



LYFT, INC.

UNIVERSITY GENERAL SERVICES AGREEMENT

This General Services Agreement together with any Lyft order form(s) in effect from time to time during the Term (each, an “**Order Form**”) (collectively, the “**Agreement**”) dated as of April 21, 2022, sets forth University’s use of the Services (as defined in Section 1 below) (“**Effective Date**”) by and between Lyft, Inc., a Delaware corporation, located at 185 Berry Street, Suite 5000, San Francisco, CA 94107 (“**Lyft**”) and The Rector and Visitors of the University Of Virginia, a Public university, located at 1001 Emmet St N, Charlottesville, Virginia 22903-4833, United States (“**University**”). This Agreement consists of the following Terms and Conditions, any Order Forms (the form of which is attached hereto as Exhibit A), and any other attachments, exhibits or appendices hereto. Both Lyft and University may be referred to herein as “**Party**” or the “**Parties**.”

WHEREAS, Lyft operates a multimodal, transportation-as-a-service ridesharing platform (“**Lyft Platform**”) and mobile application (the “**Lyft App**”) which allows authorized users (“**Rider(s)**” or “University Rider(s)”) the opportunity to request a ride from one location to another (each, a “**Ride Request**”). Independent contractors as authorized users on the Lyft Platform (each, a “**Driver**”), using their personal owned or leased vehicles may accept Ride Requests from Riders in order to provide such Riders with transportation services. For avoidance of doubt, Drivers are not employees, agents or representatives of Lyft. Once the Rider enters the Driver’s personal vehicle, a ride has commenced and lasts until the Rider exits the Driver’s personal vehicle (each, a “**Ride**”). For avoidance of doubt, Lyft does not provide Rides; rather, Lyft enables the matching of Drivers and Riders through the Lyft Platform. The Rides that a Rider or University Administrator may request occur through the Lyft Platform or the Lyft App.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the mutual benefits to be derived therefrom, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. The Services.

a. Lyft Services. Lyft provides University certain enterprise transportation-related solutions, products, and services (as further defined below, “**Services**”) to administer, track and manage its transportation spend for its Riders. University desires to utilize the Services, and Lyft and University 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 University under this Agreement, which may include but are not limited to, Lyft Pass, the Lyft Dashboard, or any separately requested software or online access provided to University, training, support, programs, products, features, functions and report formats, and subsequent updates or upgrades of any of the foregoing made generally available by Lyft.

b. Provision of Services. Lyft will make the Services available to University in accordance with this Agreement. Subject to the terms and conditions of this Agreement, Lyft grants University a non-exclusive,

non-transferrable, revocable, limited license to use the Lyft Platform and Services during the Term and in strict compliance with this Agreement and applicable law. Lyft reserves all rights not expressly granted to University under this Agreement. Riders may use the Lyft Platform to request and take Rides through the Lyft App by downloading the Lyft App, creating a personal Lyft account, and accepting the Lyft Terms of Service (<https://www.lyft.com/terms>) and Privacy Policy (<https://www.lyft.com/privacy>). Except as set forth in Section 3f (Data), the Terms of Service and Privacy Policy shall not apply to the University. University acknowledges and agrees that all University Riders must be at least eighteen (18) years old or older to receive any of the Services pursuant to this Agreement. University does not intend to use the Services for Riders to receive healthcare services.

c. University Account. To access the Services, University must have a University account (“**University Account**”) and provide true, accurate, current, and complete information as requested during the account creation process. University must also keep that information true, accurate, current, and complete throughout the Term. To the extent permitted by Virginia law, University is solely responsible for all use of the Services under the University Account, and for all acts and omissions of anyone that the University knows has access to such University Account, as well as for all Charges (as defined in Section 2 below) generated under such University Account. Nothing herein will be construed as a waiver of the sovereign immunity of the University or the Commonwealth of Virginia. In the event that an individual accesses the University Account without the University’s knowledge and incurs Charges, the parties will discuss in good faith the resolution of such Charges. University 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 University Account. Lyft will not be liable for any loss or damage arising from unauthorized or fraudulent use of the University Account, except to the extent caused by Lyft’s negligence, recklessness, or willful misconduct.

d. Restrictions. University shall not, and shall not authorize others to knowingly (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, repackage, 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 or in any applicable API terms made available by Lyft; (v) use incorrect or outdated University 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.

