

VILLAGE OF ROYAL PALM BEACH
Agenda Item Summary

AGENDA ITEM: Approval and authorization for the Village Manager to execute the Uber Transit Profiles Agreement by and between Uber Technologies, Inc. and the Village of Royal Palm Beach.

ISSUE:

The Village and Uber Technologies, Inc. desire to enter into an Uber Transit Profiles Agreement to provide senior rideshare assistance by facilitating the introduction of the Village of Royal Palm Beach Senior Community to mobility and transportation access services provided by Uber.

As part of the program, Village residents 65 years or older would be eligible to participate. The Village will provide up to \$5.00 per trip for each eligible rider, with residents limited to eight (8) trips per month; a total Village commitment of \$40.00 per month. The initial program will be for 1 year, with a total budgetary commitment of \$40,000 for the year, inclusive of fees.

The Uber Transit Profiles Agreement incorporates the Transit Partnership Requirements and Senior Transportation Assistance Program Application Form.

RECOMMENDED ACTION: Motion to Approve Uber Transit Profiles Agreement and incorporated documents/forms.

Initiator	Village Manager Approval	Agenda Date	Village Council Action
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Village Manager		3/19/20	
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**VILLAGE OF ROYAL PALM BEACH
SENIOR TRANSPORTATION ASSISTANCE PROGRAM
APPLICATION FORM**

ATTENTION APPLICANTS. PLEASE FILL OUT THE FORM BELOW AND SIGN THE ATTACHED PARTICIPATION AGREEMENT. FAILURE TO FILL OUT THE FORM IN ITS ENTIRETY, FAILURE TO SIGN THE PARTICIPATION AGREEMENT AND/OR FAILURE TO FILL OUT ALL INFORMATION TRUTHFULLY AND ACCURATELY MAY RESULT IN YOUR APPLICATION BEING REJECTED BY THE VILLAGE.

Date of Submittal to Village: _____

Printed Name of Applicant: _____

Date of Birth: _____ Age: _____

Street Address: _____

City: _____

State: _____ Zip Code: _____ Telephone No.: _____

Email Address: _____

For Village Use Only:

APPLICANT PROVIDED DOCUMENTS: CHECK ALL THAT APPLY

(Applicants must provide 2 documents to prove Village residency, and 1 document to prove age)

Driver's License Other Government-Issued Photo ID
State/Gov Entity That Issued ID: _____ ID No.: _____

- Florida Voter's Registration Card
- Florida Tax Bill or Homestead Exemption Certificate
- Passport
- Green Card or Consular ID
- Social Security Card
- Birth Certificate
- Tax Documents for Year in Which Application Made or Immediately Preceding Year
- Other (i.e. Lease, Deed or Mortgage to Residence; Utility Bills)

List Other: _____

Village Staff Member Signature: _____

Village Staff Member Printed Name: _____

Date of Review and Approval: _____

**VILLAGE OF ROYAL PALM BEACH
SENIOR TRANSPORTATION ASSISTANCE PROGRAM
PARTICIPATION AGREEMENT**

THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.
PLEASE READ CAREFULLY BEFORE SIGNING

In consideration of the Village of Royal Palm Beach's (the "Village") consent to my participation in the Village's Senior Transportation Assistance Program, and for other good and valuable consideration, the receipt of which is hereby acknowledged, I do hereby agree as follows:

1. PROGRAM DESCRIPTION AND AFFIRMATION OF ELIGIBILITY: The Village Senior Transportation Assistance Program ("TAP") is designed to introduce the Village's senior population to shared transport service providers (i.e., Uber or Lyft) and to provide discounted rides through TAP. This Agreement sets forth the eligibility requirements to participate in TAP in Section 2 below. I affirm that I meet these eligibility requirements and have provided the Village with documentation to support my affirmation. The Village has relied on my affirmation and supporting documentation in determining that I qualify to participate in TAP (a "TAP Participant"). In the event I no longer meet the eligibility requirements, I agree to immediately notify the Village Parks and Recreation Department in writing to end my participation in TAP. I agree that failure to maintain all eligibility requirements throughout the term of this Agreement shall result in my immediate removal from the Program.

As a TAP Participant, I am eligible to receive discounted rides through the Village's authorized shared transport service providers. I will be assigned a TAP Participant account and/or will be authorized to access the Village's Corporate Account with the Village-approved shared transport service providers (collectively referred to as "TAP Participant Account"). Such Account will have a maximum balance of \$40.00 per month to use for eligible rides during the term of this Agreement. The ride eligibility requirements are set forth herein and in Section 3 below. I agree that the TAP Participant Account balance with the Village will be reset to forty dollars (\$40.00) on the first of each month so long as the Village's annual appropriation for the entire TAP Program has not been expended. If the Village's annual appropriation for the entire TAP Program has been expended, then I understand I will not receive any additional monies in my TAP Participant Account until the Village Council makes further appropriation. The decision on whether to make further appropriation rests in the sole and absolute discretion of the Village Council. Monthly account balances do not roll-over, and I agree that I am not entitled to use or keep any unused portion of my account balance. If I elect to use a Village-authorized shared transport service provider, and the ride meets the ride eligibility requirements, then the Village agrees to pay up to \$5.00 toward the cost of such ride. I agree that I shall only be eligible to receive eight (8) such discounted rides each month. I further agree that I shall be fully responsible for paying the shared transport service provider directly for all trip costs that exceed the Village-authorized \$5.00 per trip/8 trips per month limitation.

Program participation availability will be provided on a first come, first serve basis. The Village reserves the right to establish, at its sole discretion, a wait list or lottery if the number of eligible program participants exceeds the available funding for the program in any given year.

The obligations of the Village under this Agreement are subject to and contingent upon annual budgetary funding and appropriations by the Village Council of the Village of Royal Palm Beach. No TAP Participant is entitled to any continuation of the Program, continued participation in the Program, or any benefits derived therefrom.

2. ELIGIBILITY REQUIREMENTS:

- a. Village Residency Requirement: TAP Participants must be Village residents who have resided in the Village for at least six (6) months prior to the time of application. Proof of residency will be required at time of program sign-up. Applicants must submit two (2) documents to prove residency. The address on submitted residency documents must match in order to be accepted. Acceptable types of documents include:
 - i. Current Florida Driver’s License or other government-issued photo ID that shows address
 - ii. Florida Voter’s Registration Card
 - iii. Florida Tax Bill or Homestead Exemption Certificate
 - iv. Miscellaneous Documents (i.e., Lease, Deed or Mortgage to Residential Property, copies of utility bills)

- b. Age Requirement: Program participants must be at least sixty-five (65) years of age or older. Proof of age will be required at time of program sign-up. Applicants must submit one (1) document to prove age. Acceptable types of documents include:
 - i. Current Florida Driver’s License or other government-issued photo ID that shows birth date or age
 - ii. Passport, Green Card or Consular ID
 - iii. Social Security Card
 - iv. Birth Certificate
 - v. Tax Documents that show birth date or age (i.e., W-2 or Tax Statement from year in which application is made or for immediately preceding year)

- c. Credit Card Billing Address Requirement: TAP Participants must provide the Village-authorized shared transport service provider (i.e., Uber or Lyft) with a credit card at the time of sign-up. This credit card will be charged the balance of the cost of any ride not funded by the Village through TAP. The billing address for the credit card on file with the shared transport service provider must match the TAP Participant’s address on file with the Village and used for establishing residency. I agree that if my address changes, but I still meet the eligibility requirements, I will immediately notify the Village Parks and Recreation Department to update my information on file.

