

The Boost Program Partner Terms

These Boost Program Partner Terms (this “Agreement”), effective as of the Effective Date (listed on the Coupon Terms Addendum (“Addendum”)), by and between Lyft, Inc., a Delaware corporation with an address at 185 Berry Street, Suite 5000, San Francisco, CA 94107 (“Lyft”) and the other party executing the Addendum (“Program Partner”). Lyft and Program Partner are herein individually referred to as a “Party” and collectively as the “Parties.” For good and valuable consideration the receipt and sufficiency of which each Party acknowledges, the Parties hereby agree as follows:

1. The Program. Program Partner agrees to offer the promotional items as described in the Addendum to Lyft customers who have completed a ride to Program Partner using Program Partner’s specific promotion code, in exchange for Lyft advertising the Program Partner’s promotion on BoostByLyft.com (the “Program”).

2. Trademark License. Program Partner grants Lyft a limited, non-exclusive, non-transferable, royalty-free right and license to Program Partner’s trade name and logo (collectively, the Marks), solely for use by Lyft to market the Program. Lyft will comply with the Program Partner’s trademark usage guidelines in using any Mark. Except as expressly authorized by this Agreement, neither party will make any use of the other parties’ Marks in a manner that dilutes, tarnishes or blurs the value of the other parties’ Marks.

3. Photography. Program Partner may provide photography or images to be associated with its promotional items and displayed on the boostbylyft.com website. Program Partner represents and warrants that they own, or have the rights to license Lyft to use and/or display, any photography or images they provide. In addition, Program Partner grants Lyft permission to take and display any photographs of the exterior or interior of Program Partner’s establishment, solely for use by Lyft to market the Program.

4. Term & Termination

a. **Term.** This Agreement shall commence on the Effective Date and continue in effect until the Termination Date listed on the signature page hereto unless earlier terminated as provided herein or unless extended by mutual written consent of the parties (the “Term”).

b. **Termination.** This Agreement may be immediately terminated by Lyft with or without cause. This Agreement may be terminated by Program Partner upon ten (10) business days’ written notice to legalnotices@lyft.com.

c. **Effects of Termination.** Upon termination or expiration of this Agreement, all rights, obligations and licenses of the Parties hereunder shall cease and each Party shall promptly return to the other or, if so directed by the other party, destroy all originals and copies of any Confidential Information and all information, records and materials developed therefrom. Notwithstanding the foregoing, the provisions of Sections 3(c), 4, 5, 6, 7, 8, 9, 10 and any remedies for breach of this Agreement, shall survive any termination or expiration of the Agreement. If this Agreement is terminated by Lyft for breach, Program Partner shall refund Lyft the amount of any Lump Sum Payment, less any reasonable costs incurred by Program Partner.

5. Confidentiality

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

b. Each Party agrees that, during the Term and for three (3) years thereafter, it will not disclose to any third party or use any Confidential Information disclosed to it by the other Party except as expressly permitted in the Agreement, and that it will take all reasonable measures to maintain the confidentiality of the Confidential Information of the other Party in its possession or control. Notwithstanding the foregoing, each Party may disclose Confidential Information to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law (provided that such Party uses reasonable efforts to notify the other Party in advance of such disclosure so as to permit the other Party to request confidential treatment or a protective order prior to such disclosure) or on a “need-to-know” and confidential basis to its financial advisors, lawyers or other advisors who are obligated to maintain the confidentiality of such information with confidentiality obligations at least as protective as those contained in this agreement.

c. Without prejudice to the rights and remedies otherwise available to the Parties, the Parties agree that money damages would not be a sufficient remedy for any breach of this Section by either Party or their respective representatives and, accordingly, that either Party shall be entitled to obtain equitable relief, including injunctive and specific performance, if either Party or any of its respective representatives breaches or threatens to breach any of the provisions of this Section.

6. Customer Data. As between Program Partner and Lyft, Lyft owns all customer information and data that is, in relation to the Agreement: provided by or on behalf of Lyft or its customers (including drivers) in conjunction with this Agreement, (“Lyft Data”), and Program Partner will have no rights or license in or to any Lyft Data. Notwithstanding the foregoing, Lyft Data excludes any data or information that is expressly defined as owned by Program Partner in the Agreement and which is not subject to any restrictions on use or disclosure.