2. **Charges and Payment.**

a. Payment Obligations. Subject to the products and/or Services and payment terms selected on an applicable Order Form, University or University Rider will be liable for all fees incurred through its use of the Lyft Platform, including Ride fares, service fees, tolls, surcharges, Prime Time fees, Taxes (if applicable), and any fees set forth in the Order Form (collectively “**Charges**”).

b. Cancellations, No-Show Fees, and Other Fees. Unless otherwise specified in this Agreement, for Rides using Lyft Pass, University Rider shall incur any damage fees or other fees incurred on such Ride.

c. Invoicing. Subject to the products and/or Services and payment terms selected on an applicable Order Form, Lyft may invoice University for all applicable Charges on a monthly basis. All invoices shall be paid, without offset or deductions, within forty-five (45) days of the date of invoice. Subject to Disputes of Charges below, if University is overdue on any payment and fails to cure such non-payment within fifteen (15)

business days of written notice of the non-payment, then Lyft may suspend the Services associated with University's account until such non-payment is corrected or the dispute otherwise resolved.

d. Taxes. University shall be responsible for the payment of any applicable sales or use taxes or any value added or similar taxes payable, arising out of or in connection with this Agreement (collectively, “**Taxes**”), other than taxes based upon Lyft's income. In the event that Lyft pays any applicable Taxes on behalf of University, Lyft shall invoice University for such taxes and University agrees to pay such taxes in accordance with this Agreement. University will provide Lyft with documentation reflecting its tax-exempt status.

e. Disputes of Charges. Within forty-five (45) days of the date of the applicable charge or invoice, University will notify Lyft in writing if it disputes any portion of any Charges paid or payable by University under this Agreement and provide documentation that supports its position. Lyft will work with University to resolve the applicable dispute promptly. Lyft reserves the right to suspend University's Lyft Account in the event University unreasonably disputes the Charges until such dispute is resolved.

f. Suspension. If University fails to pay any undisputed amounts due under this Section, Lyft may suspend or limit University's access to the Lyft Platform for such University Account until such non-payment is corrected with fifteen (15) business days prior written notice to University. Lyft will have no liability for any damage, losses (including any loss of data or profits) or any other consequences that University may incur in connection with any suspension of the Lyft Platform and Services pursuant to this Section unless due to Lyft's gross negligence, intentional misconduct.

3. Proprietary Rights.

a. Ownership. Lyft and its affiliates are and shall remain the owners of all right, title and interest in and to the Lyft Platform and Services, including updates, enhancements and new versions thereof, all data related to the use of the Lyft Platform and Services, and all related documentation and materials provided or available to University or any University Rider in connection with this Agreement.

b. Feedback. University acknowledges and agrees that any questions, comments, suggestions, ideas, feedback or other information about Lyft, the Lyft Platform or Services (“**Feedback**”) provided by University or any University Rider to Lyft are optional, anonymized, aggregated, non-confidential and shall become the sole property of Lyft. Lyft shall have exclusive rights to Feedback, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without notice, acknowledgment or compensation to University or any University Rider, provided such Feedback does not identify University.

c. License. Lyft hereby grants University a non-exclusive, non-transferrable, revocable, limited license to use the Lyft Platform and Services for the Term and in strict compliance with this Agreement and applicable law. Lyft reserves all rights not expressly granted to University under this Agreement.

d. License to Use Lyft Marks. Lyft hereby grants to University 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 University's obligations in this Agreement. University'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. University hereby covenants and agrees that the Lyft Marks shall remain the sole and exclusive property of Lyft and that University 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. University's use of Lyft Marks must conform to Lyft's usage guidelines and instructions as Lyft may provide or update from time to time which may be requested from : <https://help.lyft.com/hc/e/articles/115012926707-Use-of-the-Lyft-Logo-and-Brand> and in no event shall the color, style, appearance, or relative dimensions of the Lyft Marks be altered or changed in any way).