3. ELIGIBLE RIDE RADIUS: Rides are eligible for TAP funding only if the ride originates, wholly occurs in, and terminates within Palm Beach County. If the TAP Participant’s ride fails to originate or terminate in the eligible radius, or leaves the eligible radius at any time, the ride is not eligible for TAP funding. In such event, the TAP Participant shall be responsible for the full cost of the ride.

4. **AUDITS:** The Village, from time to time, may conduct compliance audits, which may include, but not be limited: (a) audits of credit card billing addresses on file with the Village-authorized shared transport service provider to ensure that they match the residency addresses on file with the Village; (b) audits of residency compliance in order to ensure that only Village residents are TAP Participants; and (c) audits pertaining to the location of ride originations and terminations in order to confirm Participant residency and that rides occur within the eligible reimbursement radius. By signing this Agreement, I agree to cooperate with the Village in any auditing process.

5. NO REPRESENTATIONS OR WARRANTIES REGARDING SHARED TRANSPORT SERVICES; RELEASE AND HOLD HARMLESS:

a. **Security:** The Village does not assess the suitability of shared transport service providers or drivers associated with those service providers. The Village has no control over and does not take any measures to independently verify the truth or accuracy of the data provided by any shared transport service providers or their drivers such as the driver's ability to drive legally and safely, the condition of their vehicles, or their criminal background. The Village does not conduct background checks nor does it verify that the shared transport service provider has performed a background check, or if one was performed by the service provider, that those checks are accurate or up to date.

Additionally, I understand that my use of TAP and shared transport service providers will introduce me to other people registered with the shared transport service for the purposes of ride sharing or any other service offered by the provider. The Village does not assess the suitability of other users that may share a ride with me. The Village has no control over the truth or accuracy of the data shared transport service users may provide, the ability of users to ride legally and safely, their criminal background etc. The Village does not verify that a user has met all the eligibility requirements of the shared transport service provider or that any other part of a user's profile information is true and accurate, or even that a user is who they claim to be. The Village does not conduct background checks on users nor does it verify that the shared transport service provider has performed a background check, or if one was performed by the service provider, that those checks are accurate or up to date.

I agree that I am solely responsible for selecting the individuals and/or entities with whom I travel and I do so entirely at my own risk. If I do not feel comfortable using a particular shared transport service provider or driver, or do not feel comfortable sharing a ride for any reason, I agree that I should and am solely responsible for using another means of transportation.

b. **Personal Information:** I agree that giving personal information, including addresses, credit card numbers, and contact information to a shared transport service provider is a personal decision that may affect my personal security. I understand that giving such information to anyone, including individuals I may contact through such services, requires my own care and taking reasonable safeguards to assure my safety and the security of my personal information. The Village makes no representations or guarantees that my personal information shared with a shared transport service provider shall remain confidential or protected from misuse. I agree that I am solely responsible for selecting to use a shared transport service provider and giving such provider my personal information.

c. Shared Transport Service Provider Website/App Content; Third Party Sites: I agree that I may be able to access third-party websites or services via the shared transport service providers. I agree that the Village is not responsible for such third-party websites, web applications, services or other content that may be available there.

d. User Disputes: I agree that the Village is in no way responsible for any dealings between myself and the shared transport service provider, its drivers and/or its other users. The Village will not be a party to disputes, negotiations or mediations of disputes between a TAP Participant, the shared transport service provider, its drivers and/or other users. The Village encourages TAP Participants to report all disputes with providers, drivers and users to local law enforcement authorities.

e. Release and Hold Harmless: I agree to unconditionally release, waive, discharge and covenant not to sue the Village, its Council members, employees, representatives, and agents (collectively referred to as "Releasees") from and against all claims, demands, liability and causes of action of whatsoever kind that I, my personal representatives, legal representatives, successors, assigns, heirs, and next of kin may have for any damages, losses, injuries or death to my person or property that arise directly or indirectly, out of, or as a result of, my participation in or use of TAP or a shared transport service even if such claims, demands, liability and causes of action of whatsoever kind arise from the negligence or inaction of the Releasees. I agree that the release, waiver, and hold harmless provided and agreed to by me herein is intended to be as broad and inclusive as permitted by the laws of the State of Florida, and that if any portions hereof, are held to be invalid, I agree that the balance of this release, waiver and hold harmless shall remain in full force and effect.

6. TERM AND RENEWAL; TERMINATION:

a. Term and Renewal: This Agreement has an initial term of one (1) year from the date of Village acceptance. This Agreement may be renewed for additional one (1) year terms so long as: (a) a written request for renewal is made by a TAP Participant to the Village at least thirty (30) days prior to the Agreement's termination date; (b) the Village confirms that the TAP Participant still meets all eligibility requirements; and (c) renewal is in the best interests of the Village at the Village's sole and absolute discretion. Renewals shall be made by written addendum to this Agreement.

b. Termination: At the Village's sole and absolute discretion, this Agreement shall be terminated with no prior notice to a TAP Participant for failure to maintain eligibility requirements as outlined in Section 2 above, for failure to comply with the anti-transfer/assignment requirements of Section 11 below, or for engaging in fraudulent activity in connection with this Agreement or an application to participate in TAP. Additionally, either party may terminate this Agreement for convenience by providing the other party at least a thirty (30) day written notice of termination.

c. Effect of Agreement Expiration or Termination: If an Agreement expires due to non-renewal or is terminated, a person seeking to participate in TAP is required to re-apply. Expiration or termination of an Agreement may result in a person seeking to participate in TAP

being placed on a wait list or lottery for future program participation if a wait list or lottery has been established.

7. **ACCEPTABLE USE:** The Village reserves the final right to judge acceptable use of and participation in TAP. The Village further reserves the final right, in its sole and absolute discretion, to terminate a TAP Participant's account if the Village suspects that such Participant has been engaged in fraudulent activity in connection with TAP, or believes such Participant is not compliant with all terms and conditions of this Agreement.

8. **NOTICE:** Notice as required in this Agreement shall be sufficient when sent by certified mail or hand delivered to: (a) the address provided by the TAP Participant to establish residency; and (b) to the Village Parks and Recreation Department at 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida 33411; Attention: Parks and Recreation Director

9. **SUBJECT TO COUNTYWIDE INSPECTOR GENERAL ORDINANCE:** Pursuant to Palm Beach County Code Sec.2-421—2-432., Palm Beach County established the Office of Inspector General, which is authorized and empowered to review past, present, and proposed Village agreements, contracts, transactions, accounts and records. All parties doing business with the Village will fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the Village, its officers, agents, employees, and lobbyists in order to ensure compliance with this Agreement, and to detect waste, corruption, and fraud.

10. **VILLAGE SOVEREIGN IMMUNITY; GOVERNING LAW AND VENUE:** Nothing contained herein is intended nor shall be construed to waive the Village's sovereign immunity rights or the limitations of liability as set forth in Section 768.28, Florida Statutes. This Agreement shall be governed in accordance with the laws of the State of Florida, and venue for any action enforcing the terms of this Agreement shall be Palm Beach County, Florida.

11. **ASSIGNMENT:** TAP Participants are prohibited from transferring or assigning any of the rights, obligations or services covered by this Agreement. If there are one (1) or more eligible persons at a residential address, then each person must sign a separate Participation Agreement with the Village and have a separate TAP account with the Village. A TAP Participant's failure to abide by these terms shall result in immediate removal from the Program.

12. **CONSTRUCTION AND SEVERABILITY:** The Village and the TAP Participant agree that any uncertainty or ambiguity in this Agreement shall not be interpreted against any one party and in favor of the other. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, that provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain that particular provision held to be invalid, void or unenforceable.

