

**AMENDMENT NO. 1 TO
CONTRACT FOR SERVICES BY AND BETWEEN THE CITY OF PFLUGERVILLE,
TEXAS AND TRIPPP CONSULTING, LLC FOR TRANSIT RIDESHARING
INCLUSIVE PUBLIC PRIVATE PARTNERSHIP**

This Amendment No. 1 to the Contract for Services By and Between the City of Pflugerville, Texas and TRIPPP Consulting, LLC for a Transit Ridesharing Inclusive Public Private Partnership (“Agreement”) is made by and between the City of Pflugerville, Texas (“City” or “Agency”) and TRIPPP Consulting, LLC (“TRIPPP” or “Contractor”).

WHEREAS, the City and TRIPP executed an Agreement dated August 24, 2022, that provides that TRIPPP will implement and provide the Transit Ridesharing Inclusive Public Private Partnership model and program to provide a transit program to serve the entire City.

WHEREAS, Maruti will no longer serve as a Subcontractor to provide an On Demand Non-Emergency Medical Transportation Service (MT Connect)(hereafter referred to as “Maruti”) to provide ridesharing and WAV services to City for the TRIPPP program.

WHEREAS, the City and TRIPPP have determined that it is necessary to allow TRIPPP to utilize other Subcontractor(s) (“Subcontractor(s)”), including Transportation Network Companies (“TNC(s)”), for the TRIPPP program.

WHEREAS, the City and TRIPPP have determined that it is necessary to amend the Agreement to clarify that TRIPPP, as an independent contractor, may utilize other Subcontractor(s), including TNC(s), for the TRIPPP program.

NOW, THEREFORE, premises considered, the City and TRIPPP agree that said Agreement is amended as follows:

The Agreement is hereby Amended to substitute “Maruti” to “Subcontractor(s)”, and add “Transit Network Companies” as follows:

1. Amendment to “1. Contractor Obligations.”

1.3.1. Contractor will work with Subcontractor(s) such as Uber and TNC(s) to develop the Uber and/or TNC(s) Vouchers program for Agency (Exhibit 2), whereby Agency Users may directly utilize a voucher to receive discounts on rides booked through the Uber and/or TNC(s) platform.

1.3.3. Contractor will provide agency access to Uber’s and/or TNC(s) browser-based online dashboard for “*Uber Vouchers for Transit*” or TNC(s) Voucher customers, and the Vouchers for Transit Agencies product (“Uber Vouchers” or other TNC(s) Vouchers) that will allow Agency to distribute Uber and/or TNC(s) Vouchers in accordance with the terms of this Agreement.

1.4. Implementation of a WAV Program. Contractor will work with ~~Maruti~~ Subcontractor(s), including TNC(s) to develop a WAV (Wheelchair Accessible Vehicle) program to be in compliance with state and federal regulations. The WAV component must be entered into to ensure compliance with the Americans with Disabilities Act (ADA), 42 U.S.C. § 12181 et seq. Title II of the ADA applies to all state and local governments and prohibits discrimination on the basis of a person's disability.

1.4.1. Agency, Contractor and ~~Maruti~~ Subcontractor(s) will work with the Department of Justice to demonstrate:

1.4.1.1. When the program will be launched and how long it is funded to operate.

1.4.1.2. How individuals will avail themselves of the service.

1.4.1.3. How individuals with disabilities, including those who use wheelchairs, will avail themselves of the service.

1.4.1.4. What types of vehicles are to be used to provide the service (van, sedan, etc.), and whether any are accessible to individuals who use wheelchairs.

1.6.Mobile Application. Contractor will work with Agency and its current, if desired, mobile app vendor to integrate the Uber and/or TNC(s) Voucher program. Agency may also identify a suitable alternative application that can integrate with the Uber and/or TNC(s) platform. Agency agrees that it will abide by all applicable laws for any collection of Agency User data. Any and all expenses, including programming, licensing fees, renewals, etc. for the mobile application are the sole responsibility of Agency.

1.7 Access to Media and Marketing. Contractor will provide Agency access to Subcontractor(s), including Uber and/or TNC(s), ~~Maruti~~-approved digital marketing and media information. Contractor will work with Agency to craft ads that comply with Subcontractor's(s'), including Uber and/or TNC(s), ~~Maruti~~'s media and brand policies as contained herein. Contractor will make available to Agency the source files for ads utilized in other TRIPPP programs. Agency will bear the expense of all media and marketing efforts as determined by Agency, including promotions, targeted ads, and any other broadcast, print or digital media efforts on any platform including via email, SMS, social media, online in other digital media, in broadcast media, or in print. Agency may annually budget a sufficient amount of funding for marketing efforts.

1.8.Long-Term Program Viability and Support. Contractor will work as a partner with Agency to develop, promote and grow the TRIPPP program. Contractor will provide immediate support to Agency staff as needed and refer technical issues directly to top-tier support at Subcontractor(s), including Uber and/or TNC(s), ~~Maruti~~. Contractor will provide ongoing data monitoring services, billing assistance, program analysis and support to Agency staff. Agency, through its Administrator, will dedicate city personnel to be the first response to all local inquiries concerning TRIPPP.

1.9.1. Uber and/or TNC(s) Profiles. Uber and/or TNC(s) Profiles is a separate program from Uber and/or TNC(s) Vouchers that assigns vouchers to individual users based on their own profile. Uber and/or TNC(s) Profiles can be utilized as a workforce incentive program, low-income program, special needs program, and any other targeted transportation program. Contractor may work with the Pflugerville Community Development Corporation (PCDC) to develop these programs for a separate fee.