e. License to Use University Marks. In accordance with Exhibit B, University may grant to Lyft a revocable, time-limited, royalty-free, non-exclusive, non-transferable, non-sublicensable right and license to use those trade names, trademarks, and service marks (collectively referred to as the “**University Marks**”) set forth on Exhibit C during the Term, solely in furtherance of Lyft’s obligations in this Agreement. Lyft’s use of any of the University Marks shall be subject to University’s prior written approval in each instance. University 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 University Marks shall remain the sole and exclusive property of University and that Lyft shall not hold itself out as having any ownership rights with respect thereto. Any and all goodwill associated with the University Marks shall inure directly to the benefit of University. Lyft’s use of University Marks must conform to University’s usage guidelines and instructions available at <https://brand.virginia.edu/brand-essentials/introduction>, as University may update from time to time (and in no event shall the color, style, appearance, or relative dimensions of the University Marks be altered or changed in any way).

f. Data. All information related to University, University 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 Dashboard and the University Account, shall be governed by the terms of Lyft’s Privacy Policy as attached at Exhibit __, and Lyft shall have the right to use such data as set forth therein. 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 University or University Riders. 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 unless due to Lyft’s negligence, recklessness, or intentional misconduct.

g. Data Security. Lyft agrees to perform its obligations under this Agreement in compliance with industry and security standards and norms (i.e. CIS Critical Security Controls, NIST 800-53 rev4, ISO 27002-2013, etc.) and with the security controls listed herein, and provide evidence of such compliance by disclosure of a SOC 2 Type II report annually subject to confidentiality restrictions. Lyft shall be responsible for any breach of such obligations by its employees, agents or contractors.

- i. Safe and secure methods of data and/or material storage, transport and disposal;
- ii. Secure configurations for hardware and software on Lyft’s mobile devices, laptops, workstations, servers, and network infrastructure where Data and/or University Confidential Information is stored, processed or transmitted, including but not limited to the following: malware defenses; controlled and auditable use of administrative privileges; controlled and auditable access to data based on role or need to know; use of only Lyft approved and licensed software; full disk encryption for laptops and mobile devices; timely patching of known security vulnerabilities within operating systems or software applications; ongoing vulnerability assessments and remediation of findings;
- iii. Secure method of user authentication which includes strong encryption of user passwords at rest or in transit;
- iv. Boundary protection of Lyft’s information technology infrastructure, minimally to include firewalls or access lists, and actively monitored intrusion detection/prevention systems;
- v. Continuously operating vulnerability detection and remediation program;
- vi. Storage and processing of Data and/or University Confidential Information within the United States, except Lyft employees outside the United States may access Data as strictly necessary for the performance of the Services;
- vii. Modern, industry standard, encryption utilized within Lyft’s wireless networks;
- viii. Maintain backups of all Data and/or University Confidential Information in encrypted form;
- ix. Annual written evidence by means of a SOC 2 Type II report, e.g. executive summaries, of information security audits conducted by third party auditors against industry and security standards or against Lyft’s internal policies and standards;
- x. Confidentiality training and practices for staff with access to Data and/or University

Confidential Information;

- xi. Identification of a chief privacy officer or information security officer responsible for maintaining currency in privacy law and technology security issues;
- xii. Evidence of a documented Incident Response Plan as set forth in Lyft's SOC 2 Type II report that addresses scope, roles, responsibilities, processes and procedures for handling a breach or compromise leading to exposure of Data and/or University Confidential Information;
- xiii. Use of approved VPN or other controlled encryption method for remote access to Data and/or University Confidential Information, systems and/or networks.