13. **ENTIRE AGREEMENT; MODIFICATIONS:** This Agreement, including any exhibits or addenda attached hereto, supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by the Village or TAP Participant, and contains the entire understanding with respect to the rendering of such services. No other statements, promises, representations, or agreements, whether oral or written, which are not contained in this

Agreement, are valid or binding or have any effect on this Agreement. No modifications to this Agreement shall be effective unless such modifications are in writing and signed by both the TAP Participant and an authorized representative of the Village, and attached hereto as an addendum to this Agreement.

[SIGNATURE PAGE BELOW]

TAP PARTICIPANT:

BY SIGNING THIS AGREEMENT, I AGREE TO BE BOUND BY ITS TERMS, AND UNDERSTAND THAT ANY AND ALL RISKS, WHETHER KNOWN OR UNKNOWN, ARE EXPRESSLY WAIVED IN ADVANCE. I FURTHER AFFIRM UNDER PENALTY OF PERJURY THAT THE INFORMATION I HAVE PROVIDED TO THE VILLAGE ABOUT MY ELIGIBILITY TO PARTICIPATE IN TAP IS TRUE AND ACCURATE.

Signature: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, () who is personally known to me OR () who has produced _____ as identification and who () did () did not take an oath.

Notary Public, State of Florida

Print Notary Name

(Stamp/Seal)

VILLAGE ACCEPTANCE:

By: _____
Print Name: _____
Village Title: _____

Date

Transit Partnership Requirements

To help us set-up your transit program with Uber, we'd like to make sure we're gathering all key requirements. Please fill in the table below to help us ensure we're aligned with the needs of the partnership.

Program configurations	Your program requirements
Name of program	Senior Rideshare Assistance
Objective of program	Introduce RPB Seniors to available rideshare transportation
Pricing	Agency shall pay up to \$5.00 per trip for each Agency User; Agency User shall be responsible to pay for trip costs not covered under the Agency Corporate Account
Ride limits	Each Agency User shall be able to use the Agency Corporate Account for up to 8 trips per month; Agency responsibility for trip costs shall not exceed \$40.00 per month per Agency User.
Total budget	\$35,000 per year
Geographical restrictions	Palm Beach County
Day of week/time of day	365 days/yr. 7 days/wk. 24 hours/day
Vehicles/products	
Do you want to limit the program to certain individuals?	Yes. RPB residents 65 years of age and older.
How do you want to share the program?	Will market through Village outlets
Do you want to use Uber Central to dispatch trips?	No
Exclusivity	N/A
Primary funding source	General Fund
Uber obligations	Per Agreement
Transit agency obligations	Per Agreement
Agency Board Approval required?	Yes

UBER TRANSIT PROFILES AGREEMENT

This Cover Sheet (“Cover Sheet”) is entered into as of the last signature date set forth below (“Effective Date”) by and between **UBER TECHNOLOGIES, INC.**, located at 1455 Market Street, Suite 400, San Francisco, CA 94103 (“Uber”) and the party listed below (“Agency”).

Agency Information:

Agency Name:	Village of Royal Palm Beach
Agency Address:	1050 Royal Palm Beach Blvd., Royal Palm Beach Florida 33411
Agency Contact Name:	Raymond C. Liggins, Village Manager, Lou Recchio, Parks and Recreation Director
Agency Contact Email:	rliggins@royalpalmbeach.com , lrecchio@royalpalmbeach.com

This Cover Sheet sets forth the terms of activities to be undertaken in connection with Agency using Uber’s technology systems to enable Agency Users with an Uber Rider Account to request on-demand ground transportation on an Enterprise Profile (the “Program”). Capitalized terms used but not otherwise defined in this Cover Sheet shall have the meanings ascribed to such terms in the Terms and Conditions (the “Terms”), attached hereto and incorporated herein. In consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following terms:

Program Details:

Collaborative Goals:	<p>Collaborative goals of our partnership:</p> <p>To provide qualified Agency Users with access to Agency’s Corporate Account in order to help introduce Royal Palm Beach Senior Community to mobility and transportation access.</p>
Launch	<p>Agency will work in good faith to meet the following goals; provided, however, if Agency does not meet the following goals it will not be deemed a breach of this Agreement:</p> <p>Launch: Week of April 6, 2020</p> <p>Announcement & Invitation</p> <ol style="list-style-type: none"> Agency shall announce the U4B launch to each Agency User before uploading such Agency User’s information to the Dashboard and sending that Agency User an invitation for U4B. Agency shall inform each Agency User that Uber will include information on the benefits of creating an Enterprise Profile in the invitation email it sends such Agency Users. Agency shall upload and send an invitation to all Agency Users via SFTP automation, CSV data upload, or individually adding Agency Users via the Dashboard, by the timeline outlined in the above “Launch” section. Agency shall add posts about Uber on Agency’s intranet. Agency shall utilize U4B and follow Uber’s customary onboarding processes. <p>After Agency provides Uber Linking Data, Uber shall identify Agency Users who have either an unmanaged business profile or a personal profile with the same email address and automatically create a new Enterprise Profile in the Agency User’s Uber App, which will allow the Agency User to link to Agency’s U4B Account after agreeing to the necessary consent.</p>
Uber for Business Elements:	<p>Uber will provide the following in connection with the U4B relationship:</p> <ol style="list-style-type: none"> Insurance

	<p>a. Uber shall provide Agency insurance in accordance with this Agreement.</p> <p>2. Enhanced Agency User Experience – Uber shall:</p> <p>a. Include Agency logo in the Uber App to indicate to Agency Users that Agency is enrolled in Uber for Business.</p> <p>b. Provide Enterprise Profile ride awareness features.</p> <p>c. Integrate expense systems, if such feature is included in the Terms.</p> <p>d. Provide 24/7, global technical support.</p> <p>3. Custom Onboarding & Education</p> <p>a. Uber shall work with Agency on creating and executing an implementation plan to onboard and educate Agency Users about Uber.</p> <p>b. Uber shall create custom marketing materials to support Uber for Business program success.</p> <p>4. Agency Access to use the Uber for Business Dashboard:</p> <p>Data and Reporting</p> <p>a. <u>Detailed In-Dashboard Data</u> – rich trip data on all Agency User trips, and data on total Agency expenditures to date</p> <p>b. <u>Detailed Reporting</u>– enhanced, detailed reporting</p> <p>c. <u>Data Export</u> – export trips from the dashboard via CSV</p> <p>d. <u>Trip Search</u> – ability to filter and manage trips from within the company Dashboard</p> <p>e. <u>Lifetime Trip History</u> – access to a lifetime view of Agency User trips</p> <p>Policies & Controls</p> <p>a. <u>Agency Administration</u> - quickly add or remove Agency Users to Corporate Account</p> <p>b. <u>Manual Trip Review</u> - manually review out of policy rides</p> <p>c. <u>Automated Trip Review</u> – machine learning, automated trip review to remove out of policy rides</p> <p>d. <u>Enterprise Profile</u> - improved business interface in the Uber App for all Agency Users</p> <p>e. <u>Follow Agency’s Transit Partnership Requirements as set forth on Agency’s Corporate Account (e.g., not to exceed amount for Agency total annual expenditure)</u></p> <p>Billing & New Features</p> <p>a. <u>Monthly Billing</u> – bill Agency User trips to Agency on a single account once a month</p> <p>5. Client Strategy and Partner Management. Uber shall provide:</p> <p>a. A dedicated Client Success Manager</p> <p>b. Quarterly program reviews</p> <p>24/7 global business support</p>
Agency’s Elements:	<p>Agency will provide the following in connection with the Uber for Business Program:</p> <p>1. Agency Marketing</p> <p>a. Agency shall allow Uber to refer to Agency as a customer and use Agency’s approved logo and case study info.</p> <p>2. Agency References</p> <p>c. Agency shall be available for three (3) reference calls in each calendar quarter after the</p>
Term:	<p>a. Unless otherwise terminated pursuant to the terms set forth in the Terms and Conditions, the “Term” shall commence on the Effective Date and continue through one (1) year with automatic continuing one (1) year renewal periods thereafter.</p>

This Agreement consists of this Cover Sheet and the Terms attached hereto and incorporated into this Agreement. In the event of a conflict between the Cover Sheet and the Terms, the Cover Sheet shall prevail. An authorized representative of each party has caused this Agreement to be duly executed as of the Effective Date.

