

STATEMENT OF WORK
No. 2

This Statement of Work ("SOW") is entered into and made effective as of March 2, 2022 ("Effective Date") by and between Uber Technologies, Inc., a Delaware corporation, located at 1515 3rd Street, San Francisco, CA 94158 ("Uber") and Pennsylvania Coalition Against Rape (PCAR) (DBA National Sexual Violence Resource Center/RALIANCE), a(n) District of Columbia 501(c)(3) organization, whose address is 655 15th St. NW, Suite 800, DC 20005 ("Consultant").

This SOW is made pursuant to and is governed by the terms and conditions of the Master Services Agreement between Uber and Consultant with an Effective Date of August 4, 2021 ("Agreement").

1. Term:

Unless terminated earlier as provided herein, the term of this SOW shall commence on the SOW Effective Date and shall expire on June 07, 2022.

2. Description of Services:

Produce a written document commenting on the integrity of Uber's safety transparency tabulation efforts as described in the Deliverables below.

3. Specifications:

The work conducted under this SOW complements the work completed under previous SOWs to prepare a statement for inclusion in Uber's safety report based on the analysis outlined in prior SOWs.

4. Project Schedule:

- 1) Validation Overview: Initial draft of written validation statement to be delivered to Uber for review 3 days after execution of this SOW. Uber will have an opportunity to provide feedback or acceptance, and RALIANCE will provide a final draft within 5 days of Uber's acceptance.
2) US Safety Report statement: to be provided per the above schedule.

5. Deliverables:

- 1) Validation Overview:
The work conducted under this SOW complements the work completed under previous SOWs effective June 26, 2020 (extended via SOW dated October 1, 2020) and August 4, 2021.

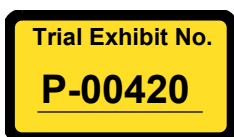
In addition to the deliverables previously outlined, RALIANCE agrees to prepare a brief, 1-2 page validation statement for inclusion in Uber's US Safety Report based on the taxonomy application and classification analysis outlined in the aforementioned previous SOWs (inclusive of contributions by Urban Institute related to assessment of calendar year 2019 data).

The written statement should include an overview of the process as well as outcomes of the validation. It will include a summary of findings and observations, as well as background and methodological approach.

Any written statements should be limited to observations of current processes, and not include any recommendations. Uber will be able to quote from this statement.

- 2) RALIANCE will provide a brief statement for use in the US Safety Report foreword, highlighting the importance of corporate transparency reporting on safety data. Uber will be able to quote from this statement.

6. Acceptance Criteria and Procedures:



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Acceptance Criteria: "Acceptance" of Services and/or Deliverables by Uber shall be deemed to occur upon achievement of all of the following (1) each Deliverable conforms to the relevant requirement specifications as provided above; (2) each Deliverable meets the applicable warranties set forth in the Agreement; (3) each Deliverable has documented 100% of all acceptance test cases (as per agreed requirements) passing, testing is Uber's responsibility; and (4) each Deliverable is approved in writing by Uber. Uber retains rights to review written statements before publication, and offer feedback or suggestions on presentation (length, wording, headings) that do not materially impact the findings of the validation analysis.

7. **Location of Performance:**

Services shall be primarily performed at Consultant's facilities.

8. **Project Managers:**

Uber

Name: Emilie Boman

Telephone No:

Email: eboman@uber.com

Consultant

RALIANCE

Name: Yolanda Edrington

Telephone No:

Email: yedrington@raliance.org

9. **Fees, Expenses and Payment Schedule:**

- 1) **Fee for Services:** In consideration of Services to be furnished by Consultant and subject to acceptance by Uber under Section 6, Uber will pay to Consultant the amount of \$7500 (the "Fees") subject to receipt of undisputed invoices and the issuance of a Purchase Order. In no event shall the amount paid to Consultant exceed the Fees stated in this paragraph.
- 2) **Litigation Expenses:** In addition to the Fees set forth herein, in the event that RALIANCE is subpoenaed or named as a third party in a suit against Uber, Uber agrees to reimburse RALIANCE for the outside counsel fees as set forth below in the event that a RALIANCE representative is called to testify in a deposition or other legal proceedings regarding about their work validating sample sexual assault reports for Uber drawn from data sets for calendar years 2019 and 2020, as covered in this SOW and previous agreements dated [insert prior MSA/SOW dates], (a "Matter"). Notwithstanding the forgoing, Uber shall have no obligation to reimburse RALIANCE if the Matter is the result of any claim for which RALIANCE is obligated to indemnify Uber. In the event that this reimbursement obligation is triggered the parties agree as follows:
 - A. RALIANCE will retain a law firm to represent RALIANCE in the Matter, subject to Uber's prior written approval of the firm. RALIANCE shall ensure that the law firm's fees shall not exceed a \$500 hourly billing rate. Uber will reimburse RALIANCE for such outside counsel fees incurred in relation to the Matter up to the Maximum Fee Amount (defined below). Any fees in excess of this hourly amount or the Maximum Fee Amount will not be reimbursed by Uber.
 - B. Uber will reimburse RALIANCE for legal fees related to deposition preparation and representation for up to \$10,000 for an initial deposition and \$6500 per subsequent deposition; provided, that Uber shall not reimburse any legal fees after Uber has reimbursed to the Maximum Fee Amount.
 - C. Uber will reimburse RALIANCE for reasonable and customary travel expenses in connection with requests for testimony at deposition or trial, to be pre-approved by Uber in accordance with Uber's travel policy. RALIANCE shall provide Uber with receipts for all pre-approved expenses which must be incurred in accordance with Uber's travel and expense policy.

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D. The aggregate amount of reimbursement of Defense fees collectively for any and all Matters shall not exceed 3x the amount of fees Uber paid to Consultant in connection with the data validation for calendar years 2019-2020 (the "Maximum Fee Amount").

3) **Invoicing:** For all Fees and litigation expenses outlined above, RALIANCE shall submit invoices to Uber in accordance with the terms of Section 3.2 of the Agreement. Incomplete invoices will not be paid until all requested information has been received by Uber and shall be subject to invoicing terms as provided in the Agreement. Unless otherwise expressly stated herein or in the Agreement, Consultant assumes all risks associated with any cost overruns.

Purchase Order Number: 450911

10. **Retained Rights and Third Party Materials Disclosure:**

The following is a list of all Retained Rights and third party materials that Consultant intends to incorporate in Work Product in performing under the applicable SOW (or "N/A" if none):

Retained Rights: N/A

Third party materials: N/A

IN WITNESS WHEREOF, the parties have executed this SOW as of the date first above written.

Uber Technologies, Inc.

**Pennsylvania Coalition Against Rape (PCAR)
(DBA National Sexual Violence Resource
Center/RALIANCE)**

DocuSigned by:
Katie Waitzman
A784D93A15584C0...

DocuSigned by:
Yolanda Edrington
FAD61AFAB55444U...

By
Katie Waitzman

By
Yolanda Edrington

Printed Name
Deputy General Counsel

Printed Name
Managing Director

Title
March 4, 2022

Title
March 4, 2022

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