Lyft shall report to University, with all relevant details, unauthorized access to, disclosure of, use of, or damage to Data or Confidential Information (a "Security Breach"). Lyft shall make such report within 72 hours after learning of the Security Breach. In the event of a Security Breach, Lyft shall (a) cooperate with University to identify the cause of the breach and to identify any affected Data or Confidential Information; (b) assist and cooperate with University in investigating and preventing the recurrence of the Security Breach; (c) assist and cooperate with University in any litigation or investigation against third parties that University undertakes to protect the security and integrity of the Data or Confidential Information; and (d) use best efforts to mitigate any harmful effect of the Security Breach. Subject to the limitations set forth in Section 10, Lyft will be liable for costs incurred in connection with a Security Breach as follows: (i) any investigation or remediation measures, (ii) notification costs, and (iii) third party credit monitoring and other data breach protection services.

h. FERPA. To the extent that the University shares with Lyft contact or other information about students for purpose of providing the Services, Lyft is deemed to be a "school official" as the term is defined by the Family Educational Rights and Privacy Act ("FERPA") and University policy. Lyft shall limit its employees, agents, and contractors' access to this information and any Educational Records (as defined by FERPA) of University students to those persons for whom access is essential to the performance of the Services. As applicable, Lyft shall, at all times and in all respects, comply with the terms of FERPA.

4. Confidentiality.

a. Definition. "**Confidential Information**" is any information, technical data, or know-how furnished by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), whether written, electronic, oral or other form that: (i) is marked, accompanied or supported by documents clearly designating the information as "confidential" or "proprietary;" (ii) is identified by the Disclosing Party as confidential before, during or promptly after the presentation or communication; or (iii) should reasonably be known by Receiving Party to be confidential.

b. Exceptions. This Agreement imposes no obligation upon a Receiving Party with respect to information designated as confidential (i) which was previously known to Receiving Party without an obligation of confidentiality; (ii) 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; (iii) which is or becomes publicly available through no fault of Receiving Party; (iv) which Disclosing Party gave written permission to Receiving Party for disclosure, but only with respect to such permitted disclosure; or (v) independently developed without use of the other party's Confidential Information.

c. Protection of Confidential Information. Except as otherwise required by applicable law, each Receiving Party agrees that (i) it will use the Confidential Information of the Disclosing Party solely for the purpose of this Agreement and (ii) 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.

d. Compelled Disclosure. 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, if legally permissible, and shall make reasonable efforts to limit disclosure pursuant to any available basis it deems appropriate under applicable law. If the Receiving Party determines that it must disclose such information, then the Receiving Party will provide written notice to Disclosing Party a minimum of ten (10) business days prior to the proposed disclosure, if legally permissible, 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 redact personal or business confidential information from such records to the extent consistent with applicable law and the final judgment. The foregoing notice requirements shall not apply to a valid request received by the University pursuant to the Virginia Freedom of Information Act (VFOIA), which is addressed below. 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. The inadvertent production of any "Confidential Information" by any Party shall not constitute a waiver of any rights. In the event that any Confidential Information is inadvertently disclosed, the Disclosing Party shall give written notice of such inadvertent production promptly upon the discovery of the inadvertent production. Upon receipt of such notice, the Receiving Party shall promptly destroy the inadvertently disclosed Confidential Information and all copies thereof, or, at the expense of the Disclosing Party, return such together with all copies. Should the Receiving Party choose to destroy such inadvertently produced Confidential Information, the Receiving Party shall notify the Disclosing Party in writing of such destruction within ten (10) days of receipt of written notice of the inadvertent production. In the event that this provision conflicts with any applicable law regarding waiver of confidentiality through the inadvertent disclosure of Confidential Information, such law shall govern.

e. Virginia Freedom of Information Act. All writings or other recordings of information (Records) submitted by Lyft to the University may be open to the inspection of any eligible person, in accordance with VFOIA. Data or other material in Records that Lyft has designated as trade secrets or proprietary information shall not be subject to disclosure under VFOIA, provided that Lyft shall (i) invoke the protection of Virginia Code Section 2.2-4342(F) prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. University will make its best efforts to notify Lyft of any VFOIA request that University interprets to require disclosure of Lyft's Confidential Information.