UBER TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____
Date: _____

AGENCY NAME

By: _____
Name: _____
Title: _____
Date: _____

DRAFT

TERMS AND CONDITIONS

1. **Incorporation.** These Terms are expressly incorporated into and made a part of the Cover Sheet(s) ("**Cover Sheet**") between Uber and Agency (the Cover Sheet and Terms, collectively, the "**Agreement**"). Agency agrees to establish an Uber for Business account ("**Corporate Account**") pursuant to the terms and conditions of this Agreement. These Terms set forth the terms under which Agency Users may utilize the Uber Service in connection with Agency's Corporate Account.

2. **Acknowledgment of Authority.** The parties acknowledge that they have had the opportunity to consult with their respective attorneys and have had the opportunity to review this Agreement. Therefore, the parties expressly agree that this Agreement shall be given full force and effect according to each and all of its express terms and provisions and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. The parties executing this Agreement have authority to sign and bind its represented party to this Agreement.

3. **Term and Termination.** This Agreement shall commence on the Effective Date and shall continue throughout the Term specified on the Cover Sheet, unless earlier terminated as provided herein. Either party shall provide at least thirty (30) days written notice prior to the expiration of the then-current term if either party intends not to automatically renew the terms of this Agreement, as applicable pursuant to the terms of the Cover Sheet. Either party may also terminate this Agreement (i) in the event of a material breach by the other party if the breach is not cured by the other party within thirty (30) days' notice thereof by the non-breaching party, (ii) in the event that Agency's annual budget appropriation does not make available funds to pay amounts invoiced under the Agreement, (iii) in its entirety at any time without cause by giving thirty (30) days prior written notice of termination to the other party, or (iv) 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. Accrued and outstanding payment obligations, Sections 1, 5, 9, 10, 12-14, 17-18 and the last sentence of this Section 3 shall survive the expiration or termination of this Agreement.

4. **Contract Amendment.** All changes to the Agreement shall be made in writing through an amendment by mutual agreement. No oral statement or other conduct by either party shall change or modify the Agreement. The Agency may perform an analysis of cost, price or schedule to determine the reasonableness of the proposed change to the Agreement and if Agency is unsatisfied with the proposed change, Agency's sole remedy is to terminate the Agreement and pay Uber for all remaining invoiced amounts.

5. **Fees and Payment.**

5.1. **User Charges.** All User Charges shall be paid in the ordinary course of use of the Uber Services through the payment method associated with the applicable Enterprise Profile at the end of each Agency User's trip, unless Agency participates in Monthly Billing, in which case Agency shall pay such User Charges pursuant to Section 5.3.3 below. However, Agency shall not be responsible for charges incurred by Agency Users due to Uber's failure to follow or abide by Agency's Transit Partnership Requirements appended hereto as set forth on Agency's Corporate Account (e.g., not to exceed amount for Agency total annual expenditure). Agency Users shall be responsible for paying Uber directly for any User Charges not covered by Agency's Corporate Account and Uber shall not bill Agency for such charges.

5.2. **Billing Options.**

5.2.1. **Monthly Billing.** Subject to terms and conditions determined by Uber in its sole discretion, Uber may elect to qualify Agency to receive, and thereafter Agency may elect to receive monthly statements (each, a "**Monthly Statement**") for User Charges incurred by Agency Users through an Enterprise Profile during each calendar month of the Term ("**Monthly Billing**"). If Agency elects to participate in Monthly Billing, Uber will bill Agency the Technology Service Fees and User Charges monthly in a Monthly Statement.

5.2.2. **Non-Monthly Billing.** If Agency does not participate in Monthly Billing: (i) User Charges shall be paid in the ordinary course of business, as stated above in Section 5.2, and (ii) Uber shall charge Agency for Technology Service Fees incurred during each calendar month of the Term in which Monthly Billing was not utilized (each a "**Technology Service Fee Invoice**").

5.2.3. **Payment.** All undisputed fees under each Monthly Statement or Technology Service Fee Invoice, as applicable, shall be paid in full by Agency no later than thirty (30) days from receipt of such Monthly Statement or Technology Service Fee Invoice.

5.2.4. **Certification of Non-Federal Payment Source.** Agency certifies that to the best of its knowledge and belief, no Federal Appropriated Funds will be expended by Agency to pay any Monthly Statement, Technology Service Fee Invoice, or other Non-Monthly Billing generated from the Program.

5.2.5. **Disputed Payments.** If Agency believes that it has been billed for charges that it should not have been charged ("**Disputed Charge Event**"), Agency shall notify Uber in writing within seven (7) days via email to transit-legal-us@uber.com. The parties shall work in good faith to review the charges within forty-five (45) days of Agency notifying Uber of such Disputed Charge Event. If the parties determine that Uber assessed charges that Agency should not have been charged, Uber shall remove such charge from Agency's account.

5.3. **Taxes.** Unless otherwise indicated on an Agency User receipt, all Technology Service Fees and User Charges are exclusive of applicable taxes, and Agency agrees to be responsible for the payment of any such taxes assessed on such Technology Service Fees and User Charges, including, but not limited to, all sales, use, VAT or similar taxes, except for taxes based on Uber's income. All payments shall be processed in the local currency applicable to the geography of the Agency User's applicable ride except in certain instances when Uber may process foreign transactions in United States dollars. All payments are nonrefundable except as may be expressly provided otherwise herein. Except as may be expressly agreed in the Cover Sheet, each party shall be responsible for its costs and expenses associated with its performance under this Agreement.

5.4. **Account Suspension.** Unless Agency has timely notified Uber of a Disputed Charge Event, Uber reserves the right to immediately suspend Agency's Corporate account and suspend any or all access to an Enterprise Profile by all Agency Users in the event of any unpaid Technology Service Fees or User Charges by Agency due on any past Monthly Statements or Technology Service Fee Invoice. Uber further reserves the right to pursue any and all remedies available to it under applicable law, including reporting Agency to applicable credit reporting agencies, in the event of any unpaid Technology Service Fees or User Charges hereunder. Reestablishing an Agency Corporate account after full payment of late Technology Service Fees or User Charges shall be at Uber's sole discretion. All late payments shall accrue simple interest on the sum due from the date such payment was originally due until the date of actual payment, at 3% per month or the maximum allowed by applicable law.

