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LYFT, INC.**GENERAL SERVICES AGREEMENT**

This General Services Agreement, together with any Partnership Program Form(s) in effect from time to time during the Term (each, a "**Partnership Program Form**") (collectively, this "**Agreement**") sets forth the terms of Agency's use of the Services (as defined in Section 1 below) and is entered into as of the date on which this Agreement is fully executed as indicated in the signature blocks below ("**Effective Date**") between Lyft, Inc., a Delaware corporation located at 185 Berry St., Suite 5000, San Francisco, CA 94107 ("**Lyft**") and the City of Carson, a municipal corporation, located at 701 East Carson Street, Carson, CA 90745 ("**Agency**"). This Agreement consists of the following Terms and Conditions, any Partnership Program Form(s) (the form of which is attached hereto as Exhibit A and incorporated herein by reference), and any other attachments, exhibits, or appendices hereto. Both Lyft and Agency may be referred to herein individually as a "**Party**," or collectively as the "**Parties**."

NOW, THEREFORE, in consideration of the terms contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

TERMS AND CONDITIONS**1. The Services.**

a. Background. Lyft operates a multimodal, transportation-as-a-service ridesharing platform ("**Lyft Platform**") and mobile application (the "**Lyft App**") which allows authorized users ("**Riders**") the opportunity to request a ride from one location to another (each, a "**Ride Request**"). Independent contractors as authorized users of the Lyft Platform ("**Drivers**") providing driving services using their own vehicles may accept Ride Requests from Riders in order to provide such Riders with transportation services ("**Driving Services**"). Once a Ride Request is accepted by a Driver, and a Driver and Rider are matched via the Lyft App, Rider may enter the Driver's vehicle and receive Driving Services from one location to another (each, a "**Ride**"). For clarity, a Ride commences once the Rider enters the Driver's vehicle and lasts until the Rider exits the Driver's vehicle.

b. Lyft Services. Lyft provides Agency certain enterprise transportation related solutions, products, and services (as further defined below, "**Services**") to administer, track and manage its transportation spend for its Riders. Agency desires to utilize the Services, and Lyft and Agency agree to launch the Services in accordance with the terms of this Agreement and as specified in Exhibit A. "**Services**" means the services, products, and programs offered and provided by Lyft to Agency under this Agreement, which may include but are not limited to, Lyft Pass, Lyft Concierge, the Lyft Dashboard, Lyft Ride Programs, or any separately requested software or online access provided to Agency, training, support, programs, products, features, functions and report formats, and subsequent updates or upgrades of any of the foregoing made generally available by Lyft.

c. Provision of the Services. Lyft will make the Services available to Agency in accordance with this Agreement. Subject to the terms and conditions of this Agreement, Lyft grants Agency a non-exclusive, non-transferrable, revocable, limited license to use the Lyft Platform and Services during the Term. Lyft reserves all rights not expressly granted to Agency under this Agreement. Riders may use the Lyft Platform to request and take Rides as set forth in the Lyft Terms of Service (<https://www.lyft.com/terms>) and Privacy Policy (<https://www.lyft.com/privacy>). In the event of any conflict between this Agreement and the Lyft Terms of Service and Privacy Policy as it relates to Agency, this Agreement shall control.

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d. Agency Account. To access the Services, Agency must have an Agency account (“**Agency Account**”) and provide true, accurate, current, and complete information as requested during the account creation process. Agency must also keep that information true, accurate, current, and complete throughout the Term. Agency is solely responsible for all use (whether or not authorized) of the Services under the Agency Account, and for all acts and omissions of Agency staff that has access to such Agency Account, as well as for all Fees (as defined below) generated under such Agency Account in accordance with this Agreement. Agency agrees to take all reasonable precautions to prevent unauthorized access to or use of the Services and will notify Lyft promptly upon the discovery of any known or suspected unauthorized or fraudulent activity occurring under the Agency Account. Lyft will not be liable for any loss or damage arising from unauthorized or fraudulent use of the Agency Account, except to the extent caused by Lyft’s gross negligence or willful misconduct.

e. Restrictions. Agency shall not, and shall not authorize others to (i) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the Lyft Platform and Services; (ii) use the Lyft Platform, Services, and any data received from the Services in violation of applicable law, third party rights, and this Agreement; (iii) sublicense, repackaging, lease, rent, sell, give or otherwise transfer or provide the Lyft Platform and Services to any unaffiliated third party except as may be provided in this Agreement; (iv) substantially replicate or modify the Lyft Platform, Services or their elements, except as expressly permitted hereunder; (v) use incorrect or outdated Agency Rider information in connection with this Agreement; (vi) interfere with, modify or disable any features or functionality of the Lyft Platform and Services; (vii) transmit files, documents, or any other material that contains viruses, Trojan horses, spyware, worms or any other malicious, harmful, or deleterious programs; and/or (viii) use the Services or Lyft Platform in connection with unsolicited, unwanted, or harassing communications (commercial or otherwise), including, but not limited to, phone calls, SMS messages, chat, voice mail, or video.

f. Data. All information related to Agency, Riders, and their use of the Lyft Platform or Services as received, collected, compiled, aggregated or produced by Lyft in connection with this Agreement, including but not limited to, the information contained within the Lyft Dashboard and the Agency Account, shall be governed by the terms of Lyft’s Privacy Policy (<https://www.lyft.com/privacy>), and Lyft shall have the right to use such data as set forth in Lyft’s Privacy Policy. For the avoidance of doubt, Lyft may disclose such information to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law, without notice to Agency or Riders. Lyft determines the extent to which such data will be provided to Agency through the Dashboard and Agency Account, as described in the Data Reporting Addendum. Lyft reserves the right to add, remove, and update features and functionality related to such data at any time and Lyft will not be responsible for any loss of data or any other damages associated with such changes.

