

ER

COMMONWEALTH OF MASSACHUSETTS
BUSINESS LITIGATION SESSION

SUFFOLK, ss.

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT

ZEMCAR INC. d/b/a GRIP MOBILITY CO.,

Plaintiff,

v.

UBER TECHNOLOGIES, INC.,

Defendant.

CIVIL ACTION NO.:

COMPLAINT AND DEMAND FOR TRIAL BY JURY

Plaintiff Zemcar Inc. d/b/a/ Grip Mobility Co. (“Grip” or “Plaintiff”), by and through its undersigned attorneys, files this Complaint against Defendant Uber Technologies, Inc. (“Uber” or “Defendant”) and alleges as follows:

NATURE OF THE ACTION

1. Grip, a small start-up company based in Cambridge, Massachusetts, was founded with a singular mission: to make rideshares safer.

2. After years of engineering, ingenuity, and iteration, Grip developed breakthrough audiovisual-recording technology that makes the rideshare experience safer for drivers and passengers. The technology delivers automatic, in-ride, audiovisual-recording from the driver’s smartphone, with no need for additional hardware. Grip’s technology also broadcasts—in real-time—ride information from the driver’s phone to another device chosen by the rider—to the parent of a teenage rider, for example.

3. Though Grip intended all drivers and riders to benefit from its technology, a motivating goal was making rideshares safer for women—who are disproportionately victims of assaults and other physical attacks. Grip believed that robust, accurate, and easily deployable audiovisual-recording technology would deter would-be perpetrators. And if incidents did unfortunately occur, recordings could be provided to law enforcement to hold perpetrators responsible. Beyond simply being the right thing to do, improving women’s rideshare safety presented a tremendous business opportunity: women would be more likely to accept rides from drivers—essentially strangers—knowing that robust security safeguards existed. Further, only a small fraction of drivers are women, likely because picking up strangers in personal vehicles, sometimes late at night, presents unique risks to women. Mitigating these risks would allow rideshare companies to tap into and monetize this under-utilized segment of the market.

4. Uber is the market leader in the rideshare industry. It too seems to have had a singular goal: grow at all costs. By creating a culture of doing things the fast way rather than the right way, Uber has spawned a growing suite of problems, from “having a workplace culture that included sexual harassment and discrimination,” to “push[ing] the envelope in dealing with law enforcement and even partners,” to being sued for using stolen trade secrets to develop copycat technology.¹ These problems led to the resignation of Uber’s founder and former CEO, Travis Kalanick.

5. Uber promised investors and the rideshare community that it would turn over a new leaf, but its problems have persisted, as have the allegations against Uber for intellectual property infringement and unfair business practices. Ride safety also continues to be a grave and ever-

¹ Mike Isaac, “Uber Founder Travis Kalanick Resigns as C.E.O.,” NEW YORK TIMES (June 21, 2017), <https://www.nytimes.com/2017/06/21/technology/uber-ceo-travis-kalanick.html>.

present threat to Uber's business. Uber even commissioned, in a 2019 *mea culpa*, a report detailing the assaults, thefts, homicides, and other criminality occurring during its rides.² A second report published in 2022 detailed similar incidents.³

6. Uber itself has conceded in its 2022 annual report that there have been “numerous and increasing reports” of “violent crime” “while taking or providing a trip on [Uber’s] platform,” including “armed robbery, violent assault, and rape.” Because “[m]aintaining and enhancing [its] brand and reputation is critical to [Uber’s] business prospects,” Uber desperately needed to take action to make its rides safer.

7. Uber did just that: it engaged Grip to evaluate, across two years of pilot programs and constant discussions, to assess Grip’s rideshare solution for Uber’s potential licensing or acquisition. Uber insisted that these pilot programs occur in its Brazil market, and Grip acceded to this demand.

8. Uber’s two pilot-program rollouts of Grip’s audiovisual-recording technology, deployed on rides in Brazil and supported by Grip and Uber engineers and executives in the United States, captured 3.4 million hours using Grip’s technology. The pilots were met with effusive praise from Uber and the press alike, and Uber continually represented to Grip that it was interested in licensing or acquiring Grip’s solution. Based on these representations, Grip, in good faith and protected by Uber’s agreement to maintain the confidentiality of Grip’s information and know-how and to use that intellectual property for a limited purpose, continually provided Uber with its confidential and proprietary information and know-how behind its rideshare safety technology.