7. Representations and Warranties. Each Party represents and warrants to the other that it has the necessary power and authority to execute this Agreement, to perform its obligations hereunder, and participate in the Program. Program Partner additionally represents and warrants that it (1) will not during the term of this Agreement, directly or indirectly, in any individual or representative capacity, engage or participate in or provide services to any business that is competitive with the types and kinds of business being conducted by the Program Partner, (2) will properly train all employees in Program rules and

administration, and (3) will provide all services in conjunction with the Program in a professional manner in accordance with generally accepted industry practices.

8. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT.

9. Indemnification

a. **Indemnification by Program Partner.** Program Partner agrees to defend, indemnify and hold harmless Lyft and its affiliates from and against all third party claims (including attorneys' fees), judgments and other expenses arising out of or related to (i) Program Partner's breach of this Agreement; (ii) Program Partner's goods and/or services provided under the Program; (iii) Program Partner's violation of the representations and warranties in Section 5; (iv) any allegation that Lyft's use of Program Partner's Marks or intellectual property as permitted herein infringes or misappropriates the intellectual property rights of a third party; and/or (v) Program Partner's violation of applicable law.

b. **Indemnification by Lyft.** Lyft agrees to defend, indemnify and hold harmless Program Partner from and against all third party claims (including attorneys' fees), judgments and other expenses arising out of or related to Lyft's inaccurate representation of Program Partner's promotional offers described in Addendum A.

c. **Indemnification Procedure.** A Party seeking indemnification must notify the indemnifying Party promptly in writing of any claim where the Party seeks indemnification 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 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.

10. No Consequential Damages. EXCEPT IN CONNECTION WITH AN INDEMNIFICATION OR CONFIDENTIALITY OBLIGATION HEREUNDER, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, COSTS OF COVER, LOST PROFITS OR LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE RESULTS OF ANY SERVICES) ARISING UNDER THIS AGREEMENT, OR IN THE COURSE OF IT PROVIDING ANY SERVICES TO THE OTHER PARTY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Limitation of Liability. EXCEPT IN CONNECTION WITH A PAYMENT OBLIGATION HEREUNDER, AN INDEMNIFICATION OBLIGATION, OR A CONFIDENTIALITY OBLIGATION HEREUNDER, THE AGGREGATE AMOUNT OF

ANY LIABILITY OF LYFT TO PROGRAM PARTNER 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, THE GREATER OF (1) THE AMOUNT PAID OR PAYABLE IN THE 6 MONTHS PRIOR TO THE EVENT UNDER WHICH LIABILITY ARISES OR (2) \$1,000.

12. General

a. **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.

b. **Entire Agreement; Amendment.** This Agreement (including any addenda attached hereto) constitutes the entire agreement between the Parties with regard to the subject matter hereof. The Agreement may only be amended or modified through a writing signed by both Parties.

c. **Severability.** If a court of law finds any provision of this Agreement unenforceable, the Parties agree to replace the offending provision with an enforceable provision that most nearly achieves the intent and economic effect of the unenforceable provision and all other terms shall remain in full force and effect.

d. **Headings; Interpretation.** Headings and captions in this Agreement are for convenience only and shall have no effect upon the construction or interpretation of any provisions herein. This Agreement will be interpreted fairly and without any strict construction in favor of or against either Party.

e. **Waiver.** The failure of either Party to enforce, at any time, any of the provisions hereof or exercise any right or option hereunder shall not be construed to be a waiver of the right of such Party thereafter to enforce any such provisions or exercise such right or option. Any consent by any Party to, or waiver of, a breach by the other, shall not constitute the consent to, waiver of, or excuse of any other different or subsequent breach.

f. **Expenses.** Unless otherwise agreed to by the Parties, each Party will be responsible for the costs and expenses incurred by it in connection with this Agreement.

g. **Notices.** Any notice or communication from one Party to the other shall be in writing and either personally delivered or sent via reputable international express delivery courier or certified or registered mail, postage prepaid and return receipt requested, addressed to such other Party at the address specified in the first paragraph of this Agreement, or at such other address as such Party may from time to time designate in a notice to the other Party.

h. **Assignment.** This Agreement and the rights and obligations hereunder may not be assigned, in whole or in part, by Program Partner. Lyft may freely assign all or part of this Agreement. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the Parties hereto.

i. **Publicity.** Neither Party shall issue a press release or other public announcement concerning this Agreement or relationship without the other Party's prior written consent.

in the federal and state courts located in San Francisco County, California, and both parties hereby consent to such jurisdiction and venue for this purpose.

j. **Governing Law & Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. Exclusive jurisdiction and venue for any litigation arising under this Agreement is

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