2. **Term.** This Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated as set forth herein (the “**Term**”). Notwithstanding the foregoing, if there are any Partnership Program Forms in effect, then this Agreement will not terminate until all such Partnership Program Forms have expired or been terminated in accordance with the terms therein. Upon the expiration or termination of all Partnership Program Forms, this Agreement shall terminate.

3. **Partnership Program.** The Parties will cooperate to launch and maintain the partnership program for Agency to use the Services (as set forth on each Partnership Program Form) (the “**Partnership Program**”). Except as expressly agreed to in Section 4 and Exhibit A of this Agreement, each Party shall be responsible for its expenses and costs during its performance under this Agreement.

4. **Fees and Payment.** Agency agrees to pay Lyft for fees incurred through its use of the Lyft Platform, including Ride fares, service fees, tolls, surcharges, Prime Time fees, taxes, and any other fees, to the extent of the authorized Agency subsidies as set forth in Exhibit A (collectively “**Fees**”). Fees due are payable in accordance with the payment schedule set forth on each Partnership Program Form, as applicable.

5. Notice and Consents

a. Notices. As applicable, Agency is obligated to notify Agency Riders that Agency will receive information related to certain Rides, including but not limited to, for example, name of Rider, time of ride,

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and ride cost. Agency agrees that all Riders completing an application to receive Lyft Concierge Services consent to the following language: "By accepting Lyft Concierge Ride services, you consent to Lyft's Rider Terms of Service, which is available at <https://www.lyft.com/terms>."

b. Automated Text Messaging or Calls. If Agency uses Concierge or Lyft Pass and provides Lyft with the phone numbers of Riders or other individuals via the Services, Agency represents and warrants that it has all rights, permissions, and consents necessary under the Telephone Consumer Protection Act ("TCPA") and any other applicable federal, state and local laws, rules or regulations for Agency and/or Lyft to use an automatic telephone dialing system to call, text or otherwise contact the recipient associated with the phone number provided by Agency (whether a Rider or otherwise) including via SMS message or voice call, in relation to a Ride taken by a Rider, and/or Agency's use of the Services. Agency acknowledges and agrees that by providing an individual's phone number via the Services for any purpose, such individual (whether a Rider or otherwise) shall receive automated communications, including but not limited to SMS messages or phone calls relating to a Ride, and/or Agency's other uses of the Services. Agency further acknowledges and agrees it will not send personally identifiable information or other sensitive information in relation to the content of SMS messages and calls made by Agency through the Services.

c. Emails. If Agency uses Lyft Pass or Business Profiles and provides Lyft with the email addresses of Riders or other individuals, Agency represents and warrants that it has all rights and permissions necessary under the Controlling the Assault of Non-Solicited Pornography And Marketing Act (CAN-SPAM Act) and any other applicable federal, state, and local laws, rules or regulations for Lyft to email such persons.

d. Data Usage. Agency consents on behalf of itself and each Rider to allow Lyft to use any Rider information provided by Agency to (i) transmit a request via the Lyft Platform to available Drivers; (ii) send automated transactional communications, including but not limited to SMS texts or phone calls, to the Rider relating to the Ride or the provision of the Services; (iii) share the Rider information with the Driver who accepted the Request, provided that the Driver will only receive the first name of the Rider and pick up and drop off location; and (iv) use and store the Rider information for the internal purposes of Lyft, subject to Lyft's Privacy Policy (<https://www.lyft.com/privacy>). Agency also consents on behalf of itself and each Rider to allow Lyft to share any Agency or Rider information with its authorized vendors, service providers, and subcontractors for purposes of performing its obligations hereunder.

6. Proprietary Rights.

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

b. License to Use Agency Marks. Agency hereby grants to Lyft a revocable, time-limited, royalty-free, non-exclusive, non-transferable, non-sublicensable right and license to use all names, marks and logos associated with Agency (collectively, "Agency Marks") during the Term, solely in furtherance of Lyft's obligations in this Agreement. Lyft may additionally use the Agency's marks and logos in confidential presentations about the program, including procurement responses and presentations. Lyft's use of any of the Agency Marks shall be subject to Agency's prior written approval in each instance. Agency warrants and represents that it has (or has obtained from all appropriate rights holders) all necessary rights and authority to grant the license granted by it hereunder. Lyft hereby covenants and agrees that the Agency Marks shall remain the sole and exclusive property of Agency and that Lyft shall not hold itself out as having any ownership rights with respect thereto. Any and all goodwill associated with the Agency Marks shall inure directly to the benefit of Agency. Lyft's use of Agency Marks must conform to Agency's

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usage guidelines and instructions as Agency may provide or update from time to time (and in no event shall the color, style, appearance, or relative dimensions of the Agency Marks be altered or changed in any way).

7. Confidential Information.

a. Either Party (the “**Disclosing Party**”) may disclose or make available to the other Party (the “**Receiving Party**”), whether orally or in physical form, confidential or proprietary information concerning the Disclosing Party and/or its business, products, services, marketing, promotional or technical information in connection with this Agreement (collectively, the “**Confidential Information**”). For purposes hereof, Confidential Information will not include information: (a) which was previously known to Receiving Party without an obligation of confidentiality; (b) which was acquired by Receiving Party from a third party which was not, to the Receiving Party's knowledge, under an obligation to not disclose such information; (c) which is or becomes publicly available through no fault of Receiving Party; (d) which Disclosing Party gave written permission to Receiving Party for disclosure, but only with respect to such permitted disclosure; or (e) independently developed without use of the other party's Confidential Information.