² See Uber, 2017-2018 US Safety Report (Dec. 5, 2019), https://www.uber-assets.com/image/upload/v1575580686/Documents/Safety/UberUSSafetyReport_201718_FullReport.pdf

³ See Uber, 2019-2020 US Safety Report (June 30, 2022), https://uber.app.box.com/s/vkx4zgwy6sxx2t2618520xt35rix022h?uclick_id=abe075db-24e2-4f51-8f8e-3cf88d315d82

9. Yet the representations Uber made to induce Grip to share its confidential and proprietary information were false. Not long after its most recent request for information, Uber performed an about-face: it purported to abandon its pursuit of any third-party software audiovisual-recording solution, claiming such a solution is not viable. Uber told Grip that it would instead pursue a hardware solution—one that requires drivers to outfit their cars with separate devices to record, store, and transmit audio and video from their rides. Grip was shocked. But with two years' worth of built-up trust, Grip took Uber at its word. It seemed to Grip that any software-based solution, and thus Grip's entire business, must be practically untenable.

10. But Uber was not telling the whole truth. Uber knew that Grip's solution was not only viable, but immensely valuable. Indeed, mere months after Uber dissolved its partnership with Grip, Uber announced its roll-out of software-based, automatic, in-ride audiovisual-recording through the Uber app. Uber has since gone on to roll out yet more safety features that are functionally identical to those in Grip's solution—the solution of which Uber had just spent two years “looking under the hood.”

11. Uber's acquisition of Grip's confidential, proprietary information and know-how through misrepresentation and other improper means enabled Uber to launch its copycat rideshare features.

12. Uber acquired, disclosed, converted, and used Grip's confidential and proprietary information and operational expertise through fraudulent means and misrepresentation.

13. Uber's unfair and deceptive actions, which occurred primarily and substantially within the Commonwealth of Massachusetts, are, by definition, violative of G.L. c. 93A, §§ 2 and 11 and constitute a violation under the Massachusetts Uniform Trade Secret Act (“MUTSA”) as a misappropriation of Grip's trade secrets.

THE PARTIES

14. Plaintiff Zemcar Inc. is a Delaware corporation with its principal place of business in Cambridge, Massachusetts. Zemcar Inc. does business as Grip Mobility (“Grip”).

15. Uber Technologies, Inc. (“Uber”) is a Delaware corporation with its principal place of business in San Francisco, California. Upon information and belief, Uber operates thousands of rideshare trips throughout Massachusetts every day. Uber is registered to do business in Massachusetts as a foreign corporation and maintains a registered agent for service of process with the CT Corporation System, 155 Federal Street, Suite 700, in Boston, Massachusetts.

JURISDICTION AND VENUE

16. This Court has subject matter jurisdiction over this dispute under G.L. c. 212 § 3 because the amount in controversy in this civil action exceeds \$50,000.

17. This Court has personal jurisdiction over Uber under G.L. c. 223A § 3 because Uber transacts business in Massachusetts, and the claims set forth in this Complaint arose from that business.

18. For example, Uber participated in phone and video conferences and sent and received scores of communications with Grip personnel in Cambridge in order to facilitate and grow the business relationship with Grip and to gain access to Grip’s confidential and proprietary information. These contacts took place during the height of the COVID-19 pandemic, necessitating virtual meetings and communications. Had the pandemic not occurred, many of these meetings would have taken place at Grip’s offices in Cambridge.

19. Uber also accessed, and later misappropriated, Grip’s trade secrets stored on shared drives maintained by Grip’s personnel in Massachusetts, and entered into multiple agreements

with Grip, specifically noting that Grip was based in Massachusetts and that Grip would therefore suffer any losses in Massachusetts.

20. Additionally, upon information and belief, Uber has publicly marketed and made Grip's purloined technology available to drivers and riders in Massachusetts, and continues to do so.

21. In addition, Uber maintains a permanent physical presence at Boston Logan International Airport, located in East Boston and Winthrop, at designated Uber Waiting Lots, which its drivers regularly and systematically use to service customers requesting rides departing from the airport. Upon information and belief, Uber pays the Massachusetts Port Authority for the right to use these dedicated waiting lots, which are available for Uber's use 24 hours per day. Uber holds these waiting lots out as dedicated Uber lots and encourages drivers to access them, including through Uber's public-facing website and its app. Uber benefits directly from this arrangement because it allows Uber's drivers to quickly service customers requesting rides from the airport with minimal wait times. Without access to these lots, Uber's business would be adversely affected.