1.9.2. Events and Promotions. Contractor may work with Agency and Subcontractor(s), including Uber and/or TNC(s), to incentivize additional drivers for city events, and to develop specialized promotions to encourage a strong supply of drivers.

2. Amendment to “2. Agency Obligations.”

2.1. Uber and/or TNC(s) Corporate Account. Agency agrees to maintain an “*Uber Vouchers for Transit*” and/or TNC(s) corporate account with Uber and/or TNC(s) under the terms and conditions of Exhibit 2, as may be updated from time to time.

2.2. ~~Maruti~~ Subcontractor(s) Corporate Account. Agency agrees to maintain a “~~Maruti~~ Subcontractor(s)” corporate account with ~~Maruti~~ each Subcontractor(s) under the terms and conditions of Exhibit 3, as may be updated from time to time.

3. Amendment to “4. Fees and Payment.”

4.2. Uber and/or TNC(s) Fees. Agency will pay Uber and/or TNC(s) directly through the Dashboard, and as further outlined in Exhibit 2.

4.3. ~~Maruti~~ TRIPPP and/or Subcontractor Fee. ~~Maruti~~ TRIPPP and/or Subcontractor(s) will invoice Agency for any fees, including but not limited to commencement and/or implementation fees at the commencement of the 2023 fiscal year (October 1, 2022) in the amount of \$35,000. Payment will be due within 30 days of receipt of invoice. Operation fees will be invoiced to Agency each month as outlined in Exhibit 3.

4. Amendment to “5. Warranties; Disclaimer; Ownership.”

5.2.1. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes Contractor and each parent company, wholly- or majority owned subsidiaries, and other affiliates of the same, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Contractor understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with Uber and/or TNC(s) and exists to make a profit.

5. Amendment to “7.3. Conflict of Interest.”

7.3.2. By entering into this Agreement, Contractor acknowledges and agrees that it has no direct or indirect pecuniary or proprietary interest that is in conflict with its obligations under this

Agreement, and that it shall not acquire any such interest that conflicts in any manner or degree with its obligations under this Agreement. Contractor shall not employ any person or agent having any conflict of interest. If Contractor becomes aware that it or its agents, employees, or officers acquires such a conflict of interest, it shall immediately disclose such conflict to Agency. Contractor acknowledges that Texas Local Government Code Chapter 176 (“*Chapter 176*”) requires the disclosure of certain matters by vendors doing business with or proposing to do business with local government entities such as Agency. Contractor confirms that it has reviewed Chapter 176 and, if it is required to do so, will complete and return FORM CIQ promulgated by the TEC and available on the TEC website at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf> within seven (7) days of the date of submitting this Agreement to Agency or within seven (7) days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

7.3.3. The City agrees that the Contractor may directly, or through a subsidiary or other entity, provide the services required under this Agreement without the use of a Subcontractor(s) or in addition to Subcontractor(s), including TNC(s).

6. Amendment to “7.6. Disclosure of Current and Former Agency Employees.”

7.6.2. At the time of offer, Contractor shall identify current or former Agency employees involved in the preparation of proposals or the anticipated Uber and/or TNC(s) obligations under the Agreement. Failure to identify current or former Agency employees involved in this Agreement may result in termination of this Agreement.

7. Amendment to “7.7. Independent Contractor Relationship.”

7.7.4 The Contractor, as an independent contractor, has the ability and authority to choose and utilize Subcontractor(s) for the TRIPPP Program, including but not limited to TNC(S).

8. Amendment to “7.8. Nondiscrimination.”

7.8.1. Equal Employment Opportunity Efforts. Contractor and subcontractors 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/or TNC(s), 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.

9. Amendment to “7.14 Indemnification”

7.14.3. Additionally, Agency, as an Indemnifying Party, will, to the extent allowed by law, indemnify, defend and hold harmless Contractor and subcontractors, as an Indemnified Party(ies), its Affiliates and their respective directors, officers, employees, agents, successors and assigns against all claims, damages, losses and expenses with respect to any third-party

claim arising out of or related to Agency's use and distribution of the Uber and/or TNC(s) Vouchers, including but not limited to Agency's marketing, advertising, promoting, communicating, or delivering the Uber and/or TNC(s) Voucher to Agency Users in any manner in any media. This means that if Agency Users are unable to redeem their Single or Individualized Codes because the funds attributable to such Codes have already been used, Agency shall, to the extent allowed by law, indemnify Uber and/or TNC(s) for any claims made by such Agency Users.

10. Amendment to "7.15. Limits of Liability."

7.15. Limits of Liability. OTHER THAN EITHER PARTY'S INDEMNIFICATION OBLIGATIONS OR OBLIGATIONS WITH RESPECT TO A BREACH OF CONFIDENTIALITY, (A) IN NO EVENT SHALL CONTRACTOR, MARUTI, UBER, TNC(S), SUBCONTRACTOR(S) 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 CONTRACTOR, OR TNC(S) OR SUBCONTRACTOR(S) 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 ONE HUNDRED THOUSAND DOLLARS (\$100,000).

11. Amendment to "7.19. Interested Party."

7.19. Interested Party. Contractor acknowledges that Texas Government Code Section 2252.908 ("Section 2252.908") requires disclosure of certain matters by a business entity entering into a contract with a local government entity such as Agency. Contractor confirms that it has reviewed Section 2252.908 and, if it is required to do so, will 1) complete Form 1295 and electronically file it with the Texas Ethics Commission ("TEC"); and 2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the City at the same time Uber and/or TNC(s) executes and submits the Agreement to Agency. Form 1295 is available at the TEC's website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. This Agreement is not effective until the requirements listed above are satisfied and any award of the Agreement by Agency is expressly made contingent upon Contractor's compliance with such requirements. The signed Form 1295 may be submitted to Agency in an electronic format.