b. Requirements. Except as otherwise required by applicable law, each Receiving Party agrees that (a) it will use the Confidential Information of the Disclosing Party solely for the purpose of this Agreement and (b) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as strict as those contained herein. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information and materials of like kind, but in no event less than a reasonable standard of care. The Receiving Party is responsible for any breach of the confidentiality provisions of this Agreement by its employees or agents. In the event the Receiving Party receives a subpoena or other validly issued administrative or judicial process demanding the Confidential Information or is otherwise required by law to disclose Confidential Information, the Receiving Party will give the Disclosing Party prompt written notice of such request prior to disclosure and shall make diligent efforts to limit disclosure pursuant to any available bases under applicable law. Receiving Party agrees to cooperate fully with the Disclosing Party and to provide the Disclosing Party with the opportunity to review any response to discovery requests by Receiving Party. If the Receiving Party determines that it must disclose such information, then the Receiving Party will provide Disclosing Party a minimum of ten (10) business days prior to the proposed disclosure, so that the Disclosing Party may assert any defenses to disclosure that may be available. If Receiving Party is required to release Disclosing Party's Confidential Information, it nevertheless shall use any available authorities to redact personal or business confidential information from such records to the extent consistent with applicable law and the final judgment. Upon request by the Disclosing Party, the Receiving Party will return all copies of any Confidential Information to the Disclosing Party, if permitted by law or if returning such copies is not commercially infeasible for Receiving Party. Confidential Information disclosed by the Disclosing Party to the Receiving Party will at all times remain the property of the Disclosing Party. No license under any trade secrets, copyrights, or other rights is granted under this Agreement or by any disclosure of Confidential Information under this Agreement. Notwithstanding anything contained herein to the contrary, the parties acknowledge the Rider personally identifiable information (“**Rider PII**”) will be redacted from any disclosure request in accordance with Lyft's Privacy Policy and applicable privacy laws.

c. Exception. Notwithstanding any other provision of this Section 7, the Parties acknowledge and agree that Agency is subject to the California Public Records Act (Cal. Gov't Code §6250 *et seq.*), and as such is required by law to produce non-exempt public records in its possession, custody or control pursuant to a request for such records submitted to Agency under said Act. Accordingly, the Parties agree that any Confidential Information provided to Agency pursuant to this Agreement that constitutes a public record may be disclosed by Agency to the extent required by law (as determined by Agency in its sole discretion) without liability under this Agreement, and that such disclosures shall not be subject to subsection (b) of this Section; provided, however, that Agency will notify Lyft if Agency is required to produce non-exempt public records related to this Agreement promptly prior to disclosure, and provided further that Agency makes diligent efforts to limit disclosure pursuant to any available basis set forth in the California Public Records Act or other applicable law. If Agency determines that it must disclose such information, then the Agency will provide Lyft ten (10) business days prior to the proposed disclosure such that Lyft may seek court intervention concerning the potential disclosure of Lyft's Confidential Information. If Agency is required to release Lyft's Confidential Information, it nevertheless shall use any available authorities to redact personal

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or business Confidential Information from such records to the extent consistent with applicable law and the final judgment.

8. No Publicity. Except as may be expressly set forth on the Partnership Program Form, neither Party may issue a press release, post information online (including web sites, social media channels or blogs) or otherwise refer to the other Party in any manner with respect to this Agreement, the Partnership Program or otherwise, without the prior written consent of the other Party.

9. Representations and Warranties; Disclaimer.

a. Each Party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws and regulations in connection with its performance of this Agreement; (e) the content, media and other materials used or provided as part of the Partnership Program shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party. Additionally, Agency represents and warrants that it will not use the Lyft Platform or Service in any manner that violates applicable regulations, policies, or guidance, published by the FTA (Federal Transit Administration) at <https://www.transit.dot.gov/shared-mobility> or <https://www.transit.dot.gov/>. Prior to any Rides taken under this Agreement, Agency represents and warrants that Agency will notify its Riders that such Riders' personal information may be subject to Agency's compliance with applicable public disclosure laws and subsequently be made public following requests for such information. For clarity, Lyft redacts Riders' personal information in connection with applicable public disclosure laws.

b. The Parties acknowledge and agree that the Services provided pursuant to this Agreement do not constitute "designated public transportation" for purposes of 49 C.F.R. §37.21. Additionally, the Parties acknowledge and agree that Lyft is not performing transportation services for the general public under this Agreement, and therefore this Agreement shall not be subject to 49 C.F.R. §37.23.

c. EXCEPT AS SET FORTH HEREIN, EACH PARTY MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS SERVICES OR PRODUCTS OR ANY PORTION THEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. SPECIFICALLY, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, LYFT MAKES NO WARRANTIES CONCERNING THE LYFT APP, LYFT PLATFORM, OR THE SERVICES AND LYFT PROVIDES THE SERVICES "AS IS" AND WITHOUT WARRANTY. LYFT DOES NOT WARRANT THAT THE SERVICES WILL MEET AGENCY'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, LYFT SPECIFICALLY DISCLAIMS ALL WARRANTIES IN RESPECT TO THE SERVICES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. IN THE EVENT THAT A LYFT PASS BENEFIT IS NONFUNCTIONAL, AGENCY'S SOLE REMEDY, AND LYFT'S SOLE LIABILITY, SHALL BE THE REPLACEMENT OF SUCH LYFT PASS BENEFIT.

10. Ownership and Feedback. Lyft and its affiliates are and shall remain the owners of all right, title and interest in and to the Services, including any updates, enhancements and new versions thereof, and all related documentation and materials provided or available to Agency or any Rider in connection with this Agreement. Agency acknowledges and agrees that any questions, comments, suggestions, ideas, feedback or other information about the Services ("**Feedback**") provided by Agency to Lyft are optional, anonymized, and non-confidential and shall become the sole property of Lyft. Lyft grants Agency a nonexclusive, nontransferable limited license to retain, use or disclose such information only as necessary to comply with applicable law. Subject to the foregoing, Lyft shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and

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dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to Agency or any Rider.