22. Uber has also operated "Greenlight Hubs" at various locations throughout Massachusetts—including in Boston, Dorchester, Saugus, Chelmsford, West Springfield, and Brockton—to provide in-person support for Uber drivers.

23. Under M.G.L c. 223 §§ 1, 8, venue is proper in this Court because at least one party has a usual place of business in Suffolk County.

STATEMENT OF FACTS

Grip's Founding, Vision, and Initial Technology

24. Bilal Khan founded Grip (then Zemcar) in 2015. Juliette Kayyem joined as co-founder in 2017. Their goal was straightforward: leverage their talents and expertise to build a product that makes rideshares safer.

25. Ms. Kayyem has a long history in the safety and security space, having served for two presidents and one governor in senior homeland and national security roles. In addition to being an author and frequent media contributor, she now serves on the faculty at Harvard University's Kennedy School of Government. Mr. Khan, Grip's Chief Technical Officer, previously served as Verizon Wireless's Chief Product Officer for Internet of Things ("IoT"), focusing on Verizon's portfolio of video, web, audio conferencing, and unified communications. Thus, Grip's founding leadership gave the company experience, talent, and gravitas that made it well-positioned to make a significant impact in the rideshare security space.

26. Grip also hired Andrew Emmons as its Chief Operating Officer. Mr. Emmons helped spearhead Grip's business partnerships, including its relationship with Uber.

27. After its founding in 2015, Grip spent the next few years investing significant resources into researching and developing its rideshare solution, which centered on in-ride audiovisual capture technology. Grip's efforts resulted in many innovative solutions that could be employed in the rideshare space.

28. Those solutions are reflected in technical specifications, test results, data compilations, engineering techniques, and other materials, all of which Grip maintains as highly confidential.

29. At all times, Grip has taken reasonable measures to protect all of its highly confidential information from being generally known to, and/or readily ascertainable by, the

general public or other companies in both the rideshare and security industries. For example, Grip requires all of its employees and contractors to execute non-disclosure agreements prohibiting them from disclosing Grip's technical and business information to any non-employee. Grip has also required employees to execute, when appropriate, noncompete agreements, as well as agreements assigning all intellectual property to Grip. Grip also routinely employs similar protections when working with third parties, including by incorporating (a) confidentiality provisions in its agreements and/or (b) any other provision limiting the third party's use of Grip's confidential information.

30. Before entering into a business relationship with Grip, Uber had not yet developed its own in-app audiovisual recording solution, let alone a solution comprising any of the capabilities that Grip offered.

Uber's Safety Challenges

31. As reflected in Uber's 2019 "US Safety Report", several dangerous incidents have plagued Uber's rides, including assaults, sexual assaults, and fatal car crashes.

32. Indeed, upon information and belief, such issues are ongoing, and Uber is still facing similar incidents today. For example, hundreds of women have filed lawsuits against Uber alleging that it has not done enough to protect passengers from sexual assault, and the number of these lawsuits is expected to balloon. In fact, riders have been calling on Uber to implement better technological solutions to address these safety concerns, such as in-ride video recording.

33. These safety concerns are not just limited to riders; upon information and belief, Uber drivers have also routinely endured threats, harassment, and assaults, demanding a prioritization of driver safety for rideshare companies. In Brazil, for example, 40 app-based drivers were murdered in 2021.

34. Indeed, safety is paramount to rideshare companies like Uber. As Uber itself stated in its 2022 Annual Report, “[i]f [its]platform users . . . are subject to, criminal, violent, inappropriate, or dangerous activity that results in major safety incidents, [its] ability to attract and retain Drivers [and] consumers . . . may be harmed, which could have an adverse impact on [its] reputation, business, financial condition, and operating results.” Thus, incidents described in the US Safety Report cast doubt on Uber’s ability to deliver a safe product, thereby affecting Uber’s reputation and its entire business model.

35. To address these concerns, Uber has sought to implement new safety features into its rideshare solution. This includes by exploring solutions already designed and developed by other companies, such as Grip.