12. Amendment to “Exhibit 1 Scope of Work”

Exhibit 1 Scope of Work

Scope / Objective	Subsidized <u>UberX, TNC(s),</u> and WAV (wheelchair accessible vehicle) rides will be provided to users that are a part of this program. Riders will be able to request rides in the <u>Uber and/or TNC(s) App</u> with subsidy applied via the <u>Uber and/or TNC(s)Vouchers</u> product. City of Pflugerville will distribute the voucher link to users through its mobile app and other channels as it seems fit. Once users accept the terms and conditions of the voucher, they will be eligible to start taking subsidized rides for trips that start and end in a geofenced area (Figure 1).
Total Program Budget	Up to \$275,000 program allocation for first budget year unless amended. This includes \$95,000 for consultation services paid for through a grant with PCDC, up to \$5,000 for marketing efforts, \$35,000 for establish WAV with Maruti <u>and/or Subcontractor(s), including TNC(s),</u> and \$140,000 for vouchers for rideshare.
Products	<u>Uber and TNC(S) Transit Vouchers. Maruti WAV, Subcontractor(s) Transit, Rideshare and WAV</u>
Vehicle Types Available	UberX with options for UberX Share/Pool when available, <u>TNC(s) rideshares,</u> WAV
Program Distribution	Agency will distribute voucher link to users via the City Website with Voucher integration into the <u>Uber and/or TNC(s) App.</u>
Data Reporting	Reporting Uber <u>and/or TNC(s)</u> Dashboard Access

13. Amendment to “Exhibit 2 Uber Terms and Conditions”

1. Fees and Payment. Contractor will work with Agency to facilitate paying Uber and/or TNC(s) directly through the Dashboard as follows.

1.1. Utilization Charges. When an Uber and/or TNC(s) Voucher is redeemed by an Agency User, Uber and/or TNC(s) shall charge Agency the Utilization Amount of each such Uber and/or TNC(s) Voucher in accordance with Billing Options below. If a fare exceeds the Uber and/or TNC(s) Voucher value for an individual transaction, the balance shall be charged to such Agency User's payment method on file in their Active Account.

1.2. Monthly Billing. Subject to terms and conditions determined by Uber and/or TNC(s) in its sole discretion, Agency may elect to receive monthly statements (each, a "Monthly Statement") for the aggregate Utilization Amount generated from redeemed Uber and/or TNC(s) Vouchers during each calendar month of the Term ("Monthly Billing"). Each Monthly Statement shall be paid in full by Agency no later than thirty (30) calendar days from receipt of such Monthly Statement.

1.4. Disputed Payments. If Agency believes that it has been assessed a Utilization Amount it should not have been charged ("Disputed Charge Event"), Agency shall notify Uber and/or TNC(s) in writing within seven (7) calendar days of becoming aware of such Disputed Charge Event. The parties shall work in good faith to review the charges within forty-five (45) days of Agency notifying Uber and/or TNC(s) of such Disputed Charge Event. If the parties determine that Uber and/or TNC(s) assessed a Utilization Amount that Agency should not have been charged, Uber and/or TNC(s) shall remove such charge from Agency's account.

1.5. Account Suspension. Unless Agency has notified Uber and/or TNC(s) of a Disputed Charge Event, Uber and/or TNC(s) reserves the right to immediately suspend Agency's Corporate Account and suspend any or all access to Uber and/or TNC(s) Vouchers by Contractor and Agency Users if the Agency has not timely paid the Utilization Amount due on any past Billing Statements. Uber and/or TNC(s) further reserves the right to pursue any and all remedies available to it under applicable law, including, but not limited to, reporting Agency to applicable credit reporting agencies, for any unpaid Utilization Amount. Reestablishing a deactivated or suspended Agency Corporate Account after full payment of a past due Billing Statement shall be at Uber's and/or TNC's(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 1.5% per month or the maximum allowed by applicable law, whichever is less.

2. Uber and/or TNC(s) Flow Down Terms. Contractor shall ensure that the Underlying Contract with Agency include the following acknowledgments:

2.1. Active Uber and/or TNC(s) Rider Account Required. Agency shall acknowledge and agree that before an individual can activate an Uber and/or TNC(s) Voucher for access to Uber and/or TNC(s) Services under this Agreement, such proposed Agency User must have an active Uber and/or TNC(s) rider account for Uber and/or TNC(s) Services ("Rider Account").

2.2. Violations. Agency shall acknowledge that certain proposed Agency Users may be suspended or banned from use of Uber and/or TNC(s) Services due to violating Uber's and/or TNC's(s') End User Terms or Community Guidelines, available at <https://www.uber.com/legal/community-guidelines> (collectively, "Violations") or TNC's (s') website, and that Uber and/or TNC(s) is not obligated or liable to a prospective Agency User that is unable to utilize an Agency-generated Uber and/or TNC(s) Voucher due to Violations.

If an Agency User's Rider Account is suspended or terminated in accordance with the End User Terms, that Agency User's access to Uber and/or TNC(s) Vouchers shall also be immediately suspended.