11. Indemnification.

a. Indemnification by Agency. If permissible under applicable state law, Agency agrees to defend, indemnify and hold harmless Lyft and its directors, officers, employees and agents from and against any and all third party claims, actions, proceedings, judgments, , damages, losses, errors, omissions, penalties, forfeitures, costs, expenses and fees (including reasonable and documented attorneys' fees) arising out of or related to (i) Agency's breach of this Agreement; (ii) Agency's violation of any of its representations and/or warranties in Section 9(a); (iii) any allegation that Lyft's use of Agency's Marks or intellectual property as permitted herein infringes or misappropriates the intellectual property rights of a third party, including without limitation patent, copyright, trademark or other proprietary or intellectual property rights of such third party; and (iv) Agency's violation of any applicable law or regulation in connection with the performance of this Agreement. In the event Agency is precluded, by law or regulation, from indemnifying Lyft for any third party claims resulting from Agency's actions in this Section 11(a)(ii), Lyft may suspend the Services in accordance with Section 16(e) below. In the event Lyft is subject to third-party claims resulting from Agency's violation of privacy laws, including the notices and consents requirements in Section 5 of this Agreement, Lyft may terminate this Agreement upon ten (10) days prior written notice.

b. Indemnification by Lyft. Lyft agrees to defend, indemnify and hold harmless Agency, its elected and appointed officers, employees and agents from and against any and all claims, actions, proceedings, judgments, damages, losses, errors, omissions, penalties, forfeitures, costs, expenses, and fees (including reasonable attorney's fees) with respect to any third party claim arising out of or related to: (i) Lyft's breach of this Agreement; (ii) Lyft's violation of any of its representations and/or warranties in Section 9(a); (iii) any allegation that Agency's use of Lyft's Marks or intellectual property as permitted herein infringes or misappropriates the intellectual property rights of a third party, including without limitation patent, copyright, trademark or other proprietary or intellectual property rights of such third party; and (iv) Lyft's violation of applicable law or regulation in connection with the performance of this Agreement.

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

12. LIMITS OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CLAIM FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF GOODWILL, FOR LOSS OF BUSINESS PROFITS, OR DAMAGES FOR LOSS OF BUSINESS, OR LOSS OR INACCURACY OF DATA OF ANY KIND, OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. THE AGGREGATE AMOUNT OF ANY AND ALL LIABILITY OF ONE PARTY TO THE OTHER FOR ANY CLAIM(S) ARISING FROM OR RELATING TO THE AGREEMENT, SHALL BE LIMITED TO DIRECT PROVABLE DAMAGES AND SHALL NOT EXCEED, IN ANY EVENT, TWO HUNDRED THOUSAND FIFTY DOLLARS (\$250,000). THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO OUTSTANDING AMOUNTS OWED BY AGENCY FOR FEES INCURRED BY RIDERS, AND SHALL NOT LIMIT THE SCOPE OF LYFT'S COMMERCIAL AUTOMOBILE LIABILITY POLICY OR THE OTHER INSURANCE COVERAGES PROVIDED BY LYFT PURSUANT TO THIS AGREEMENT.

13. Insurance. During the term of this Agreement, Lyft shall maintain in force during the term, at Lyft's own expense, at minimum the following insurance coverages:

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a. Workers' Compensation Insurance in accordance with state statutory laws, including Employers' Liability with minimum limits of \$1,000,000 for each accident.

b. Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate. . The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, product and completed operations, personal, bodily, property and advertising injury, and contractual liability.

c. Commercial Automobile Liability Insurance with limits of minimum \$1,000,000 for each accident for third party bodily injury and property damage, including Uninsured/Underinsured motorist coverage with limits in accordance with local regulations. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile. This policy shall not apply to rides originating in New York City where Drivers are professionally licensed and carry insurance in amounts mandated by the Taxi and Limousine Commission ("TLC").

14. General Insurance Requirements.

Commercial Automobile Liability Insurance shall include coverage for all vehicles operated by drivers used in the performance of this Agreement. All policies maintained shall be written as primary policies, and shall include the Agency, its elected and appointed officers, employees and agents as additional insureds via blanket endorsement (except with respect to Workers Compensation), and any insurance maintained by Agency or its officers, employees or agents shall apply in excess of, and not contribute with Lyft's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the Agency, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. The fact that Lyft has obtained the insurance required hereunder shall in no manner lessen or otherwise affect such Lyft's other obligations or liabilities set forth in this Agreement.

All of said policies of insurance shall provide that said insurance may not be cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice. In the event any of said policies of insurance are cancelled, the Agency shall, prior to the cancellation date, submit new evidence of insurance in conformance to this section to the Agency.

No services under this Agreement shall commence until Lyft has provided the Agency with Certificates of Insurance, including additional insured endorsement forms evidencing the above insurance coverages and said Certificates of Insurance are approved by the Agency. Agency reserves the right to inspect copies of endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Agency.

All certificates shall include the Agency as additional insured via blanket endorsement (providing the appropriate endorsement).

The coverage shall contain no special limitations on the scope of protection afforded to the Agency and its respective elected and appointed officers, officials, employees or volunteers. Lyft's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. If Lyft carries higher limits of insurance for General Liability and/or Automobile Liability, either directly or by means of an excess or umbrella coverage, then the City shall be entitled to those higher limits.

15. Sufficiency of Insurer. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the Agency ("Risk Manager") due to unique circumstances.