The Beginning of Grip and Uber’s Business Relationship

36. Following the release of the US Safety Report, Grip approached Uber in the summer of 2019 to pitch its audio/video capture technology. Grip recognized that the unique features encompassed by its rideshare safety solution could help rehabilitate Uber’s diminishing reputation. To protect the confidential and proprietary information exchanged between the parties, Grip and Uber entered into a mutual non-disclosure agreement. (Ex. 1.)

37. Initial discussions between Grip and Uber resulted in a meeting between the parties at Uber’s headquarters in San Francisco on July 30, 2019. In attendance at this initial meeting on behalf of Uber were Rebecca Payne, Uber’s Product Safety Product Manager, and Sharad Vivek, Uber’s Director of Business Development for Safety. The Grip attendees included Ms. Kayyem, Mr. Khan, and Mr. Emmons.

38. During the meeting, Grip demonstrated its audio/video capture technology, and Uber inquired about several aspects of Grip’s audio/video functionality. It became clear to Grip during and after this meeting that Uber had no preexisting technical know-how or capabilities

regarding in-ride video-capture solutions. This initial meeting also led to additional demonstrations of Grip's audio/video capabilities to Uber personnel, such as Ms. Payne.

39. A day after the meeting in San Francisco, Uber reached out to Grip and its Massachusetts employees, describing Grip's solution as an excellent safety application for Uber.

40. After these initial demonstrations, Uber was satisfied that Grip's technology merited additional time and investment and that Grip could mitigate Uber's lack of know-how in the security space. Thus, Julia Rudge, Uber's then-Business Development Manager spearheading Uber's initiative to explore new safety features, called Grip on September 4, 2019 on Grip's teleconference line. Following that meeting, Ms. Rudge requested—and Grip provided—technical information vital to Grip's audiovisual-capture solution. Grip provided confidential and proprietary technical information derived from its own testing and analysis of its software solution in Android, iOS, and web technologies—all of which Grip had developed before Grip and Uber ever crossed paths. The proprietary materials and know-how Grip shared included details about the operability of Grip's technology and the configurable video parameters Grip developed for it (*e.g.*, optimal data rate ranges for video uploading/streaming).

41. Conversations between Ms. Rudge and Grip continued throughout September 2019. For example, at Ms. Rudge's request, Grip provided Uber with a driver login for the Zemcar app, an app that used Grip's audiovisual recording technology. Ms. Rudge and Grip walked through the app's functionality during a Zoom call on September 13, 2019. And on September 26, 2019, Grip sent Ms. Rudge detailed step-by-step instructions for testing the Zemcar app on her own. During the course of these communications, Grip provided Uber with optimized Android Package Kits ("APKs") for its rider and driver apps. These APKs included, among other things,

executable files comprising the compiled code of Grip's software application written for Android, including code related to many of Grip's core capabilities and safety features.

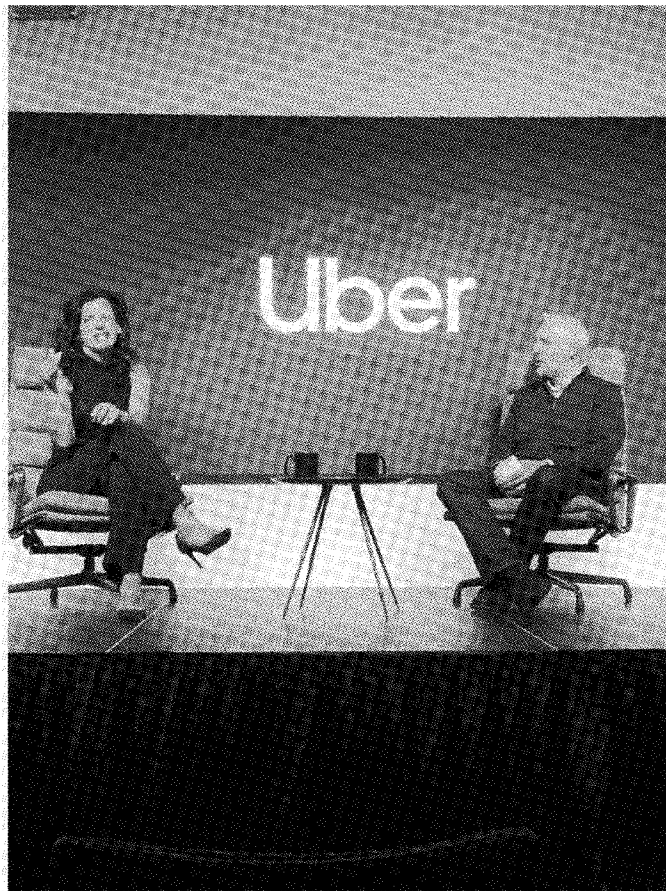
42. Over the course of their business relationship, elaborated on below, Grip provided Uber with various iterations of its APKs. Upon information and belief, one or more of the APKs that Grip provided to Uber encompassed the executable files comprising the compiled code for each of Grip's innovative capabilities described above.

