exhibit and all provisions herein shall survive so long as, and to the extent that, MBTA retains any Confidential Information or Personal Data.

EXHIBIT C