16. Termination

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a. Termination Events. Except as otherwise provided in the Agreement, this Agreement may be terminated by either Party, by written notice to the other Party, in the event of a material breach by the other Party of any material term or condition of the Agreement that remains uncured for thirty (30) days after receipt of written notice thereof from the non-breaching Party. Termination by either Party for breach shall be in addition to any other remedies the non-breaching party may have for such breach. Either Party may terminate the Agreement immediately by written notice to the other party upon: (i) the other Party becoming insolvent; (ii) the other Party's initiation of any proceeding under Federal bankruptcy or state insolvency law regarding its own bankruptcy, reorganization, or insolvency; (iii) the initiation of any proceeding under Federal bankruptcy or state insolvency laws against the other Party that is not dismissed within sixty (60) days; (iv) the appointment of a receiver or a similar officer for the other Party or for a substantial part of the other Party's property; or (v) the other Party making an assignment for the benefit of creditors or otherwise being reorganized for the benefit of creditors.

b. Disputes: Default. In the event that Lyft is in ongoing default under the terms of this Agreement, the Agency may give notice to Lyft of the default and the reasons for the default. The notice shall include the timeframe in which Lyft may cure the default. This timeframe is presumptively a minimum of thirty (30) days, but may be extended as circumstances warrant, in Agency Administrator's discretion. Solely during the period of time that Lyft is in default, the Agency shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the Agency may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Lyft does not cure the default, the Agency may take necessary steps to terminate this Agreement under this Section.

c. Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Lyft shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

d. Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to recovery of its reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

e. Suspension. Lyft may also suspend the Agency Account immediately if: (i) Agency materially violates (or gives Lyft reason to believe Agency has materially violated) this Agreement; (ii) there is reason to believe the Agency's use of the Lyft Platform or Services is fraudulent or negatively impacting the operating capability of the Lyft Platform; (iii) Lyft determines, in its sole discretion, that providing the Lyft Platform and Services is prohibited by applicable law, or it has become impractical or unfeasible for any legal or regulatory reason to provide the Lyft Platform and Services; or (iv) Agency disputes any Fees (other than a dispute that is due to Lyft's default pursuant to Section 16(b) above) which remain unresolved in excess of sixty (60) days after providing Lyft notice of such dispute, unless such delay is due to Lyft's ongoing investigation. Suspension shall be for the minimum amount of time reasonably necessary to rectify the problem, and Lyft shall notify Agency of the anticipated timeframe of the suspension. No suspension shall interfere with the right of either Party to terminate this Agreement pursuant to any provision of this Section 16.

f. Survival. Any outstanding payment obligations and Sections 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 16 of this Agreement shall survive the expiration or termination of this Agreement.

17. General.

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a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California or the state in which the Agency resides without regard to its conflict of laws provisions.

b. Notice. Any and all notices permitted or required to be given hereunder shall be sent to the address first set forth above, or such other address as may be provided, and deemed duly given: (a) upon actual delivery, if delivery is by hand; or (b) by electronic mail. Additionally, for program specific issues the parties may agree for the provision of certain notices by email to the recipients indicated below. In the event a Party gives notice by electronic mail, such notice must be followed with a written copy of the notice to the receiving party's legal department.

Contacts.

For Lyft:

Department: Transit Partnerships Team

Email: transit@lyft.com

For Agency:

Name: Jason J. Jo, Transportation Supervisor

Email: jjo@carson.ca.us

c. Waiver, Modification. The failure of either Party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either Party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that Party's right to enforce such provisions or exercise such option. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the Agency of any services by Lyft shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Any modification or amendment to this Agreement shall be effective only if in writing and signed by both parties.

d. Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

e. Severability. In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement (and each of the remaining terms and conditions contained herein) shall remain in full force and effect.

f. Force Majeure. Any delay in or failure by either Party in performance of this Agreement shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected Party including, but not limited to, decrees or restraints of Government, acts of God, strikes, pandemic, work stoppage or other labor disturbances, war or sabotage (each being a "*Force Majeure Event*"). The affected Party will promptly notify the other Party upon becoming aware that any Force Majeure Event has occurred or is likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement.

g. No Assignment. This Agreement may not be transferred or assigned, in whole or in part, by a Party without the prior written consent of the other Party, provided that each Party may assign this Agreement to (a) an affiliate of such Party; or (b) in connection with the sale of all or substantially all of such Party's equity, business

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or assets. Any prohibited assignment or transfer shall be void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of each Party hereto and its respective successors and assigns.

h. Relationship of Parties. The parties shall be independent contractors in their performance under this Agreement, and nothing contained in this Agreement shall be deemed to constitute either Party as the employer, employee, agent or representative of the other Party, or both parties as joint venturers or partners for any purpose.

i. Non-liability of Agency Officers and Employees. No officer or employee of the Agency shall be personally liable to Lyft, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to Lyft or to its successor, or for breach of this Agreement.

j. Covenant Against Discrimination. To the extent required by applicable law, Lyft covenants that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement.

k. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

l. Representation of Non-Collusion. To the best of its knowledge and to the extent required by applicable law, no official, officer, or employee of Agency has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the Agency participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Lyft represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any Agency official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Lyft further represents that it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any Agency official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Lyft is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Lyft's Authorized Initials

DS
MR

m. Entire Agreement; Counterparts; Amendment. This Agreement and the exhibits attached hereto contain the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersede all prior and contemporary understandings and agreements, whether oral or written, relating such subject matter hereof. This Agreement may be executed in one or more counterparts and by exchange of signed counterparts transmitted by facsimile, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument. The Agreement may only be amended or modified through a writing signed by both Parties.

n. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) they are duly authorized to execute and deliver this Agreement on behalf of said party; and (ii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement.

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IN WITNESS WHEREOF, the Parties have executed this Agreement through their respective duly authorized representatives as of the Effective Date.

AGENCY

LYFT, INC.