The Pilot Partnerships

43. Following additional discussions, Uber decided to test Grip's technology via a pilot partnership. São Paulo, Brazil was chosen as the test location for logistical reasons, although it was understood that the potential business opportunity was not limited solely to Brazil. For the pilot, Grip contracted with Uber Do Brasil Tecnologia, LTDA ("Uber Brazil") and ultimately entered into a Pilot Partnership agreement on October 18, 2019. (Ex. 2.) Uber Brazil piloted the use of Grip's technology in rideshares in Brazil, which, upon information and belief, is Uber's largest market outside of the United States. The pilot launched in January 2020 and centered on Grip's standalone "Sentinel" application. That application contained Grip's preexisting audiovisual-recording solution and other related core capabilities paramount to Grip's rideshare solution.

44. As part of the Pilot Partnership, Grip and Uber Brazil agreed to confidentiality provisions that outlined the treatment of confidential information exchanged between the parties. The agreement also contained provisions related to the intellectual property ("IP") of the parties, including provisions stating that each party would retain all rights to any software, ideas, concepts, know-how, processes, development tools, techniques, or any other proprietary material or information owned or developed before the parties' agreement.

45. The first pilot was successful and strengthened the parties' business relationship. In fact, on February 25, 2020, Uber specifically invited Ms. Kayyem to participate in a public session for Uber's global safety and security teams. This public session took place at Uber's headquarters in front of an audience of hundreds, with global viewing capability for Uber employees. The public session was primarily a "thought leadership" discussion about rideshare safety, and it opened with an explanation and overview of the pilots and Grip's capabilities. A photograph from that session is reproduced below:



46. Given the success of the relationship up to that point, the parties again agreed to protect the confidential information exchanged between themselves from unauthorized use and disclosure. (Ex. 3.)

47. The success of the first pilot led Grip and Uber to strengthen their business relationship and agree to a second pilot in Brazil. (Ex. 4.) The applicable Master Services Agreement and corresponding Statement of Work (“SOW”) between Grip and Uber Brazil was effective as of October 15, 2020; it too contained provisions protecting the unauthorized disclosure and use of the parties’ confidential information. The Master Services Agreement and corresponding SOW also made clear that: (1) Grip retained all rights to any IP it owned, made, conceived, or reduced to practice by Grip before the Agreements (*i.e.*, the “Retained Rights”); (2) Grip’s Retained Rights also included many capabilities identified in the SOW; (3) Uber could not develop features similar to Grip’s technology if they violated Grip’s IP rights; and (4) Uber only had the right to use the Retained Rights during the term of the SOW.

48. The second pilot started in March 2021 and employed an enhanced version of Grip’s Sentinel app, which featured automatic recording and other related core features of Grip’s technology. Grip had designed and developed that version of Sentinel long before the second pilot launched and demonstrated that enhanced software to Uber in April 2020.

49. Throughout the pilots, Grip was primarily responsible for developing, researching, testing, deploying, and troubleshooting its Sentinel application, as well as reporting data to Uber regarding the daily usage and activity of the application during the pilots. To facilitate this sharing of information, Grip and Uber employees had near-daily communications, including weekly calls with senior members of Uber’s product, safety, operations, and engineering teams. Grip, from its offices in Cambridge, and Uber, from its offices in San Francisco and in Brazil also communicated through various means, including but not limited to, email, Slack, WhatsApp, phone calls, Zoom, shared documents, and shared drives.

