

## Driver Addendum Related To Uber Services

This Addendum Related to Uber Services (hereafter "Addendum") is hereby entered into by a Driver ("Subcontractor") and a Transportation Company ("Transportation Company") with which Uber Technologies, Inc. has executed a Software License and Online Services Agreement.

Subcontractor is an independent, for-hire transportation provider and currently maintains a contractual arrangement with Transportation Company to perform passenger carriage services for Transportation Company's customers.

Transportation Company has a separate contractual relationship with Uber Technologies, Inc. ("Uber") to access Uber's Software, through which customers in need of on-demand transportation services ("Users") may connect with Transportation Companies in the business of providing on-demand, professional passenger carriage services (the "Service").

In addition to the transportation services it regularly performs pursuant to its contractual arrangement with Transportation Company, Subcontractor is interested in receiving trip requests through the Service.

Transportation Company and Subcontractor desire to enter into this Addendum to define the terms and conditions under which Subcontractor may receive trip requests through the Service.

Therefore, in consideration of the foregoing, and for other good and valuable consideration, Subcontractor and Transportation Company agree as follows:

**IMPORTANT: PLEASE REVIEW THE DISPUTE RESOLUTION PROVISION SET FORTH BELOW IN SECTION 7 CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH UBER ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION UNLESS YOU CHOOSE TO OPT OUT OF THE PROVISION. BY VIRTUE OF YOUR ELECTRONIC EXECUTION OF THIS ADDENDUM, YOU WILL BE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS ADDENDUM (INCLUDING SECTION 7) AND OF THE SOFTWARE LICENSE AND ONLINE SERVICES AGREEMENT BETWEEN UBER AND THE TRANSPORTATION COMPANY WITH WHICH YOU ARE UNDER CONTRACT (INCLUDING ITS SECTION 14.3), AS THAT AGREEMENT IS INCORPORATED BY REFERENCE INTO THE ADDENDUM. IF YOU DO NOT WISH TO BE SUBJECT TO ARBITRATION, YOU MAY OPT OUT OF THE DISPUTE RESOLUTION PROVISION BY FOLLOWING THE INSTRUCTIONS PROVIDED IN SECTION 7 BELOW.**

**1. AGREEMENT TO SOFTWARE LICENSE AND ONLINE SERVICES AGREEMENT BETWEEN TRANSPORTATION COMPANY AND UBER:** As a condition of receiving trip requests through the Service, Subcontractor hereby acknowledges and agrees to be bound by the Software License and Online Services Agreement between Transportation Company and Uber, a copy of which has been provided in connection herewith and can be found at [www.uber.com](http://www.uber.com) and is incorporated by reference as though set forth fully herein.

1.1 Subcontractor understands that the terms "you" and "Transportation Company" as used in the Software License and Online Services Agreement are defined to include Subcontractor, and that the Software License and Online Services Agreement was intended by the parties to bind Subcontractor to the fullest extent permitted by law.

1.2 Subcontractor expressly acknowledges and agrees that, by using or receiving the Service and/or Software, Subcontractor is bound by any future amendments and additions to the Software License and Online Services Agreement or documents incorporated therein.

1.3 Subcontractor acknowledges that he/she currently possesses a valid driver's license and all licenses, permits, and other legal prerequisites necessary to perform the transportation for hire services contemplated by this Addendum, as required by states and/or localities in which he/she operates.

1.4 Subcontractor further agrees that, in order to obtain access to the Service and Software, Subcontractor may be required to submit to a criminal background check, drug test and/or motor vehicle report background search, the result(s) of which must be provided to Uber prior to Subcontractor's access to the Service pursuant to this Addendum, and/or provide proof of authority to operate a motor vehicle to provide commercial transportation services under this Addendum.

1.5 Subcontractor understands and agrees that, for the mutual benefit of Uber and the Transportation Company, Uber may endeavor to attract new Users to the Service and Software, and to increase existing Users' use of the Service and Software, through advertising and marketing to the effect that tipping is "voluntary," "not required," and/or "included" in the fare paid by the User. Subcontractor understands that the aim of advertising and marketing that there is no need to leave a tip is ultimately to increase the number of trip requests Subcontractor may receive through the Service. Subcontractor agrees that the existence of any such advertising or marketing does not entitle Subcontractor to any payment from Uber.

**2. UBER'S STAR-RATING FRAMEWORK:** As set forth in the Software License and Online Services Agreement, Uber only contracts with Transportation Companies whose personnel offer high quality service and professionalism. Therefore, Uber utilizes a five-star rating system designed to allow the Users of its Software to provide feedback on the level of service provided by those transportation providers who accept requests for transportation received via the Service. Subcontractor understands that there is a minimum star-rating Subcontractor must maintain to continue receiving access to the Service and Software.

2.1 Uber reserves the right, at all times and at Uber's sole discretion, to reclaim, prohibit, suspend, limit or otherwise restrict the Subcontractor from accessing or using the Driver App or the Device if the Transportation Company or its Drivers fail to maintain the standards of appearance and service required by the users of the Uber Software. In the event Subcontractor's star-rating falls below the applicable minimum star-rating, Uber will notify Transportation Company by email or other written means and, in turn, Transportation Company will notify Subcontractor. In the event his/her star-rating (based on User feedback) has not increased above the minimum, Uber may deactivate Subcontractor's access to the Software and Service.