CITY OF CARSON, a municipal corporation

Signed By:

DocuSigned by:

Mark Roberts

38C87365AE03421

Lula Davis-Holmes
~~Albert Roberts, Mayor~~ Lula Davis-Holmes

Date: January 5, 2021

Name: Mark Roberts

ATTEST:

Donesia Gause-Aldana, City Clerk

Date: January 5, 2021

APPROVED AS TO FORM

Sunny K. Soltani, City Attorney

[BRJ]

Date: 1/5/2021

Title: Head of Business Strategy

CONFIDENTIAL**EXHIBIT A****PROGRAM PARTNERSHIP FORM****Lyft:**

Lyft, Inc.
185 Berry St. Suite 5000
billing@lyft.com

Agency:

Address
Billing Contact
Billing Email

City of Carson
701 East Carson Street, Carson, CA 90745
Jason Jo
jjo@carson.ca.us

A. Program Product Features

Program Features		
Feature	Selected Features (<i>Insert an "X"</i>)	Payment Method
Lyft Business Profiles		Monthly Invoice
Lyft Pass	X	Monthly Invoice
Lyft Concierge	X	Monthly Invoice

Overview. The program will provide subsidized Rides for all participants 18 years of age or older who apply the coupon codes using Lyft to travel within the boundaries determined by the Agency ("**Eligible Participants**"). Eligible Participants will receive an Agency subsidiary described below on this Exhibit A, and in the Program Product Features Addendum.

B. Term.

This Partnership Program shall be valid until June 30, 2024 from the Partnership Program Form Effective Date (as defined below) (the "**Initial Term**") and may be renewed by the Agency, in its sole and absolute discretion, for two (2) additional one (1) year terms (each, a "**Renewal Term**"). The Initial Term and all Renewal Terms collectively shall be referred to herein as the "**Term**".

C. Fees and Payment. The total compensation for the Initial Term shall not exceed Two Hundred Ten Thousand Dollars (\$210,000) (the "**Contract Sum**"), and the annual compensation shall not exceed Sixty Thousand Dollars (\$60,000) per year.

D. Method of Compensation. The method of compensation shall be monthly invoices based upon the use of the Agency's Ride subsidies as specified in this Exhibit A, provided that the Contract Sum is not exceeded.

E. Partnership Program Form History (*Insert an "X" for the applicable option*)

This Partnership Program Form represents the sole ordering agreement between Lyft and Agency solely for the Agency specified above and voids, supersedes, and replaces all prior order forms, SOWs, and pricing agreements previously entered into between the parties for such Agency (the "**Primary Order Form**").

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- F. Invoicing Payment Terms.** Agency agrees pay all undisputed Fees within thirty (30) days of receipt of each correct monthly invoice. Within thirty (30) days of receipt of the applicable invoice, Agency must notify Lyft in writing if it disputes any portion of any Fees paid or payable by Agency to resolve the applicable dispute promptly. In the event any charges or expenses are disputed by Agency, the original invoice shall be returned by Agency to Lyft for correction and resubmission. Review and payment by Agency for any invoice provided by Lyft shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Invoices will be sent to Agency electronically via e-mail as a PDF on a monthly basis. All fees will be paid in United States dollars (USD). Except as otherwise provided in the Agreement, payment obligations are non-cancelable and undisputed Fees, once paid, are non-refundable. If Agency fails to pay an invoice when due and fails to cure such non-payment within 14 days of written notice thereof, then Lyft may assess and Agency will pay a late fee of the lesser of 1.5% per month or the maximum amount allowable by law.
- G. Manual Program Parameters.** When certain program parameters cannot be achieved by Administrator self-service via Lyft Pass, Agency may request manually set parameters from Lyft ("Manual Program Parameters"). Below are the Manual Program Parameters for codes and/or credits implemented under the Agreement. These Manual Program Parameters may be changed upon prior notice to Lyft.

☐ Location Limits	The Agency Codes/Credits will be for travel limited by a geofence as outlined and detailed in Attachment 1 ("Program Map Area") .
☐ Time Windows	Agency financed subsidies will only be applied to Rides 24 hours per day, 7 days per week
☐ Ride Type Restriction	*Lyft Standard or Lyft Shared (if permissible) *Subject to regulation or Lyft policies, Riders may be required to wear face masks during a Ride.
☐ Number of Rides	Each Monthly Code shall grant each Rider up to 30 subsidized rides per month.
☐ Subsidy Structure	Each ride that meets all the restrictions of the program will qualify to have a 50% discount applied to the Ride, up to a maximum Agency subsidy of \$10 per Ride. The discount/subsidy is subject to change by the Administrator at any time, provided the Contract Sum shall not be exceeded. All qualifying ride costs will be covered by the credit, subject to the foregoing limitations and the 30 subsidized rides per month maximum for each Rider. Any additional costs in excess of the foregoing limitations will be paid by the Rider.
☐ Eligibility	Open to Eligible Participants
☐ Number of Total Codes Available	On program start date, which shall be mutually agreed to by the parties in writing (email will suffice), 1,000 codes should be made available. The Agency can request that the total number of Codes be increased by sending an email to transit@lyft.com .
☐ Code Name	Will be determined in partnership with Lyft and a final code name decided over email by Lyft and the Agency Administrator. The final Code name will be provided via email from transit@lyft.com .
☐ Monthly Renewal	Each month, enrollees in the program who have entered the Code in their Lyft app, will receive a new monthly pass for the subsequent month, unless the Agency notifies Lyft to exclude specific current passengers from the ensuing month's enrollment