6. **Provision of Services.**

6.1. **Access to Services.** Uber will establish Agency's Corporate Account that will enable Agency to permit eligible Agency Users to establish an "**Enterprise Profile**" billing option within their Uber Rider Account that will allow Agency Users to bill public transit trips to one of the following options: (i) a central Agency corporate payment card, (ii) an Agency-issued individual payment card, or (iii) a personal payment card or, in Uber's sole discretion, Monthly Billing. It is Agency's sole responsibility to ensure the accuracy of eligible and authorized Agency Users. However, Agency shall not be responsible for charges incurred by such Users due to Uber's failure to follow or abide by Agency's Transit Partnership Requirements as set forth on Agency's Corporate Account (e.g., not to exceed amount for Agency total annual expenditure). User Charges and any Technology Service Fees, if applicable, that are incurred on such Enterprise Profiles will be transmitted to Agency via the Dashboard in accordance with the terms and conditions of this Agreement. Subject to Agency's compliance with this Agreement, Uber agrees to use commercially reasonable efforts to provide the Uber Service and Dashboard to Agency and the Agency Users as set forth herein.

6.2. **Driver Verification and User Safety Policies.** Uber is responsible for contracting terms with all independent contractors using the Uber technology systems under license from Uber (a "**Driver-Partner**") to provide transportation or other services. The following shall apply:

6.2.1. **Screening Standards:** Uber shall ensure that all prospective Driver-Partners are screened using a third-party service accredited by a nationally-recognized background screening organization, to the extent such organization exists. The screening standard applied shall conform to Uber's then-current background check practices on the Uber systems and in the relevant jurisdiction.

6.2.2. **Screening Information:** During the course of the screening process the following information shall be collected and maintained (unless such information should not be maintained due to privacy considerations or other applicable law) in accordance with Uber's then-current practices: (a) full name; (b) date of birth; (c) driver's license number (does not apply to non-automotive Driver Partners); and (d) copy of driver's license (does not apply to non-automotive Driver Partners).

6.2.3. **Vehicle Standards.** In accordance with its business needs and procedures (which are subject to change in Uber's reasonable discretion), Uber shall undertake reasonable efforts to ensure that Driver-Partners (excluding those providing delivery services without an automobile), at all times use vehicles that are suitable for providing transportation services, and maintained in good operating condition consistent with Uber's safety and maintenance standards.

6.3. **Uber Rider Account Required.**

6.3.1. **Enterprise Profile.** Agency acknowledges and agrees that before an individual can establish an Enterprise Profile on the Uber Service pursuant to this Agreement, such proposed Agency User must register for and maintain during the Term an active Uber Rider Account for the Uber Service.

6.3.2. **Violations.** Agency acknowledges that certain proposed Agency Users may be suspended or banned from use of the Uber Service due to future or past violations of the End User Terms or Community Guidelines, available at <https://www.uber.com/legal/community-guidelines> ("**Violations**"), and that Uber shall have no obligation or liability related to a proposed Agency User that is unable to obtain or maintain an Uber Rider Account for the purposes of the Enterprise Profile due to Violations. In the event that an Agency User's Uber Rider Account is suspended or terminated pursuant to the End User Terms, such Agency User's access to the Enterprise Profile shall also be suspended. Furthermore, Uber reserves the right to immediately suspend any or all access to the Enterprise Profile of any Agency User that has an invalid payment card on their Enterprise Profile, or a rejected Agency payment card transaction that was initiated through their Enterprise Profile.

6.4. Enterprise Profile Linking.

6.4.1. **Linking Mechanics.** To enable a proposed Agency User to securely establish an Enterprise Profile, Agency will utilize the Provisioning Tool to maintain the list of authorized Agency Users' (i) full name, (ii) email address, and (iii) other information the parties may mutually agree upon ("**Linking Data**"), which is necessary for authentication and verification purposes. Upon establishing an Enterprise Profile linked to an Uber Rider Account, such Agency User shall be provided the option, on a ride-by-ride basis, to apply User Charges to either (A) such Agency User's personal profile or (B) the Agency User's Enterprise Profile.

6.4.2. **Accuracy.** Agency shall ensure that Linking Data is accurate and complete, and Uber shall not be liable to Agency, a Agency User, a proposed Agency User or any other party with respect to inaccurate or incomplete Linking Data supplied by Agency.

6.4.3. **Unlinking.** An Agency User's Enterprise Profile may be unlinked from any such Uber Rider Account at any time by (i) Agency unlinking such Agency User through the Provisioning Tool, or (ii) the Agency User deleting the Enterprise Profile option from his or her Uber Rider Account.

6.5. **Restrictions.** Agency agrees to use the Corporate Account and shall cause each Agency User to, use their Enterprise Profile solely as set forth in this Agreement and the End User Terms. Agency 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 Uber Service or Uber App, except to the extent allowed by applicable law, (b) sublicense, lease, rent, sell, give, or otherwise transfer or provide the Uber Service or Uber App to any unaffiliated third party, (c) upcharge, increase or otherwise modify the User Charges as calculated through the Uber App for any usage of the Uber Service or (d) impose any additional fees or charges on an Agency User related to use of the Uber Service. Uber reserves all rights not expressly granted to Agency or Agency Users under this Agreement.

7. Account Administration.

7.1. **Agency Dashboard.** Upon execution of this Agreement, Uber will establish Agency's Corporate Account that will enable Agency to access Uber's browser-based online dashboard for "Uber for Business" customers ("**Dashboard**"). Uber's contact with Agency shall be by way of any individual representative designated by Agency as an "administrator" through the Dashboard ("**Administrator**"). The Dashboard will enable Agency to (a) view detailed trip or other service information, without limitation, Agency Users' name together with status, distance, duration, fare amount, service type, trip ID, User Charges, and expense memo; driver data (e.g. first name, telephone number, vehicle and license plate) ("**Dashboard Data**"), (b) view a current list of all Agency Users who have been authorized to establish, and Agency Users who have established their Enterprise Profile, (c) to utilize the Provisioning Tool to add Linking Data to maintain an up-to-date list of authorized Agency Users, (d) revoke Agency Users' access to their Enterprise Profile, (e) view current, appoint new, and remove Administrators, and (f) settle outstanding balances on the Corporate Account. Uber reserves the right to add, remove and update features and functionality of the Dashboard at any time.

7.2. **Administration.** Agency may appoint additional Administrators at its discretion. Agency agrees to (a) maintain all Dashboard login credentials in confidence, (b) only permit an authorized Administrator to access the Dashboard, and (c) update, as necessary, all information of Administrators to ensure that it is current, accurate, and complete. Agency shall be responsible for all activity that occurs under its Dashboard login credentials.

7.3. **Agency User Updates.** It is Agency's sole responsibility to keep and maintain an accurate list of current Agency Users authorized to establish an Enterprise Profile and charge User Charges to Agency's corporate account. Uber may review the current list of Agency Users from time to time via the Dashboard to maintain and support the Uber App and Uber Service and ensure compliance with this Agreement.

8. Intellectual Property.

8.1. **License to Marks; Restrictions.** The term "**Marks**" shall mean the trademarks, service marks, trade names, logos, slogans and other identifying symbols and indicia of a party ("**Licensor**"). Each party hereby grants to the other party ("**Licensee**"), solely during the Term, a limited, royalty-free, non-exclusive, non-transferable, non-assignable license, without the right to sublicense, to use and display the Licensor's Marks only as expressly permitted by the other party in each instance. Notwithstanding the foregoing and solely in connection with describing Agency's business relationship with Uber pursuant to this Agreement, Uber may include Agency's logos and/or trademark on Uber's official website. All use of a Licensor's Marks by Licensee will be in the form and format approved by Licensor, and Licensee will not otherwise use or modify Licensor's Marks without Licensor's prior written consent. All goodwill related to Licensee's use of Licensor's Marks shall inure solely to the benefit of Licensor. Marks will at all times remain the exclusive property of the respective Licensor. Except as expressly set forth herein, Licensor does not, and shall not be deemed to, grant Licensee any license or rights under any intellectual property or other proprietary rights. All rights not granted herein are expressly reserved by Licensor.