5. **Notice and Consents.**

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

b. Text Messaging or Calls. If University elects to use Lyft Pass and, to the extent University provides Lyft with any phone numbers of Riders in conjunction with Lyft providing the Services, University will have obtained 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 University 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 University (whether a University Rider or otherwise) including via SMS message or voice call, in relation to a Ride taken by a University Rider, and/or University's use of the Lyft Platform Services. University acknowledges and agrees that by providing an individual's phone number via the Lyft Platform, such individual shall receive automated communications, including but not limited to SMS messages or phone calls providing details related to a Ride. University 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 University through the Lyft Platform Services.

c. Emails. If University elects to use Lyft Pass and provides Lyft with the email addresses of Riders who will receive Lyft Pass benefits, University will first obtain 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 Riders in relation to a Ride taken by a University Rider, and/or University's use of the Lyft Platform services.

d. Data Usage. University consents on behalf of itself and each Rider to allow Lyft to use any Rider information provided by University 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; (iii) as applicable and solely for the provision of the applicable Lyft service, 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.

6. **No Publicity**. Except as may be expressly set forth in Exhibit B (Marketing Opportunities), neither Party may issue a press release, post information online (including web sites, social media channels or blogs) or otherwise publicly refer to the other Party in any manner with respect to this Agreement, the activities and services herein, the marketing opportunities or otherwise, without the prior written consent of such other Party.

7. **Representations and Warranties.**

a. Mutual Representations and Warranties. Each party hereby represents and warrants that: (i) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (ii) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (iii) it has not entered into, and during the Term will not knowingly enter into, any agreement that would prevent it from complying with this Agreement.

b. University Representations and Warranties. As applicable, University represents and warrants that (i) it will, to the best of its knowledge, provide Lyft with current and accurate Rider information; (ii) it will not provide Lyft with phone numbers of Riders unless it has first obtained 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 University and/or Lyft to use an automatic telephone dialing system to call, text or otherwise contact the Rider associated with the phone number provided by University, including via SMS message or voice call, in relation to a Ride taken by a Rider, and/or University's use of the Services; and (iii) prior to providing Lyft with email addresses of Riders, it will obtain 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 University Riders solely in conjunction with providing the Services.

8. **Disclaimer**. EXCEPT AS EXPRESSLY SET FORTH ABOVE AND TO THE FULLEST EXTENT PERMITTED BY LAW, LYFT SPECIFICALLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE LYFT PLATFORM AND 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, ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, AND ALL WARRANTIES RELATED TO THIRD-PARTY EQUIPMENT, MATERIALS, SERVICES OR SOFTWARE. LYFT PROVIDES THE LYFT PLATFORM AND SERVICES "AS IS". LYFT DOES NOT WARRANT THAT THE LYFT PLATFORM AND SERVICES WILL MEET

UNIVERSITY REQUIREMENTS OR THAT THE OPERATION OF THE LYFT PLATFORM AND SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. LYFT DOES NOT GUARANTEE THE AVAILABILITY OF DRIVERS OR WARRANT THAT ANY PARTICULAR RIDE REQUEST WILL BE ACCEPTED OR FULFILLED. TO THE EXTENT THIS DISCLAIMER CONFLICTS WITH APPLICABLE LAW, THE SCOPE AND DURATION OF ANY APPLICABLE WARRANTY WILL BE THE MINIMUM PERMITTED UNDER THAT LAW. LYFT IS NOT PERFORMING TRANSPORTATION SERVICES FOR THE GENERAL PUBLIC UNDER THIS AGREEMENT, AND THEREFORE THIS AGREEMENT IS NOT SUBJECT TO 49 C.F.R. §37.23.

9. Indemnification.

a. University Responsibility. To the extent permitted by the laws of the Commonwealth of Virginia, the University will be responsible for the acts or omissions of its agents and employees causing harm to persons not a party to this agreement. Nothing herein will be construed as a waiver of the sovereign immunity of the Commonwealth of Virginia.

b. Indemnification by Lyft.

ii. Infringement Indemnity. Lyft will indemnify, hold harmless, and defend University and its directors, officers, employees, and agents (collectively, the “**University Indemnified Parties**”) from and against all third party demands, actions, suits, discovery demands, including, without limitation, third party subpoenas, government investigations or enforcement actions, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney’s fees and costs) related thereto, from a third party (collectively, “**Claim(s)**”) alleging that the use of the Services as permitted hereunder infringes or misappropriates a third party copyright, trade secret, trademark or patent.