2.3. Restrictions. Agency shall agree to use the Corporate Account, and Uber and/or TNC(s) Vouchers, solely as stated in this Agreement. 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 and/or TNC(s) Voucher, Uber and/or TNC(s) Service, or Uber and/or TNC(s) App, except to the extent allowed by applicable law, (b) sublicense, lease, rent, sell, give, or otherwise transfer or provide the Uber and/or TNC(s) Service or Uber and/or TNC(s) App to any unaffiliated third party, (c) modify or alter any Uber and/or TNC(s) Voucher unless permitted under this Agreement, or (d) otherwise impose any additional fees or charges on an Agency User related to their use of the Uber and/or TNC(s) Vouchers. Uber and/or TNC(s) reserves all rights not granted to Agency or Agency Users under this Agreement.

3. Intellectual Property. Uber and/or TNC(s) shall make available to Contractor and Agency Uber and/or TNC(s) Marks as follows:

3.1. License to Marks; Restrictions. The term "Uber and/or TNC(s) Marks" shall mean the trademarks identified as Uber and/or TNC(s) Marks in Exhibit 4. The term "Agency Marks" shall mean the trademarks identified as Agency Marks in Exhibit 4. The term "Territory" shall mean the territory identified in Exhibit 4.

3.2. Uber and/or TNC(s) shall grant to Contractor and Agency, solely during the Term and solely in the Territory, a limited, royalty-free, non-exclusive, non-transferable, non-assignable license, without the right to sublicense, to use and display the Uber and/or TNC(s) Marks only as expressly permitted by Uber and/or TNC(s) in each instance. All use of the Uber and/or TNC(s) Marks by Agency will be in the form and format approved by Uber, TNC(s) or Contractor, and Agency will not otherwise use or modify the Uber and/or TNC(s) Marks without Uber's and/or TNC's(s') or Contractor's prior written consent. All goodwill related to Agency's use of the Uber and/or TNC(s) Marks shall inure solely to the benefit of Uber and/or TNC(s). The Uber and/or TNC(s) Marks will at all times remain the exclusive property of Uber and/or TNC(s). Except as stated in this Agreement, Uber and/or TNC(s) does not, and shall not be deemed to, grant Agency any license or rights under any intellectual property or other proprietary rights. All rights not granted in this Agreement are reserved by Uber and/or TNC(s).

3.3. Agency shall grant to Uber, and/or TNC(s) and Contractor, solely during the Term and solely in the Territory, a limited, royalty-free, non-exclusive, non-transferable, non-assignable license, without the right to sublicense, to use and display Agency Marks only as permitted by Agency in each instance. All use of Agency Marks by Uber, and/or TNC(s) or Contractor will be in the form and format approved by Agency, and Uber, and/or TNC(s) or Contractor will not otherwise use or modify Agency Marks without Agency's prior written consent. All goodwill related to Uber's, and/or TNC's(s') and Contractor's use of Agency Marks shall inure solely to the benefit of Agency. Agency Marks will at all times remain the exclusive property of Agency. Except as stated in this Agreement, Agency does not, and shall not be deemed to, grant Uber, and/or TNC(s) or Contractor any license or rights under any intellectual property or other proprietary rights. All rights not granted in this Agreement are reserved by Agency.

3.4. Use of Uber and/or TNC(s) Marks; Guidelines. Any use by Agency of Uber and/or TNC(s) Marks shall be subject to Uber's and/or TNC's(s') or Contractor's prior written approval, which shall be deemed granted with respect to such uses compliant with the Uber and/or TNC(s) Trademark Usage Guidelines available at <https://developer.uber.com/docs/riders/guides/design-guidelines>) or TNC's (s') website, as may be amended from time to time by Uber and/or TNC's(s') in its sole discretion (the "Design Guidelines"). If Agency uses Uber and/or TNC(s) Marks, Agency will comply with the Design Guidelines, including without limitation, all additional directions given by Uber and/or TNC(s) or Contractor to Agency as to the content, colors, size, "look and feel" and other elements of any and all representations of Uber's and/or TNC's(s') Marks. Uber and/or TNC(s) reserves the right to immediately suspend Agency's Corporate Account and suspend any or all access to Uber and/or TNC(s) Vouchers by Agency Users if Uber and/or TNC(s), 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 and/or TNC(s) Marks.

3.5. 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/or TNC(s) and Agency before the commencement of any such activities.

3.6. Inspection of Records. During the Term of the Agreement, Uber and/or TNC(s) may request in writing that Contractor provide Uber and/or TNC(s) all of Agency's relevant records, marketing materials, and communications (including but not limited to, email and SMS messages that Contractor, or any other third party sent to Agency Users in connection with an Uber and/or TNC(s) Voucher) that include the Uber and/or TNC(s) Marks (collectively, the "Records"). Contractor shall provide the Records to Uber and/or TNC(s) within thirty (30) calendar days of Uber's and/or TNC's(s') request for such documents. If Uber and/or TNC(s), in its sole discretion, determines that Contractor or Agency has not met its obligations under the Agreement with respect to authorized usage of Uber and/or TNC(s) Marks, Uber and/or TNC(s) may immediately suspend Agency's Corporate Account and suspend any or all access to Uber and/or TNC(s) Vouchers 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.

4.3. Public Records Laws. Uber and/or TNC(s) acknowledges that Agency is subject to public records disclosure laws. Agency agrees to make diligent efforts to limit disclosure pursuant to any available bases stated in Texas Government Code, Chapter 552 or other applicable law, to notify Uber and/or TNC(s) and Contractor of such disclosure requirements at least five (5) days before disclosure in accordance with Texas Government Code, Section 552.305, and to allow Uber and/or TNC(s) or Contractor reasonable opportunity to object to production. If Agency determines the material is not exempt from public disclosure law, Agency will notify Uber and/or TNC(s) and Contractor in accordance with Texas Government Code, Section 552.305 and allow Uber and/or TNC(s) or Contractor a reasonable period of time to take whatever action it deems necessary to protect its interests. If Uber and/or TNC(s) or Contractor

does not take any such action in accordance with Texas Government Code, Section 552.305, Agency may release the portions of record(s) deemed by Agency to be subject to disclosure. If Agency is required to release Uber's and/or TNC's(s') or Contractor'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.