8.2. **Use of Uber Marks; Guidelines.** Any use by Agency of Uber Marks shall be subject to Uber's prior written approval, which shall be deemed granted with respect to such uses compliant with the Uber Trademark Usage Guidelines available at <https://developer.uber.com/docs/riders/guides/design-guidelines>, as may be amended from time to time by Uber in its sole discretion (the "**Design Guidelines**"). If Agency uses Uber Marks, Agency will comply with the Design Guidelines, including without limitation, all additional

directions given by Uber to Agency as to the content, colors, size, "look and feel" and other elements of any and all representations of Uber's Marks. Uber reserves the right to immediately suspend Agency's Corporate Account and suspend any or all access to the Enterprise Profile by Agency Users if Uber, in its sole discretion, determines at any time during the Term that Agency breached any of its obligations under this Agreement with respect to authorized usage of Uber Marks.

8.3. **No Development.** EACH PARTY ACKNOWLEDGES AND AGREES THAT THERE SHALL BE NO DEVELOPMENT OF TECHNOLOGY, CONTENT, MEDIA OR OTHER INTELLECTUAL PROPERTY BY EITHER PARTY FOR THE OTHER PARTY PURSUANT TO THIS AGREEMENT. Any development activities relating to any technology, content, media or other intellectual property must be the subject of a separate written agreement between Uber and Agency prior to the commencement of any such activities.

8.4. **Inspection of Records.** During the Term of the Agreement, Uber may request in writing that Agency provide Uber all of Agency's relevant records, marketing materials, and communications (including but not limited to, email and SMS messages that Agency, or any other third party sent to Agency Users in connection with the Program) that include the Uber Marks (collectively, the "Records"). Agency shall provide the Records to Uber within thirty (30) calendar days of Uber's request for such documents. If Uber, in its sole discretion, determines that Agency has not met its obligations under the Agreement with respect to authorized usage of Uber Marks, Uber may immediately suspend Agency's Corporate Account and suspend any or all access to the Enterprise Profile by Agency Users and take any additional measures afforded to it by law or under the Agreement. Agency shall preserve all of the documents listed in this paragraph for a period of at least two (2) years from the termination or expiration of the Agreement, or any other such period required by the records retention laws applicable to Agency.

9. Confidentiality.

9.1. **Definition of Confidentiality.** The term "Confidential Information" shall mean any confidential or proprietary business, technical or financial information or materials of a party ("Disclosing Party") provided to the other party ("Receiving Party") in connection with the Agreement, whether orally or in physical form, and shall include the terms of the Agreement. However, Confidential Information shall not include information (a) previously known by Receiving Party without an obligation of confidentiality, (b) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality, (c) that is or becomes publicly available through no fault of Receiving Party, or (d) that Disclosing Party provides written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

9.2. **Restrictions.** Receiving Party agrees that (a) it will use Confidential Information solely for the purposes permitted under this Agreement and (b) it will not disclose the Confidential Information to any third party other than Receiving Party's employees or agents who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein. In the event Receiving Party receives a subpoena, administrative or judicial order, or any other request for disclosure of any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt written notice of such subpoena, order or request and allow Disclosing Party to assert any available defenses to disclosure. For the avoidance of doubt, Linking Data, excluding any such information provided by individual Uber account holders, shall constitute Agency's Confidential Information and Uber may not (i) sell or otherwise publicly disclose any such Linking Data, or (ii) use any such Linking Data for any purpose that is detrimental or harmful to Agency.

9.3. **Public Records Laws.** Uber acknowledges that Agency may be subject to public records disclosure laws. Agency agrees to make diligent efforts to limit disclosure pursuant to any available bases stated in Florida law, to notify Uber of such disclosure requirements at least five (5) days before disclosure, and to allow Uber reasonable opportunity to object to production. If Agency determines the material is not exempt from public disclosure law, Agency will notify Uber of the request and allow Uber twenty (20) business days to take whatever action it deems necessary to protect its interests. If Uber does not take any such action within said period, Agency may release the portions of record(s) deemed by Agency to be subject to disclosure. If Agency is required to release Uber's Confidential Information, it agrees to use any available authorities to redact personal or business Confidential Information from such records to the extent permissible by applicable law and final judgment.

In accordance with Sec. 119.0701, Florida Statutes, Uber must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described herein. Upon request from Agency's custodian of public records, Uber must provide Agency with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, Florida Statutes, unless the requested records are exempted from review or disclosure under statute or regulation. A Contractor who fails to provide the public records to Agency, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, Florida Statutes, and other penalties under Sec. 119.10, Florida Statutes. Further, Uber shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described herein are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if Uber does not transfer the records to Agency. Finally, upon completion of the Agreement, Uber shall transfer, at no cost to Agency, all public records in possession of Uber, or keep and maintain public records required by Agency. If Uber transfers all public records to Agency upon completion of the Agreement, Uber shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Uber keeps and maintains public records upon completion of the Agreement, Uber shall meet all applicable requirements for retaining

public records. Records that are stored electronically must be provided to Agency, upon request from Agency's custodian of public records, in a format that is compatible with Agency's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 790-5102, OR AT ddisanto@royalpalmbeach.com, OR AT 1050 ROYAL PALM BEACH BOULEVARD, ROYAL PALM BEACH, FLORIDA 33411.

9.4. **Confidential Information Security.** Receiving Party will protect the Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care. Uber shall comply with the then-current version of the Payment Card Industry Data Security Standard ("PCI-DSS") and Uber and its designated payment service provider will remain PCI-DSS certified and compliant at all times during the Term of this Agreement.

10. **Privacy and Data Security.**

10.1. **Roles of Parties.** Each party is an independent controller of the Dashboard Data and Linking Data. Agency will provide Linking Data to Uber, for the provision of the services as described in Section 6 of these Terms. Agency will only process Dashboard Data for administrative purposes, to manage access control and for activity review purposes.

10.2. **Lawfulness.** Agency acknowledges that the linking process described in Section 6.4, above, requires a verification email to be sent by Uber to each Agency User using the Linking Data, and Agency agrees, where necessary, to have: (i) a legal basis for such processing (such as consent); and (ii) inform the Agency Users that Uber will send them an email for the purpose of linking and establishing the Enterprise Profile within the Agency Users' Uber Rider Account, which will also describe the benefits of creating an Enterprise Profile. Agency consents to Uber emailing such Agency Users for the purpose of linking and establishing the Enterprise Profile within the Agency Users' Uber Rider Account.

10.3. **Compliance with Data Protection Laws.** Each party shall comply with the obligations applicable to it under the Data Protection Law with respect to the processing of personal data.

10.4. **Restrictions.** Uber agrees to only process the Linking Data for the purposes described in this Agreement. Agency agrees that any Uber Personal Data obtained in connection with this Agreement shall be used: (i) solely for the purposes set forth in this Agreement, or in connection with the use of the Uber Service, and for no other purpose, unless expressly authorized in writing by Uber, and (ii) in accordance with the purposes communicated to the data subjects. Agency shall not use Uber Personal Data in any way that harms Uber or that benefits a competitor of Uber. Agency agrees that it shall not disclose Uber Personal Data to any third parties, except as necessary for the purposes set forth herein. Agency shall not rent or sell Uber Personal Data for any purpose.