iii. Infringement Options. If the use of the Services by University has become, or in Lyft’s opinion is likely to become, the subject of any claim of infringement, Lyft may at its option and expense: (a) procure for University the right to continue using the Lyft Platform and/or Services as set forth herein; (b) modify the Lyft Platform and/or Services to make it non-infringing; or (c) if the foregoing options are not reasonably practicable, terminate this Agreement and refund University any unused prepaid Charges. This Section 9(b) (Indemnification by Lyft) states University’s exclusive remedy, for any claim by a third party alleging that the use of the Lyft Platform and/or Services as permitted hereunder infringes or misappropriates a third-party copyright, trade secret, trademark or patent.

iv. Limitations. Lyft will have no liability or obligation with respect to any Claim arising out of: (a) use of the Lyft Platform or Services by University not in accordance with this Agreement; or (b) the combination, operation, or use of the Lyft Platform or Services with other applications, portions of applications, products, or services where the Lyft Platform or Services would not by itself be infringing.

c. Indemnification Procedure. The University shall notify Lyft promptly in writing of any claim as to which indemnification will be sought. Before Lyft can assume the defense of any claim, the Attorney General’s Office of the Commonwealth of Virginia must determine whether to (a) defend the claim itself or (b) approve Lyft’s defense counsel and not directly defend the claim. In the event that the Attorney General decides to directly defend a claim that is subject to indemnification by Lyft, Lyft shall not be responsible for the cost of defense and must consent to any settlement made by the Attorney General (which consent will not be unreasonably withheld or delayed) or it will not be responsible for the cost of settlement. If the Attorney General authorizes Lyft’s counsel to defend the claim, the University shall reasonably cooperate with Lyft in the defense of any such suit or proceeding, and Lyft agrees that it shall not enter into any settlement without the prior written consent of the Office of the Attorney General of the Commonwealth of Virginia. Failure by the University to promptly notify Lyft as required by this subsection (c) shall not invalidate the claim for indemnification, unless such failure has a material adverse effect on the settlement, defense, or compromise of the matter that is the subject of the claim for indemnification.

10. **LIMITS OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR EITHER PARTY'S BREACH OF CONFIDENTIALITY AND EXCEPT, AS APPLICABLE, SET FORTH IN EXHIBIT A, 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. EXCEPT FOR EITHER PARTY'S BREACH OF CONFIDENTIALITY, 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, FIVE HUNDRED THOUSAND DOLLARS (\$500,000). THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO OUTSTANDING AMOUNTS OWED BY UNIVERSITY FOR CHARGES INCURRED BY RIDERS, NOR SHALL IT LIMIT THE SCOPE OF LYFT'S COMMERCIAL AUTOMOBILE LIABILITY POLICY. NO LIMITATIONS SHALL APPLY TO ANY LIABILITY AS A RESULT OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

11. **Insurance.** Lyft shall maintain in force during the Term, at Lyft's own expense, at least the following insurance coverages:

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

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

b. Commercial Automobile Liability Insurance with limits of \$1,000,000 for each accident for third party bodily injury, including passengers, and property damage, including Uninsured/Underinsured motorist coverage with limits in accordance with local regulations. 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").

c. All policies maintained shall be written as primary policies, not contributing with and not supplemental to coverage University may carry and will contain a waiver of subrogation in favor of University and its insurance carrier(s) with respect to all obligations assumed by Lyft under this agreement. 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.