50. As part of these communications, Grip provided Uber with confidential information and know-how crucial to the successful implementation of audio/video capture technology. Grip provided this information to Uber strictly in furtherance of its business relationship with Uber. Moreover, per the parties' agreements referenced above, Uber and its subsidiaries were obligated to: (a) keep such information and know-how confidential, and (b) limit the use of it as specifically contracted by the parties.

51. Upon information and belief, at least some of this confidential information was transmitted to Uber from Grip's computer systems located in Massachusetts to Uber's computer systems, and Uber subsequently: (a) downloaded the confidential information originating in Massachusetts onto its servers, hard drives, or flash drives; (b) printed it; and/or (c) made other physical copies of it.

52. At all times during its business relationship with Uber, Grip retained all rights, title and interest in and to IP that it owned, made, conceived or reduced to practice prior to its relationship with Uber, including any and all IP rights reflected in the confidential and proprietary information and know-how it provided to Uber for the pilots.

53. Examples of this confidential and proprietary information, all of which was shared by Grip with Uber confidentially, include, *e.g.*, technical specifications, process flows, techniques, code snippets, application and video analytics, APKs, and financial and business information.

The Pilots Were Successful

54. The pilots, which recorded 3.4 million hours' worth of rides, were successful and evidenced the value of Grip's technology. For example, in April 2021, Tania Pio in Uber's Business Development department emailed Grip leadership to notify them that the pilots "had a lot of great results in the Brazilian press." Ms. Pio further noted that not one article had a negative tone regarding privacy concerns, which "sets a very positive ground for further expansions." In

one instance, facing scrutiny by one of Brazil's foremost television news shows about the lack of driver safety, Uber responded by highlighting the Grip pilots and Grip's technology as demonstrating Uber's newfound "focus on security."

55. Indeed, only a few months later, Ms. Pio expressed to Mr. Emmons that Uber's "leadership underst[ood] the value of the [parties' pilot partnership] and its impact." Thus, by mid-August 2021, Uber renewed its license for another 1,700,000 in-ride hours of recorded audio-video hours (for a total of 3.4 million hours of video) and extended the second pilot to the end of the month through the "First Amendment to the Master Services Agreement." (Ex. 5.)

56. The success of the pilots was also reflected in feedback from drivers and riders, who shared overwhelmingly positive feedback from internal surveys showing that (1) *over half* of the surveyed pilot drivers would *drive more* with Uber after downloading the Grip's video recording app, and (2) 17.6% of surveyed riders would pay the equivalent of an additional twenty cents per trip for Grip's video recording feature.

**Uber Requests Additional Confidential Information from Grip Under the
Guise of Furthering its Business Relationship with Grip**

57. Given the overwhelming success of the pilots, Grip and Uber began having discussions regarding the possibility of Uber permanently licensing or acquiring Grip's technology. Notably, Uber had been discussing that possibility with its own Business Development leadership at least as early as summer 2021.

58. To facilitate these discussions, in August 2021, Uber's Tania Pio asked Grip to provide Uber with commercial proposals for: (1) a Software Development Kit license; (2) acquisition of Grip's technology; and/or (3) Uber's outright acquisition of Grip.

59. The next month, Grip provided Uber with its proposal for a Software Development Kit license expansion for all of Latin America and North America. Ms. Pio responded that Uber would review the proposal and the pilot analyses and get back to Grip within a few weeks.

60. Ostensibly as part of that vetting process, in late September 2021, various Uber personnel, including Leandro Fernandez (the leader of Uber’s Brazil Safety and Insurance Engineering team) and Ashu Manohar (then the “Head of Product, Courier” at Uber), requested access from Grip’s Andrew Emmons to review Grip documents pertaining to Grip’s Sentinel application and pilot metrics. One of Grip’s confidential documents, entitled “Sentinel Improvement Options,” is a detailed document that reviews all available options to reduce the risk of app crashes and recording failures on low-end devices. Another document, entitled “Sentinel Daily Usage Report” is a spreadsheet containing confidential statistics about the pilots. Both documents were created in Massachusetts and stored on Google Drive accounts controlled by Grip personnel in Massachusetts.

61. As Uber continued its ostensible “vetting” of the pilot and a potential expanded license, Grip informed Uber that Apple had reduced restrictions for video preview on iPhones, the news of which Uber received positively.