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	within seven (7) business days of the last day of the current month.
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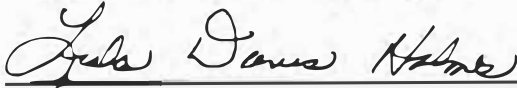
- H. **Agency Administrator.** Jason Jo, Transportation Supervisor, is hereby designated as Agency's Administrator, and will be Lyft's primary contact with Agency.
- I. **Data Reports.** Data reports shall be provided as set forth in the Data Reporting Addendum.
- J. **Service Complaints.** Any complaints and/or concerns received by Agency shall be forwarded to the Lyft for prompt action and resolution. Lyft will respond to all complaints/concerns within four (4) business days from the time it was forwarded. The Agency reserves the right to request that Lyft reinvestigate, resolve complaints and provide an update on the resolution.
- Should Lyft fail to provide reasonable accommodation and resolution to any complaints and/or concerns, the Agency shall have the option to call a joint meeting to discuss options.
- K. **Agreement:** The Fees will be applied to the Agency and its associated account(s). This Partnership Program Form and the Product Addendum attached hereto is hereby incorporated into and subject to the certain General Services Agreement, to which this form is attached, which is effective on or prior to the Partnership Program Effective Date (as defined below) (the "**Agreement**"). Capitalized terms used but not defined in this Partnership Program Form shall have the meanings ascribed to them in the Agreement. In the event of any direct conflict between the terms of this Partnership Program Form and the terms of the Agreement, then the terms of this Partnership Program Form shall control. The persons signing on behalf of the Parties represent that they have the full authority to execute and bind their respective Parties to this Partnership Program Form. Provided that both Parties execute this Partnership Program Form, this Partnership Program Form shall be effective on the date that it is countersigned below ("**Partnership Program Form Effective Date**").

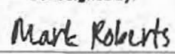
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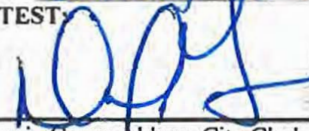
AGENCY
CITY OF CARSON, a municipal corporation

LYFT, INC.


Mark Roberts, Mayor

DocuSigned by:
By: 
38C87385A803421
Name: Mark Roberts

Date: January 5, 2021
ATTEST:

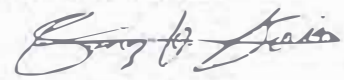

Donesia Gause-Aldana, City Clerk

Title: Head of Business Strategy

Date: January 5, 2021

Date: 1/5/2021

APPROVED AS TO FORM


Sunny K. Soltani, City Attorney
[BRJ]

CONFIDENTIAL**Program Product Feature Addendum to Partnership Program Form**

This Program Product Feature Addendum (“**Product Addendum**”) contains additional terms and conditions that govern Agency’s use of specific products or Services that may be selected on an applicable Partnership Program Form. Any capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement. In the event of any conflict between this Product Addendum and the Agreement, this Product Addendum shall control. **For avoidance of doubt, the terms and conditions for any product or Service, not selected on a Partnership Program Form, will not apply as to Agency.**

I. Dashboard and Administrators (As Applicable)**a. Definitions.**

- i. “**Administrator(s)**” means any agent authorized by Agency to serve as a Agency Account administrator.
- ii. “**Dashboard**” means an online portal owned or operated by Lyft which provides access to the Services in connection with the applicable Agency Account.

b. Using the Dashboard. In addition to accessing the Services, Agency may use the Dashboard to perform a variety of actions which may include requesting Rides via Concierge, and placing certain restrictions on Agency Riders activity in connection with the Services. Lyft reserves the right to add, remove, and update features and functionality of the Dashboard at any time and Lyft will not be responsible for any loss of data or any other damages associated with such changes.

c. Agency Administrator. Agency must designate at least one (1) authorized agent to serve as the Administrator and will train the Administrator to access and use the Services and will be Lyft’s primary contact with Agency. Agency agrees to (i) maintain all Dashboard login credentials in confidence; (ii) only permit the lead Administrator and Agency’s other authorized Administrators to access the Dashboard; and (iii) update all information of the lead Administrator and other authorized Administrators to ensure that it is current, accurate, and complete. Agency shall limit access to all data within the Agency Account and the Dashboard to only those Agency personnel who have a need to access such data for legitimate business purposes related to managing and administering the Services.

2. Lyft for Employee Business Travel (“LFB”) (As Applicable)**a. Definitions.**

- i. “**AutoPay**” means a central billing method which allows Charges to be submitted directly to Agency for payment via credit card.
- ii. “**Business Profile**” means an additional profile that a Rider can create within the Rider’s Lyft App by using the Rider’s organizational email address.
- iii. “**People Sync**” means the use of a secure file transfer protocol (SFTP) integration to programmatically add or remove employees from the LFB program under Agency Account via an employee roster file.

b. Lyft for Business. The Lyft for Business (“**LFB**”) program allows Agency to administer, track and view LFB transportation of Riders whom have created an additional Business Profile within the Rider’s individual Lyft App. Upon successful creation of a Business Profile, the Rider may take LFB Rides and associate such rides to Agency’s Account.

c. Payment. Agency may opt into AutoPay or invoicing for LFB Rides. In the alternative, Agency may elect to allow Agency Riders to pay Charges for Rides through the Agency Rider’s Business Profile

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associated with the Agency, in which case each Agency Rider will be responsible for payment of all Charges for their Rides and Lyft will charge the Agency Rider's designated credit card on file.

d. Announcement/Invitation Method. Agency may use one the following method to notify Agency's employees of the Lyft for Business program:

- i. Agency's Email System: Using Lyft-prepared templates Agency will send out i) an announcement email via Agency's own email system to employees announcing the LFB program, and informing them that they'll receive a follow up invitation email that will allow them to opt-in, and ii) an opt-in invitation email, inviting the employees to sign up for the LFB program, which contains a link to the opt-in webpage.
- ii. Lyft Dashboard: Using the Lyft Dashboard, Agency will upload a file containing a list of employee email addresses, which will allow Lyft, on Agency's behalf, to send auto-generated emails using Lyft-prepared email templates to a) announce the Lyft for Business program to employees, and b) invite employees to opt-in to the Lyft for Business program. Once the announcement and invitation emails are sent out, employees will receive additional email communications that i) remind employees that have not opted in to opt-in, and ii) highlight promotions and other benefits of the LFB program.
- iii. People Sync: Agency may opt into People Sync which allows Agency to automatically invite and remove employees from the Agency's account, through an employee roster file via SFTP integration. When an employee is added to the employee roster file, the employee will be automatically invited to join the LFB program under Agency's account; similarly, when an employee is removed from the employee roster file, the employee will be automatically removed from the Agency Account.