4.4. Nonpublic Personal Information. If Agency mistakenly, inadvertently, or inappropriately obtains access to any Personal Data related to an Uber and/or TNC(s) Voucher or the Uber and/or TNC(s) Services utilized by a rider in connection with this Agreement, Agency shall immediately notify and return it to Uber and/or TNC(s) (and shall cause its employees or agents to do the same). Agency shall not (i) copy, duplicate, or otherwise reproduce or retain any portion of any Personal Data in any form or manner whatsoever, nor permit any of its employees or agents to do so, nor (ii) enhance any database or any other files or other media by using any Personal Data.

5. Privacy and Data Security.

5.1. Uber and/or TNC(s) Data Restrictions. Uber's and/or TNC's(s') collection and use of Uber and/or TNC(s) Personal Data, including information Uber and/or TNC(s) obtains from individuals to establish an Uber and/or TNC(s) Rider Account, shall be treated by Uber and/or TNC(s) in accordance with the Uber and/or TNC(s) privacy statement, available at www.uber.com/legal/privacy or TNC's (s') website, as may be updated by Uber and/or TNC(s) from time to time. Uber and/or TNC(s) agrees that Agency Personal Data shall be used solely for the authentication, verification, and linking purposes described in this Agreement and for no other purpose. Uber and/or TNC(s) shall limit access to Agency Personal Data solely to Uber and/or TNC(s) personnel who have a legitimate business need to access such Agency Personal Data. Uber and/or TNC(s) will not disclose Agency Personal Data to any third party unless expressly authorized in writing by Agency, except for Uber and/or TNC(s) service providers who have a legitimate business need to access Agency Personal Data to carry out work solely on Uber's and/or TNC's(s') behalf and for no other purpose, and who are in each case bound by privacy and security obligations regarding Agency Personal Data that are at least as restrictive as those contained herein.

5.2. Security. Uber and/or TNC(s) and Agency agree to implement and maintain appropriate technical, physical, and organizational measures to protect the other's personal data against unauthorized or unlawful processing and against unauthorized loss, destruction, damage, alteration, or disclosure, keeping in mind the nature of the information. In the event of a data breach involving the other party's personal data, each party shall notify the other promptly after becoming aware that the data breach involved the other party's personal data. Such notice shall include at least: (1) the nature of the breach of security measures; (2) the types of potentially compromised personal data; (3) the duration and expected consequences of the data breach; and (4) any mitigation or remediation measures taken or planned in response to the data breach. Upon any such discovery, each party will (a) take all reasonable steps to investigate, remediate, and mitigate the effects of the data breach, and (b) provide the other with assurances that such data breach will not recur.

6. Insurance.

6.1. Uber and/or TNC(s) agrees to maintain the following insurance coverage with an A.M. Best financial rating of “A-” or better: 6.1.1. Commercial General Liability (including contractual liability, personal and advertising injury and products and completed operations) with a limit of one million dollars (US\$1,000,000) per occurrence and two million dollars (US\$2,000,000) in the aggregate for bodily injury and property damage.

6.1.2. 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).

6.1.3. Commercial Auto Liability insurance for all owned, hired and non-owned vehicles for bodily injury, including death and property damage for limits of one million dollars (US\$1,000,000) each accident combined single limit.

6.3. Upon Agency’s reasonable request from time to time, Uber and/or TNC(s) shall furnish 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.

6.4. Uber and/or TNC’s(s’) agrees to provide Agency with thirty (30) days written notice of any material changes and/or cancellation of insurance coverage.

1. Uber and/or TNC(s) Obligations

1.1. Uber and/or TNC(s) will provide Contractor and Agency access to Uber’s and/or TNC’s(s’) browser-based online dashboard for “Uber Vouchers for Transit” and/or TNC(s) customers, and the Vouchers for Transit Agencies product (“Uber Vouchers”) and/or TNC(s) Vouchers that will allow Agency to distribute Uber and/or TNC(s) Vouchers.

1.2. Contractor will receive from Agency a designated primary Administrator for the Dashboard. Uber and/or TNC(s) shall authorize Agency to (a) view and pay Monthly Statements; and (b) view current, appoint new, and remove Administrators. Uber and/or TNC(s) reserves the right to add, remove and update features and functionality of the Dashboard at any time. Uber and/or TNC(s) agrees to use commercially reasonable efforts to provide access to the Dashboard and Uber and/or TNC(s) Vouchers to Agency as stated in this Agreement.

2. Uber and/or TNC(s) Vouchers. Creating Uber and/or TNC(s) Programs and Uber and/or TNC(s) Vouchers; Limitations.

2.1. Uber and/or TNC(s) Vouchers and the resulting discount codes may be used for personal purposes only by individuals that receive an Uber and/or TNC(s) Voucher via either a Single Code or an Individualized Code.

2.2. Agency or Agency Users may not use or resell the Uber and/or TNC(s) Vouchers and resulting discount codes in connection with any marketing, advertising, promotional or other commercial activities, including, without limitation, via websites, Internet advertisements, email, telemarketing, direct mail, newspaper and magazine advertisements, radio and television broadcasts, or otherwise, authorized under the Transit Voucher Terms of this Agreement.