**3. INDEMNITY:** Except as otherwise required by law, Subcontractor agrees to indemnify and hold harmless Uber and its Users against any and all liability, including attorneys' fees and other legal expenses, asserted against Uber or its Users arising directly or indirectly from Subcontractor's failure to comply with the provisions of the Software License and Online Services Agreement and this Addendum, exercise legally required due care in the performance of the services contemplated by this Addendum, or comply with all applicable laws, rules, ordinances and other legal requirements (including those relating to the Subcontractor's ownership, maintenance, operation and/or preparation of the equipment used to perform services under this Addendum).

**4. INSURANCE:** Subcontractor represents and agrees that he/she has or is otherwise covered by a valid policy of liability insurance (in industry-standard coverage amounts) with respect to Subcontractor's operation of a motor vehicle related to the performance of services contemplated by the Software License and Online Services Agreement and this Addendum.

**5. DEACTIVATION FROM ACCESS TO THE SOFTWARE AND SERVICE:** Subcontractor understands and agrees that Uber reserves the right to immediately deactivate Subcontractor's access to the Software and Service in the event of any act or omission by Subcontractor which constitutes a material breach of the Software License and Online Services Agreement between Transportation Company and Uber, including but not limited to, the following:

5.1 Subcontractor's refusal to fully complete a trip after acceptance of a trip request, as described in the Software License and Online Services Agreement, without waiver by the User or Uber.

5.2 Subcontractor's failure to maintain all license, permits, and insurance coverage required by law and/or this Addendum and/or the Software License and Online Services Agreement.

5.3 Subcontractor's refusal to reimburse a User or Uber for any damage or injury caused by Subcontractor.

5.4 A major driving violation, such as a citation for reckless driving, while transporting a User.

5.5 Intentional misrepresentations by You to a User or Uber, including intentionally taking an indirect route to the User's specified destination.

5.6 Violation of the Intellectual Property Ownership provision of the Software License and Online Services Agreement.

5.7 Documented complaint by a User that Subcontractor engaged in conduct that a reasonable person would find physically threatening, highly offensive or harassing.

Subcontractor's deactivation from access to the Software and Service shall not be deemed to alter, modify or waive any separate contractual provision between Transportation Company and Subcontractor, including with respect to termination of their separate contractual arrangement.

**6. RELATIONSHIP BETWEEN UBER AND SUBCONTRACTOR:** Subcontractor understands that his/her access to the Software and Service are in no way intended to create an employer-employee relationship between Uber and Subcontractor for any purpose. Nor is such access intended to make the Subcontractor a third-party beneficiary of any agreement to which Uber is a party. Subcontractor represents that he/she specifically desires to operate as an independent contractor with respect to the transportation services performed under this Addendum.

**7. DISPUTE RESOLUTION:** Subcontractor agrees that any dispute, claim or controversy arising out of or relating to this Addendum, or the breach, termination, enforcement, interpretation or validity thereof, or performance of transportation services pursuant to the Software License and Online Services Agreement, including, but not limited to the use of the Service or Software, including claims against Uber, will be settled by binding arbitration in accordance with the terms set forth in Section 14.3 of the Software License and Online Services Agreement. The parties expressly agree that Uber is an intended third party beneficiary of this dispute resolution provision. Upon any change to the Software License and Online Services Agreement, Uber shall provide written notice of such change(s) to Transportation Company, whose obligation it will be to inform Subcontractor. Subcontractor's continued use of the Uber Services and/or Software after such change(s) shall constitute agreement to any such change(s).

7.1 Subcontractor's agreement to arbitrate any claims against Uber is not a mandatory condition of Subcontractor's ability to receive trip requests through the Service. If Subcontractor does not want to be subject to this dispute resolution provision, Subcontractor may opt out of the provision by notifying Uber in writing of Subcontractor's desire to opt out of this provision, either by (1) sending, within 30 days of the date this agreement is executed by Subcontractor, electronic mail to [optout@uber.com](mailto:optout@uber.com), which writing must be dated, signed and delivered by stating Subcontractor's name and intent to opt out of this arbitration provision or (2) by sending a letter by U.S. Mail, by any nationally recognized delivery service (e.g., UPS, Federal Express, etc.), or by hand delivery to:

General Counsel  
Uber Technologies, Inc.  
1455 Market St., Ste. 400  
San Francisco, CA 94103

In order to be effective, the writing letter under option (2) must clearly indicate Subcontractor's intent to opt out of this arbitration provision, and must be dated and signed. The envelope containing the signed writing letter must be received (if delivered by hand) or post-marked within 30 days of the date this agreement is executed by Subcontractor. Subcontractor has the right to consult with counsel of Subcontractor's choice concerning this dispute resolution provision. Subcontractor understands that Subcontractor will not be subject to retaliation for exercising Subcontractor's right to assert claims or opt-out of coverage under this dispute resolution provision.

**BY CLICKING "I ACCEPT", THE PARTIES HERETO EXPRESSLY ACKNOWLEDGE THAT: (I) THEY HAVE READ AND UNDERSTOOD THIS AGREEMENT, (II) THEY HAVE HAD THE OPPORTUNITY TO CONSULT WITH OTHERS (INCLUDING BUT NOT LIMITED TO AN ATTORNEY) REGARDING THIS AGREEMENT, (III) THEY AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE AGREEMENT, AND (IV) THEY ARE LEGALLY COMPETENT TO ENTER INTO THIS AGREEMENT.**