3. Concierge (As Applicable)

a. Definitions.

- i. "Lyft Concierge" means an online portal owned or operated by Lyft that enables Agency to request Rides for Agency Riders through the Dashboard.

b. Ride Request. To submit a Ride request through Lyft Concierge (a "**Request**"), an Administrator will be required to provide all relevant information for the Ride, including the Agency Rider's first and last name, pick-up and drop-off location, and telephone number. Lyft will transmit the Request via the Lyft Platform to available Drivers. In the event a Ride is scheduled for a future date and time, Lyft will submit the Request to Drivers within a reasonable time from the desired pick-up time. Lyft will use reasonable efforts to notify Agency of any updates related to the Request, including Driver acceptances, cancellations or the inability to find a match for the Ride. The Driver who accepted the Request may contact the Agency Rider via the calling or texting features within the Lyft App to provide updates on the Request or otherwise related to the Ride. Agency represents and warrants that it will not use Lyft Concierge to submit Requests for Riders who are less than eighteen (18) years of age.

b. Quoted Fare and Variable Fare. When using Lyft Concierge to submit a Request, Lyft will quote Agency a Ride charge at the time of the Ride Request (the "**Quoted Fare**"). The Quoted Fare is calculated based on time, distance, time of day, and other variables as determined by Lyft. The Quoted Fare is subject to change until the Ride Request is made. In the event the Quoted Fare is not available, Lyft will charge Agency and Agency will pay Fees based on a variable fare which consists of a base charge and incremental fees based on the duration and distance of the Ride (the "**Variable Fare**") along with other applicable fees, tolls, surcharges, Prime Time (time of high demand for Rides), and taxes as set forth on the applicable market's Lyft Cities page (www.lyft.com/cities). Additionally, if, during the Ride, Agency or the Agency Rider changes the destination, makes multiple stops, or attempts to abuse the Lyft Platform, Lyft may cancel the Quoted Fare quote and charge Agency a Variable Fare based on the time and distance of the Ride. Lyft does not guarantee that the Quoted Fare will be equal to the Variable Fare for the same Ride. All payments shall be made in accordance with Section D (Fees and Payment), in the partnership Program Form.

CONFIDENTIAL**4. Lyft Pass (As Applicable)****a. Definitions:**

- i. ***“Lyft Pass”*** means a self-service product within the Lyft Business Portal that allows an Administrator to issue Ride benefits made available for use on the Lyft Platform. Lyft Pass can be issued as a one-time or monthly recurring benefit in the form of ride credits.
- ii. ***“People Sync”*** means the use of a secure file transfer protocol (SFTP) integration to programmatically add or remove eligible participants from the list of Lyft Pass recipients under Customer’s Account via an approved roster file.
- iii. ***“Lyft Pass API”*** means an application programmable interface which allows Customer, through an integration with Customer’s application, the ability to create and set criteria for individualized programs for the purpose of issuing Lyft Pass benefits to program eligible participants.

b. **Method of Administration.** Administrators have the ability to (i) set a Lyft Pass as a one-time or recurring benefit; (ii) set an expiration date and value for each Lyft Pass benefit; and (iii) include time, geofencing, and ride type restrictions.

c. **Inviting Customer Riders to Lyft Pass.** To invite an individual to join a Lyft Pass Program, Customer must provide at least one of the following:

- i. Rider's business email
- ii. Rider's personal phone number
- iii. Lyft generated code or link

d. **Deposit and Use of Lyft Pass Program Benefits.** Upon adding Customer Rider to a Lyft Pass Program, a text message, email, and/or in-app communication informing the Rider that the Rider has been added to the specified Lyft Pass Program and the corresponding set of Lyft Pass has been deposited into the Rider’s Lyft account. Riders must (i) download and install the Lyft App on a compatible mobile device; (ii) create and maintain an active Lyft account, including agreeing to Lyft’s Terms of Service (<https://www.lyft.com/terms>), as may be updated from time to time; (iii) successfully receive Lyft Pass in the Rider’s Lyft App; and (iv) takes a Ride via the Lyft App which qualifies for Lyft Pass redemption under this Agreement. For Rides taken by Riders that exceed the amount of Lyft Pass benefit available, Lyft will charge Rider’s personal payment method on file. Customer acknowledges and agrees that (i) Customer is responsible for policing, managing, regulating, overseeing, and supervising the use of Company’s issued Lyft Pass benefits by Riders, prospective Riders, attendees, or any other individuals, and (ii) Customer shall be solely liable for all use (including unauthorized use) of Lyft Pass program benefits.

e. **Payment.** Lyft will invoice or charge Customer for the full dollar amount of Lyft Pass benefit used by its Riders in accordance with the Agreement or an applicable Order Form.

CONFIDENTIAL**LYFT, INC.****DATA REPORTING ADDENDUM**

Lyft will submit a monthly report with the reporting parameters set forth below to the City no later than the 15th of the following month. The reports will be marked and should be treated as Confidential Information pursuant Section 7 of the Agreement.

1. Data Fields

- (a) Anonymized ID of Agency Rider
- (b) Trip Transaction ID
- (c) Trip Date (month, year)
- (d) Trip Day (Monday-Sunday)
- (e) Trip pick up time (See Definition of Trip Time Periods below)
- (f) Trip Pick up location (Census Block Group)
- (g) Trip drop off location (Census Block Group)
- (h) Trip Distance Traveled
- (i) Trip Duration
- (j) Total Trip Cost

Trip Time Periods. Below is the definition of time periods included in the monthly data reports.

Trip Time Periods	
EARLY AM	12 AM - 3 AM
MID AM	3 AM - 6 AM
PEAK AM	6 AM - 9 AM
LATE AM	9 AM - 12 PM
EARLY PM	12 PM - 3 PM
MID PM	3 PM - 6 PM
PEAK PM	6 PM - 9 PM