2.3. Agency is responsible for lost, stolen, or misused Uber and/or TNC(s) Vouchers and the resulting discount codes or Utilization Charges assessed on Billing Statement.

2.4. Uber and/or TNC(s) reserves the right to close or suspend an Agency’s or Agency User’s account, to adjust balances and/or request alternative forms of payment if Uber and/or TNC(s)

determines in its sole discretion that an Uber and/or TNC(s) Voucher is or has been fraudulently obtained or used.

2.5. Uber and/or TNC(s) may cease offering the Uber and/or TNC(s) Vouchers for Transit Agencies program subject to the Termination provisions within this Agreement.

2.6. An Uber and/or TNC(s) Account Manager will work with Contractor to create the Uber and/or TNC(s) Vouchers for Agency to distribute to Agency Users. Such vouchers may only be used where Uber and/or TNC(s) makes Uber and/or TNC(s) Vouchers available to Agency. Contractor will work with Agency for all marketing, promotion, and advertising of Agency programs for which Uber and/or TNC(s) Vouchers are created, including but not limited to ensuring that such marketing, promotion, and advertising complies with all applicable laws, rules, regulations and ordinances and does not harm the goodwill or reputation of Uber and/or TNC(s).

2.7. Contractor will work with Agency to choose to either create a Program with: (a) one Uber and/or TNC(s) Voucher to distribute to all Agency Users (a “Single Code”); or (b) individualized Uber and/or TNC(s) Vouchers that Agency can distribute to each Agency User, with the following restrictions: limited to one code per person, only redeemable by the first person who redeems the code (an “Individualized Code”). Agency shall acknowledge that Uber and/or TNC(s) cannot prevent an Agency User from sharing a Single Code or an Individualized Code with a non-Agency User, and that Uber and/or TNC(s) cannot disaggregate Agency User transactions from non-Agency User transactions when determining Utilization Amounts. Agency shall acknowledge and agree to pay Utilization Amounts generated from all redeemed Uber and/or TNC(s) Vouchers up to the Uber and/or TNC(s) Voucher Limit, even in the event that Utilization Amounts are impacted by code sharing or non-intended use.

2.8. Uber and/or TNC(s) Voucher Limitations. Contractor shall ensure that the maximum aggregate Redemption Value of Uber and/or TNC(s) Vouchers that Agency has available at any given time during the Term shall not exceed the credit amount authorized by Uber and/or TNC(s) for Agency’s Monthly Billing, unless Uber and/or TNC(s) agrees in writing to allow Agency to distribute a different amount of Uber and/or TNC(s) Vouchers. Each Uber and/or TNC(s) Voucher created by Agency shall: (1) expire no later than 30 days after the date that Agency created the Uber and/or TNC(s) Voucher; (2) have a minimum Redemption Value for each region for which an Uber and/or TNC(s) Voucher was ordered as specified in the Dashboard; (3) be valid for redemption in areas where Uber and/or TNC(s) Vouchers are available until such Uber and/or TNC(s) Voucher expires; and (4) be usable for Agency User receiving such Uber and/or TNC(s) Voucher (i.e. Agency User cannot be located in New York, New York and have the code only valid for San Francisco, California).

2.9. Restrictions of Use. Contractor will ensure that Agency cannot use Uber and/or TNC(s) Vouchers with any third-party promotion, agreement, relationship, marketing event, partnership, or any other use case without Uber’s and/or TNC’s(s’) prior written consent. Agency shall agree it will not apply, or allow to be applied, the Uber Voucher to an Agency User account without first disclosing all of the disclaimers stated below.

2.10. Modification or Cancellation of Uber and/or TNC(s) Vouchers. After a Program is created, Agency may: (1) update a Program to make the restrictions and/or value more permissive if the Uber and/or TNC(s) Voucher code has not yet been distributed to Agency Users, or (2) cancel a Program, in which case Contractor shall immediately notify all affected Agency Users that Agency has canceled the Program and that Uber and/or TNC(s) is not

responsible for the Program cancellation. Agency shall acknowledge and agree that if Agency modifies or cancels a Program: (1) Agency remains financially responsible to Agency Users who received an Uber and/or TNC(s) Voucher from Agency, even if Agency User utilized such Uber and/or TNC(s) Voucher after Agency modified or canceled the Program; and (2) Agency Users who contact Uber and/or TNC(s) because they are unable to utilize an Uber and/or TNC(s) Voucher code for a modified or canceled Program will be directed by Uber and/or TNC(s) to contact Agency about any modification or cancellation issues. Agency shall acknowledge and agree that Uber and/or TNC(s) will not be liable to: (i) Agency Users who received an Uber and/or TNC(s) Voucher but were unable to utilize the Uber and/or TNC(s) Voucher following Agency's modifications to or cancellation of the Program, or (ii) Agency for Uber's and/or TNC(s) non-fulfillment of the Uber and/or TNC(s) Voucher as a result of modifications to or cancellation of the Program by Agency.

3. Marketing and Messaging.

3.1. Marketing Guidelines. At all times during the Term, Contractor shall follow the marketing guidelines that are outlined in this Agreement ("Marketing Guidelines"), which Uber and/or TNC(s) may update from time to time in its discretion.

3.2. Approved Use Cases. Contractor agrees to use Uber and/or TNC(s) Vouchers only for the specific purposes of the City of Pflugerville Ridesharing Public Private Partnership program. The program will be available to any individual initiating and ending a ride within the established Agency program geofence. During the Term, Agency must work through Contractor and obtain prior written consent from Uber and/or TNC(s) to use Uber and/or TNC(s) Vouchers for any purpose other than the approved use case.