12. **Term, Termination and Suspension.**

a. Term. This Agreement shall commence on the Effective Date and shall remain in effect for three (3) years unless otherwise terminated as set forth herein (the "**Term**"). Notwithstanding the foregoing, if there are any Order Forms in effect, then this Agreement will not terminate until all such Order Forms have expired or been terminated in accordance with the terms therein.

a. Termination. Either Party may terminate this agreement upon 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. If

Lyft terminates the Agreement because of University's material breach, then Lyft may also suspend and/or terminate University's Lyft account.

c. **Suspension.** Lyft may suspend University's access to the Lyft Platform immediately if: (i) University violates (or Lyft reasonably believes University has violated) the Agreement; (ii) Lyft reasonably believes the University's use of the Lyft Platform or Services is fraudulent or intentionally impacting the operating capacity of the Lyft Platform in a manner that is causing system wide disruption for other universities (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; (iv) University disputes any Charges, pursuant to Section 2(e) hereof that remain unresolved after good faith efforts, provided any delay is not due to Lyft's investigation; (v) there is a pending resolution of a legal dispute between the Parties; (vi) subject to applicable law, University undergoes liquidation, commencement of dissolution proceedings, disposal of its assets or change of control, a failure to continue business, assignment for the benefit of creditors, or if University becomes the subject of bankruptcy or similar proceeding. Lyft will have no liability for any damages, liabilities, losses (including any loss of data or profits) or any other consequences that University may incur in connection with any suspension pursuant to this Section unless due to Lyft's gross negligence or intentional misconduct.

d. **Survival.** Upon termination or expiration of this Agreement, any Section intended to survive, including but not limited to University's payment obligations, the terms of this Section and the terms of the following Sections, will survive: Section 1 (Services), Section 3 (Proprietary Rights), Section 4 (Confidentiality), Section 5 (Notices and Consents), Section 9 (Indemnification), Section 10 (Limitations of Liability), and Section 13 (General).

13. **General.**

a. **Governing Law; Waiver Trial by Jury** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia Each party hereby irrevocably waives its rights to trial by jury in any action or proceeding arising out of this Agreement or the transactions relating to its subject matter .

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, the Parties may agree in Exhibit A for the provision of certain notices by email to the recipients indicated in Exhibit A. 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.

c. **Waiver, Modification.** The failure of either Party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either Party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that Party's right to enforce such provisions or exercise such option. Any modification or amendment to this Agreement shall be effective only if in writing and signed by both Parties.

d. **Severability.** In the event any provision of this Agreement is determined to be invalid or unenforceable by 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.

e. **Force Majeure.** Any delay in or failure by either Party in performance of this Agreement shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected Party including, but not limited to, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a "**Force Majeure Event**"). The affected Party will promptly notify the other Party upon becoming aware that any Force Majeure 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.

f. No Assignment. This Agreement may not be assigned, in whole or in part, by a Party without the prior written consent of the other Party, provided that each Party may assign this agreement to (a) an affiliate of such Party; or (b) in connection with the sale of all or substantially all of such Party's equity, business or assets. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of each Party hereto and its respective successors and assigns.

g. 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 partnerships for any purpose.

h. Entire Agreement; 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.

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

LYFT, INC.

DocuSigned by:
Tyla Flexman
1F3C3F9BEF11480...

By: _____
Printed Name: Tyla Flexman
Title: Head of City Partnerships
Date: 4/19/2022

THE RECTOR AND VISITORS OF THE
UNIVERSITY OF VIRGINIA

Alita Salley
B463FD2F8E67476...

By: _____
Printed Name: Alita Salley
Title: Director, Strategic Sourcing
Date: 4/22/2022

Tracking#UVA-VSA-1495



EXHIBIT A**LYFT, INC.****UNIVERSITY PROGRAM ORDER FORM**

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

University School/Department: The University of Virginia
Postal Address for Billing: 1001 Emmet St N, Charlottesville, Virginia 22903-4833, United States
Contact Name for Billing: Kevin Crabtree
Email Address for Billing: kc5yc@virginia.edu

Product Schedule			
Product	Services Fee	Services Fee Type	Payment Method
Business Profiles	0	N/A	On Demand
Auto Pay	0	N/A	Accrued Offline
Lyft Pass	0	Waived	Accrued Offline

Product Description: Descriptions of the Lyft Business suite of products are available at <https://go.lyftbusiness.com/product-descriptions>.

Term: This University program order form (the “**Order Form**”) shall be valid for 36 Months from the Order Form Effective Date (as defined below) (the “**Term**”). Notwithstanding the foregoing, after the Initial Term, University may terminate this Order Form for convenience upon thirty (30) days prior written notice.