10.5. **Security.** Uber shall implement appropriate technical and organizational measures to protect Linking Data against unauthorized or unlawful processing and against unauthorized loss, destruction, damage, alteration, or disclosure. Agency shall implement appropriate technical and organizational measures to protect Uber Personal Data against unauthorized or unlawful processing and against unauthorized loss, destruction, damage, alteration, or disclosure, as well as any breach of Agency's security measures ("**Information Security Incident**").

10.6. **Notification.** Agency shall promptly notify Uber in the event that Agency learns or has reason to believe that an Information Security Incident has occurred in relation to Uber Personal Data. This notification includes at least: (1) the nature of the breach of security measures; (2) the potentially compromised personal data and data subjects; (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 Incident. Upon any such discovery, Agency shall (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. Additionally, if and to the extent any Information Security Breach occurs as a result of an act or omission of Agency, and if Uber determines that notices (whether in Uber's or Agency's name) or other remedial measures are warranted, Agency shall, at Uber's request and at Agency's cost and expense, undertake the aforementioned remedial actions.

10.7. **Data Transfers.** To the extent this Agreement involves the transfer of Dashboard Data in the EEA to a jurisdiction outside the EEA, which has not been recognized by the European Commission as providing an adequate level of data protection, Agency agrees that the Standard Contractual Clauses, as specified on t.uber.com/ExhibitA ("**Exhibit A**"), shall apply.

11. **Insurance.** Uber agrees to maintain the following insurance coverage with an A.M. Best financial rating of "A-" or better:

11.1. Commercial General Liability (including contractual liability, personal and advertising injury and products and completed operations) with a limit of five million dollars (US\$5,000,000) per occurrence and five million dollars (US\$5,000,000) in the aggregate for bodily injury and property damage.

11.2. Workers Compensation Statutory (for all states of operation) including Employer's Liability with limits of not less than one million dollars (US\$1,000,000).

11.3. Commercial Auto Liability insurance for all owned, hired and non-owned vehicles for bodily injury, including death and property damage for limits of five million dollars (US\$5,000,000) each accident combined single limit.

11.4. The insurance obligations stated here are in addition to those that may be required of Transportation Network Companies by applicable law in Agency's jurisdiction.

11.5. Upon Agency's reasonable request from time to time, Uber shall furnish the Agency with a certificate of insurance showing coverage as set forth herein. Agency shall be covered as an additional insured on the auto and general liability policies.

12. **Warranties; Disclaimer; Ownership.**

12.1. **Mutual Warranties.** 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) such party's acceptance of this Agreement, as well as such party's performance of the obligations set forth in this Agreement, does not and will not violate any other agreement to which such party is a party, (c) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin, (d) it shall comply with all applicable laws and regulations applicable to the performance of its obligations hereunder, and (e) such party's Marks as provided by such party pursuant to this Agreement will not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.

12.2. **Agency Warranties.** Agency represents and warrants that (a) Agency has all rights and consents, where necessary, to provide the Provisioning Tool with the Linking Data and any other information provided to Uber hereunder in connection with the Uber Service and Enterprise Profile, (b) Agency will use Uber Personal Data solely for legitimate business purposes including, but not limited to, business expense, processing, accounting, and budgeting purposes, (c) Agency will only share and provide access to Uber Personal Data to Agency personnel who have a business need to access such Uber Personal Data, (d) Agency will not disclose Uber Personal Data to any third party, unless expressly authorized in writing by Uber, and who are in each case bound by privacy and security obligations regarding Uber Personal Data at least as restrictive as those contained herein, unless otherwise required by law wherein Uber authorization shall not be required, (e) Agency will not rent or sell Uber Personal Data for any purpose not authorized by Uber, (f) Agency will not use Uber Personal Data in any way that harms Uber or benefits a competitor of Uber, and (g) as it relates to Agency's activities involving the Program and the marketing, promotion, and any other form of communications about the Program, Agency will comply with the Design and Marketing guidelines and all applicable law (including, without limitation, CAN-SPAM and TCPA). Where disclosure of Uber Personal Data to a third party is required by law, Agency shall provide Uber with written notice prior to making such authorized disclosure.

12.3. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, UBER PROVIDES THE UBER SERVICE AND UBER APP "AS IS" AND WITHOUT WARRANTY. UBER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE UBER SERVICE AND UBER APP WILL MEET AGENCY'S REQUIREMENTS OR THAT THE OPERATION OF THE UBER SERVICE OR UBER APP WILL BE UNINTERRUPTED OR ERROR FREE. UBER HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (A) ANY IMPLIED OR STATUTORY WARRANTIES COVERING THE UBER SERVICE OR THE UBER APP, AND (B) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. AGENCY ACKNOWLEDGES AND AGREES THAT THE UBER SERVICE IS A TECHNOLOGY SYSTEM THAT ENABLES ACCESS TO REQUEST ON-DEMAND GROUND TRANSPORTATION AND LOGISTICS SERVICES PROVIDED BY INDEPENDENT THIRD-PARTY PROVIDERS. UBER IS NOT A TRANSPORTATION OR LOGISTICS PROVIDER. UBER DOES NOT GUARANTEE AVAILABILITY OF TRANSPORTATION OR LOGISTICS SERVICES, ON-TIME ARRIVALS OR DEPARTURES THEREOF, OR ANY OTHER SERVICES LEVELS RELATED TO INDEPENDENT TRANSPORTATION OR LOGISTICS PROVIDERS THAT MAY BE OBTAINED VIA THE UBER SERVICE.

12.4. **Ownership.** Agency agrees that Uber and its Affiliates are and shall remain the owners of all right, title and interest in and to the Uber Service, Uber App, and Uber Personal Data (including, without limitation, Dashboard Data) including any updates, enhancements and new versions thereof, all data related to the use of the Uber Services, and all related documentation and materials provided or made available to Agency or any proposed Agency User or Agency User in connection with this Agreement. All rights not expressly granted are withheld.

13. **Indemnification.**

13.1. Each party (the "**Indemnifying Party**") will indemnify, defend and hold harmless the other party (the "**Indemnified Party**"), its affiliates and their respective directors, officers, employees, agents, successors and assigns against all claims, damages, losses and

expenses (including reasonable outside attorney fees) with respect to any third-party claim arising out of or related to (a) a breach (or claim that, if true, would be a breach) of any of the Indemnifying Party's representations, obligations or warranties in this Agreement, or (b) the infringement of a third party's intellectual property rights by the Indemnifying Party's Marks, but only if such Marks have been used by the Indemnified Party in the manner approved by the Indemnifying Party.

13.2. Nothing contained herein shall be construed or interpreted as consent by Agency to be sued, nor as a waiver of sovereign immunity beyond the waiver or monetary limits provided in Section 768.28, Florida Statutes.

13.3. The Indemnified Party shall provide prompt notice to 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.

14. **Limits of Liability.** OTHER THAN EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, OBLIGATIONS WITH RESPECT TO A BREACH OF CONFIDENTIALITY, OR OBLIGATIONS WITH RESPECT TO A BREACH OF SECTION 6 OF THIS AGREEMENT, (A) IN NO EVENT SHALL UBER OR AGENCY BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF BUSINESS OR PROFITS, SUFFERED BY THE OTHER PARTY OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF UBER OR AGENCY (OR THEIR AGENTS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY DIRECT DAMAGES IN AN AMOUNT EXCEEDING THE GREATER OF (X) ONE HUNDRED THOUSAND DOLLARS (\$100,000), AND (Y) THE TOTAL TECHNOLOGY SERVICE FEES PAID BY COMPANY TO UBER HEREUNDER BEFORE THE APPLICABLE DISPUTE.