3.3. Delivery of Uber and/or TNC(s) Vouchers to Agency Users. Agency will receive Uber and/or TNC(s) Vouchers in the form of code links, that Agency may deliver to Agency Users via email, SMS, social media, online in other digital media, in broadcast media, in print, or OOH, so long as Agency takes down any communication containing the delivery or distribution of an Uber and/or TNC(s) Voucher after such Uber and/or TNC(s) Voucher's expiration date. In the event that Agency delivers Uber and/or TNC(s) Vouchers via email, Agency shall ensure that it is the sole sender of the email as defined by the CAN-SPAM Act and that Uber and/or TNC(s) does not appear as the sender of such email. If Agency delivers Uber and/or TNC(s) Vouchers via SMS, Agency shall ensure that it has affirmative written consent from all Agency Users to send them such messages and will make clear in the message that it is being sent by Agency (as opposed to Uber and/or TNC(s) or Contractor).

3.4. Uber and/or TNC(s) Vouchers for Transit Agencies Disclaimer. Contractor shall work with Agency to ensure that its delivery or distribution of an Uber and/or TNC(s) Voucher to an Agency, Agency User, or any related communication, shall include a prominent disclaimer notifying the Agency User that the Uber and/or TNC(s) Voucher: (a) may only be redeemed for rides requested via Uber's and/or TNC(s) mobile application; (b) is subject to an expiration date; (c) is subject to specific, defined geographic restrictions; (d) is subject to a maximum Redemption Value; (e) cannot be redeemed for goods or services outside of the Uber and/or TNC(s) App; (f) value is non-transferrable to other Uber accounts, users, or products once redeemed by an Agency User; (g) value of unused portions will not be transferred to an Agency User for any value or credit; and (h) has no cash value and may not be redeemed for cash, except as required by law. The following is a pre-approved disclaimer for a Single Code voucher: 3.4.1. "Limited Availability. No cash value. Maximum discount of \$[#] per Uber and/or TNC(s) trip. To redeem discount, Uber and/or TNC(s) Voucher code [INSERT LINK] must be applied to Payment section of the Uber and/or TNC(s) app before requesting the first

ride to or from [VENUE] [INSERT TIME AND DATE RESTRICTIONS IF APPLICABLE]. Uber and/or TNC(s) Voucher expires [DATE] at [TIME]. Uber and/or TNC(s) Voucher does not apply to tips. Terms subject to change. Limited availability. Issues involving redemption and/or use of the Uber and/or TNC(s) Voucher code should be directed to Agency at [INSERT AGENCY CONTACT INFO].”

14. Amendment to “Exhibit 3 Maruti Terms and Conditions”

Exhibit 3 ~~Maruti~~ Subcontractor(s) Terms and Conditions

1. Services. **1.1.** ~~Maruti~~ Subcontractor(s) shall provide an ADA transportation solution to Agency that works alongside the City’s TRIPPP Program. ~~Maruti~~ Subcontractor(s) will utilize its ~~MT-Connect~~ Subcontractor(s) service to provide a transportation service to address adherence to the Americans with Disabilities Act (ADA).

1.2. ~~Maruti~~ Subcontractor(s) shall offer its ~~MT-Connect~~ service to Agency through the utilization of the Uber and/or TNC(s) application. This service includes the ability of the resident requestor of transportation to track and communicate with the driver.

1.3. ~~Maruti~~ Subcontractor(s) shall provide a scheduled transportation service to Agency whereby residents may schedule transportation service up to two (2) weeks in advance by calling ~~Maruti~~ Subcontractor(s)’s call center at ~~(210) 227-1900 Ext. 3~~ the number provided by Subcontractor(s). Residents must call during regular office hours from 9:00 AM to 5:00 PM Monday thru Friday. Leaving a voice message during off hours will not guarantee a scheduled trip.

1.4. ~~Maruti~~ Subcontractor(s) shall provide daily services during the hours of 6:00am – 7:00pm, unless otherwise mutually agreed upon in writing. Rides requested outside of these times will be made available and billed to Agency at the after-hours fee amount. ~~Maruti~~ Subcontractor(s) will provide two vehicles and three drivers initially to gauge program demand, but at all times will provide the sufficient number of drivers and vehicles to meet program demand.

1.5. ~~Maruti~~ Subcontractor(s)’s representative/liaison information during the term of this agreement and any subsequent renewal of this agreement shall be ~~Parth Parikh, Director of Operations, Maruti Transportation Group, telephone number (407) 412-5613, unless otherwise designated in writing by Maruti.~~ provided to the Agency.

2.Operation Fees. **2.1.** Per trip load fee of \$25.00.

2.6. A \$4 per rider fee is charged per each trip. This fee is paid by the rider to ~~Maruti~~ Subcontractor(s). The fee is deducted from the final invoice per each trip billed to Agency.

3.Invoicing. ~~Maruti~~ Subcontractor(s) shall provide a monthly invoice to Agency for all services rendered as described herein. Contractor shall also provide Uber and/or TNC(s) reporting data to support the invoice.

3.1. Agency shall provide payment to ~~Maruti~~ Subcontractor(s) no later than thirty (30) days following the receipt of the invoice.

3.2. All invoices submitted by ~~Maruti~~ Subcontractor(s) to Agency shall be submitted in detail sufficient for proper pre-audit and post-audit to ensure that work performed, expense

incurred, or service rendered actually took place, was properly authorized and that the correct amount was charged.