University Administrator: University will designate at least one (1) authorized personnel of University to serve as University’s administrator (each, an “Administrator”) and the Administrator will be required to create Dashboard login credentials to access and use the Dashboard. To the extent permitted by Virginia law, University is responsible for all activity occurring under University’s Dashboard login credentials, except to the extent caused by Lyft’s breach of this Agreement, or its negligence, recklessness, or willful misconduct. University will contact Lyft upon known or suspected unauthorized use under University’s Dashboard or if Dashboard login credentials information is lost or stolen.

Credit Card Payment Terms: If University elects autopay invoiced fees with credit card payment, University shall make all payments in accordance with credit card payment terms set forth in the Agreement (defined below). University agrees to pay the fees due in connection with the Lyft Platform and the Services via credit card. University is responsible for either (i) enabling auto-recharge on University's account or (ii) ensuring that University's account has a sufficient positive balance to cover the fees due. If, for any reason, University’s account balance drops below \$0, Lyft reserves the right to suspend for failure to pay as outlined in the Agreement .

Marketing Opportunities: Lyft agrees to provide University with marketing materials for the Programs as outlined in Exhibit B (Marketing Opportunities) to the Agreement.

Contacts:

For Lyft:

Name: Logan McLeod
Address: 185 Berry Street, Suite 5000, San Francisco, CA 94017
Phone: (561) 846-2236
Email: lmcleod@lyft.com

For University:

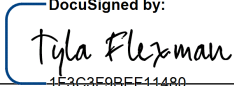
Procurement and Supplier Diversity Services
University of Virginia
P.O. Box 400202
Charlottesville, Virginia 22904-4202
Phone: 434-924-4019
Fax: 434-982-2690

Agreement:

The Products and any additional fees will be applied to the University set forth above and its associated account(s). This Order Form and the Product Addendum attached hereto is hereby incorporated into and subject to that certain University General Services Agreement or other similarly purposed written agreement between Lyft and University, effective on or prior to the Order Form Effective Date (as defined below) (the "***Agreement***"). Capitalized terms used but not defined in this Order Form shall have the meanings provided to them in the Agreement. In the event of any direct conflict between the terms of this Order Form and the terms of the Agreement, then the terms of the Agreement shall control. The person signing on behalf of University represents that it has the full authority to execute and bind University to this Order Form. In the event the Parties execute this Order Form, after the Agreement Effective Date, this Order Form shall be effective on the date that it is countersigned below ("**Order Form Effective Date**").

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LYFT, INC.

By: 
1F3C3F9BEF44400...

Printed Name: Tyla Flexman

Title: Head of City Partnerships

Date: 4/19/2022

THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA

By: 
B163FD2F8E67476...

Printed Name: Alita Salley

Title: Director, Strategic Sourcing

Date: 4/22/2022

EXHIBIT B

MARKETING OPPORTUNITIES

The parties hereby agree that the University may share the Lyft - The University of Virginia Ride Smart program (the “**Program**”) with eligible faculty and staff as follows:

Logo Grant & University Designation

- Lyft shall provide the University with the right to use the Lyft Marks on any materials used to share the University partnership and the availability of Lyft’s transportation services at the University.
- Lyft shall provide University with templates and to enable University to share the Program on University owned, operated and/or controlled digital channels (e.g., social media, University website, University blog, etc.), with frequency, timing and messaging to be mutually agreed upon by the parties.

Program Launch

- Lyft and University agree to jointly coordinate and develop any outreach to communicate the launch of the Program.
- Lyft agrees to provide template emails and informational materials pre-customized for University programs.
- University will have access to Lyft Program templates and/or Lyft marks to announce the Program launch through its social media channels including Facebook, Twitter, and Instagram, with messaging to be mutually agreed by the parties.

Ongoing Promotion

-
- University will have access to Lyft messaging templates and/or Lyft Marks to use on University website landing pages (i.e., Transportation Services, etc.).
- University may grant Lyft the rights and access to develop a case study that captures the impact of the Program(s) at University.

Marketing Contact

- Lyft and the University shall each designate a primary point of contact for marketing planning and execution.