15. **Conflict of Interest.** By entering into this Agreement, Uber acknowledges and agrees that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, that conflicts in any manner or degree with its obligations under this Agreement. Uber shall not employ any person or agent having any conflict of interest. If Uber becomes aware that it or its agents, employees, or officers acquires such a conflict of interest, it shall immediately disclose such conflict to Agency.

16. **Nondiscrimination.** During the term of this agreement, Uber shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination in programs or services provided by Agency.

16.1. **Equal Employment Opportunity Efforts.** Uber will undertake equal employment opportunity efforts required by applicable federal, state, or local law to ensure that all employees and applicants are treated without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, or age. As between Uber and Agency, "equal employment opportunity efforts" shall mean active efforts required by applicable federal, state, or local law to ensure equal opportunity in employment that is free from unlawful discrimination.

16.2. **Equal Benefits to Employees with Domestic Partners.** Uber shall not discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners during the performance of this Agreement.

16.3. **Disability.** Uber will make commercially reasonable efforts to support Agency's obligations under Title II of the Americans with Disabilities Act and section 504 of the Rehabilitation Act of 1973 to ensure that individuals with disabilities are not excluded from, denied the benefits of, or subject to discrimination in the activities carried out under this Agreement. Additional information on Accessibility at Uber is available at <https://accessibility.uber.com/>.

16.4. **Accessible Web Content.** The Uber Rider app is certified accessible under the Web Content Accessibility Guidelines 2.0 Level AA Success Criteria (WCAG 2.0). Additional information on Uber's Accessibility Certification is available at <https://accessibility.uber.com/uber-app-accessibility-certification/>.

17. **General.**

17.1. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its choice or conflict of laws provision, and Agency hereby consents to personal and exclusive jurisdiction and venue in the State Courts for the County of Palm Beach, Florida or the United States District Court for the Southern District of Florida in the event of any litigation between the parties related to this Agreement.

17.2. **Affiliates.** The parties hereby acknowledge and agree that Agency and each of its Affiliates may utilize the same Uber for Business account upon execution of this Agreement and, to the extent Agency's Affiliate incurs any User Charges or Technology Service Fees, Uber may, upon Agency's direction and approval, invoice for and receive payment of such User Charges or Technology Service Fees (as applicable) directly from such Affiliate, provided, however, Agency shall continue to bear financial responsibility for all payments due to Uber.

17.3. **Notices.** Any notice required or permitted to be delivered to Agency by this Agreement shall be posted to the Agency's Dashboard. Any notice required or permitted to be delivered to Uber by this Agreement shall be submitted via email to transit-legal-us@uber.com.

17.4. **Force Majeure.** Nonperformance of either party under this Agreement shall be excused to the extent and during the period that performance is rendered impossible by strike, fire, flood, hurricane, earthquakes, other natural disaster, governmental acts or orders or restrictions, failure of suppliers, or contractors, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party.

17.5. **Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17.6. **Assignment.** This Agreement is not transferable and may not be assigned by either party, in whole or in part, without the prior written consent of the other party, provided that both parties may assign this Agreement without such consent, but with notice to Uber, in connection with a merger or a sale of all of the equity or assets of either party. Subject to the foregoing, this Agreement shall be binding upon all successors and assigns of a party.

17.7. **Attorney's Fees.** In any litigation between the parties, the prevailing party shall be entitled to reasonable attorney fees and all costs of proceedings incurred in enforcing this Agreement.

17.8. **Headings.** Section headings are for convenience only and shall not be considered in the interpretation of this Agreement.

17.9. **Independent Contractor.** Uber and Agency are and shall remain independent contractors. Neither party is the representative or agent of the other and neither party shall have any power to assume any obligations on behalf of the other.

18. **COUNTYWIDE INSPECTOR GENERAL ORDINANCE.** Pursuant to Palm Beach County Code Sec.2-421—2-432., Palm Beach County established the Office of Inspector General, which is authorized and empowered to review past, present, and proposed Village agreements, contracts, transactions, accounts and records. All parties doing business with the Village will fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the Village, its officers, agents, employees, and lobbyists in order to ensure compliance with this Agreement, and to detect waste, corruption, and fraud. In the event that this Agreement is reviewed pursuant to the Inspector General Ordinance, Uber shall provide monthly billing data contemplated at Section 5.2.1. of this Agreement and any other information the Office of Inspector General is authorized and empowered to collect from Uber as required. Agency and Office of Inspector General shall at all times preserve confidential records of Uber and maintain confidentiality as required by this Agreement, except wherein such disclosure is required by law.

19. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement.

20. **Definitions.** The following terms, as may be used in the Agreement, shall have the meanings set forth below:

20.1. **"Affiliate"** means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest, the majority of the voting rights of such entity, the ability to ensure that the activities and business of that entity are conducted in accordance with the wishes of that entity or the right to receive the majority of the income of that entity on any distribution by it of all of its income or the majority of its assets on a winding up of that entity.

20.2. **"Agency Personal Data"** means Linking Data provided in connection with this Agreement, excluding any such information provided by individual Uber account holders

20.3. **"Agency User"** shall mean an individual authorized to use and link to Agency's Corporate Account.

20.4. **"Data Protection Law"** means all laws and regulations applicable to the personal data under the Agreement, including as applicable the laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, including the EU General Data Protection Regulation (2016/679) (GDPR).

20.5. **"Dashboard Data"** means any and all data or other information made available to Agency through the Dashboard and may include, without limitation, Agency User name together with request time and date, drop-off time and date, pick-up and drop-off address, trip route, distance, duration, fare amount, service type, trip ID, and expense memo.

20.6. **"End User Terms"** shall mean the terms and conditions applicable to all users of the Uber Service, available at www.uber.com/legal www.uber.com/legal, as may be updated by Uber from time to time.

20.7. **"Provisioning Tool"** shall mean the technology that utilizes Linking Data to authorize Agency Users to establish an Enterprise Profile.

20.8. **“Uber App”** shall mean Uber’s mobile application or mobile website (m.uber.com) required for use of the Uber Service, as may be updated by Uber from time to time.

20.9. **“Uber Personal Data”** means any information Uber provides to Agency in connection with this Agreement relating to an identified or identifiable individual or that can reasonably be used to identify an individual, or that may otherwise be considered “Personal Data” under applicable law. For the avoidance of doubt, “Dashboard Data” shall constitute Uber Personal Data

20.10. **“Uber Rider Account”** means an Uber account in which the owner of the account has: (i) installed the Uber App on a compatible mobile device, (ii) registered for and currently maintains an active personal user account for the Uber Service, which requires the entry of certain personally identifiable information and a personal credit card number, (ii) currently complies with the End User Terms, and (iv) confirmed the mobile number provided during the registration process. Uber’s collection and use of any personal data and credit card or other authorized payment method information to establish an Uber Rider Account shall be as set forth on the Uber Privacy Policy, available at www.uber.com/legal/privacy, as may be updated by Uber from time to time.

20.11. **“Uber Service”** or **“Service”** shall mean Uber’s technology systems that, when used in conjunction with the Uber App, enables users to request on-demand ground transportation from independent third-party transportation providers.

20.12. **“User Charges”** shall mean charges incurred by Agency Users for transportation obtained through the use of the Uber Service, including any applicable tolls, foreign transaction fees, taxes, and any other fees or charges that may be due for a particular use of the Uber Service.

20.13. The terms **“controller”**, **“data subject”**, **“personal data”**, **“processing”** and **“processor”** as used in this Agreement have the meanings given in the GDPR.