3.3. It shall be Agency's responsibility to verify the information on Maruti Subcontractor(s)'s invoice within the timeframe allotted for payment.

4. Protected Health Information.

4.1. To the extent applicable, Maruti Subcontractor(s), including its agents, servants, subcontractors and employees, shall appropriately safeguard protected health information ("PHI") that may be created, received, maintained, or transmitted on behalf of Agency, in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended and any related regulations ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended and any related regulations (the "HITECH Act"), to the extent the acts and implementing regulations are applicable to the services provided by Maruti Subcontractor(s). Notwithstanding that HIPAA and its implementing may not prevent the disclosure of PHI, or other health or personal information acquired by Maruti Subcontractor(s) in its performance of this Agreement, Maruti Subcontractor(s) shall not volunteer or disclose health or personal information to third parties, unless such disclosure is required by law applicable to the records created, possessed or maintained by Maruti Subcontractor(s)

6. Obligations of Maruti Subcontractor(s). To the extent required by law, Maruti Subcontractor(s) agrees that it will:

6.1.3. Report in writing to Agency any use or disclosure of PHI not provided for by this Agreement of which Maruti Subcontractor(s) becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breach of unsecured PHI (as defined in the HIPAA Breach Notification Rule) within three (3) business days of Maruti Subcontractor(s)'s discovery of the security incident or breach. Maruti Subcontractor(s) will comply with all applicable provisions of the HIPAA Breach Notification Regulations found at 45 CFR §164.400 *et seq.* when making breach notification to Agency. Agency shall have sole control over the timing and method of breach notification to affected individual(s), the Department of Health and Human Services, and, if applicable, the media. Maruti Subcontractor(s) agrees that, if requested by Agency to do so, it will provide breach notification to affected individuals of any breach of unsecured PHI discovered by Business Associate. If requested by Agency to make breach notification to affected individuals, Maruti Subcontractor(s) shall comply with all applicable provisions of the HIPAA Breach Notification Regulations found at 45 CFR §164.400 *et seq.*, and any direction from Agency.

6.1.4. In accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Maruti Subcontractor(s) agree to the same restrictions, conditions, and requirements that apply to Maruti Subcontractor(s) with respect to such information by requiring such subcontractors

to sign an agreement with Maruti Subcontractor(s) that contains, at a minimum, the same provisions as this Agreement.

6.1.8. To the extent that Maruti Subcontractor(s) is to carry out any Agency obligations under the HIPAA Privacy Rule, Maruti Subcontractor(s) shall comply with the requirements of the Privacy Rule that apply to Agency when it carries out that obligation.

6.1.9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by Maruti Subcontractor(s) on behalf of Agency, available to the Secretary of the Department of Health and Human Services for purposes of determining Business Associate's and Agency's compliance with HIPAA and the HITECH Act.

6.1.10. Restrict the use or disclosure of PHI if Agency notifies Maruti Subcontractor(s) of any restriction on the use or disclosure of PHI that Agency has agreed to or is required to abide by under 45 CFR §164.522.

6.1.12. Protect, defend, reimburse, indemnify and hold Agency and their respective agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising as a result of a breach of unsecured PHI caused by any act or omission of Maruti Subcontractor(s) or arising from any other violation of HIPAA or the HITECH Act caused by any act or omission of Maruti Subcontractor(s).

7. Verification of employees. If Agency has agreements with Texas's Department of Transportation (TxDOT) which require Agency to agree and assure TxDOT that the U.S. Department of Homeland Security's E-Verify System (System) will be used to verify the employment eligibility of Maruti Subcontractor(s)'s employees and the employees of Maruti Subcontractor(s)'s subcontractors, Maruti Subcontractor(s) agrees that it will utilize the System to verify the employment eligibility of its employees, and that it will require any subcontractor used in the performance of this Agreement to verify the employment eligibility of its employees. Maruti Subcontractor(s) shall provide evidence that it and its subcontractors have so verified the employment eligibility of all employees to Agency and TxDOT on forms and in the manner required by Agency.

8. Federal and State Taxes.

8.1. Agency is exempt from payment of Texas State Sales and Use Taxes. Agency will provide an exemption certificate to Maruti Subcontractor(s). Maruti Subcontractor(s) shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with Agency, nor shall Maruti Subcontractor(s) use Agency's Tax Exemption Number in securing such materials.

8.2. Maruti Subcontractor(s) shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

9. Insurance Requirements

9.1. Maruti Subcontractor(s) agrees to maintain the following insurance coverage:

9.1.1. Commercial General Liability (including contractual liability, personal and advertising injury and products and completed operations) with a limit of one

million dollars (US\$1,000,000) per occurrence and two million dollars (US\$2,000,000) in the aggregate for bodily injury and property damage.

9.1.2. 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).

9.1.3. Commercial Auto Liability insurance for all owned, hired and non-owned vehicles for bodily injury, including death and property damage for limits of one million dollars (US\$1,000,000) each accident combined single limit.

9.2. Upon Agency’s reasonable request from time to time, ~~Maruti~~ Subcontractor(s) shall furnish 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.

9.3. ~~Maruti~~ Subcontractor(s) agrees to provide Agency with thirty (30) days written notice of any material changes and/or cancellation of insurance coverage.

15. Amendment to “Exhibit 4 Trademarks and Territory”

TRIPPP will provide notice of any other logos, trademarks and territory for and that may be used by TNC(s) and/or Subcontractor(s) for the TRIPPP program.

TRIPPP Consulting, LLC

City of Pflugerville, Texas

(Signature)

(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____