62. Later in October 2021, Uber (through Tania Pio on behalf of Uber’s “Product and Eng Team”) asked for—and Grip provided—additional confidential technical information related to the Software Development Kit license, specifically focused on video recording configurations and nighttime visibility functions.

63. By early November, the parties (including Uber employees Pio, Fernandez, and Bruno Torres—a software engineer), discussed via Zoom Grip’s answers to Uber’s Software Development Kit questions. Ms. Pio messaged Andrew Emmons the very next day requesting even

more technical information about Grip's technology, including its enhanced nighttime visibility. Believing Uber's representations that it was still assessing a partnership, Grip once again answered several technical questions, particularly related to Grip's proprietary nighttime visibility functions.

64. In late 2021, and in response to Uber's interests in understanding the nighttime functionality of Grip's solution, Grip performed tests of its nighttime functionality, and Grip shared those results with Uber employees Ms. Pio, Ms. Payne, and Chief of Staff to Uber's CEO, Andi Pimentel.

Uber's About-Face on Grip's Proprietary Technology

65. Despite Uber's continual representations to Grip that it was assessing its technology, Ms. Pio abruptly informed Grip on a December 1, 2021 Zoom video conference that Uber would be moving forward with a hardware solution using dashcams instead of Grip's proprietary software solution.

66. On December 8, 2021, Ms. Kayyem, along with a Grip advisor, spoke with Ms. Payne, who again reiterated that Uber would focus on a dashcam program. Grip ended the conversation with the understanding that Uber had abandoned any plan to implement an in-app video-recording feature on its drivers' phones. That conversation led Grip to believe its technology was completely undesirable to Uber.

67. On December 20, 2021, Ms. Kayyem had another call with Ms. Payne during which Ms. Payne again confirmed that Uber would not be proceeding with Grip's audiovisual-capture solution due to Uber's newfound commitment to the dashcam program. Ms. Payne also explained on the call that Uber purportedly was unable to demonstrate that Grip's solution increased in-ride safety, despite the positive feedback from the pilots.

68. Shocked by Uber's about-face on the question of hardware versus software solutions, Grip continued reaching out to Uber seeking clarity about its decision and even proposed

alternative options for a continued partnership. For example, in a January 4, 2022 email to Andi Pimentel and Tania Pio, Ms. Kayyem explained that Grip was working on creating a bundled feature with dashcams to meet Uber’s purported desire to use dashcam-based technology.

69. Ms. Kayyem again followed up with Ms. Pimentel and Ms. Pio on February 16, 2022, reminding them that Uber’s internal survey of the pilot found that 83% of drivers felt safer when they had Grip’s video recording feature enabled. Ms. Kayyem added that Grip remained interested in integrating its software with Uber’s rideshare solution, which would help spur additional driver recruitment.

70. For months, Uber failed to respond to Grip’s communications. When Uber finally responded in May 2022, Uber reiterated that it would proceed with a dashcam program, which Ms. Pimentel described as a “Bring Your Own Dashcam” program.

71. Uber is the biggest player in the rideshare industry. Thus, Uber’s rejection of Grip’s software-based solution in favor of a dashcam program left Grip believing that its technology—the basis for its entire business model—was, for practical purposes, unmarketable.

72. At this point, talks between Uber and Grip ended, as Grip understood Uber’s communications to amount to representations that Uber was no longer interested in pursuing further collaborations with Grip or otherwise using Grip’s innovative solutions.

73. Yet, on May 23, 2022, an iOS developer intern at Uber accessed the pilot metrics that Grip provided to Uber during the pilots. Thus, upon information and belief, as of as late as May 2022, Uber was accessing, or otherwise still had access to, information shared with Uber by Grip, including but not limited to, Grip’s confidential and proprietary information related to its rideshare solution—all of which Uber was obligated to stop using after it ceased its relationship with Grip.

Uber Kids

74. In addition to Grip's partnership with Uber vis-à-vis the pilots, in or about late 2019, Grip and Uber entered into discussions surrounding another potential partnership that—while independent of the pilots—also related to Grip's proprietary audiovisual-capture solution.

75. Another focus of Grip's safety solution was improving safety for unaccompanied minors during rides. While Uber opted to not test certain of Grip's safety features related to this iteration of Grip's solution for the pilots, Uber was still interested in Grip's technological features related to unaccompanied minors using rideshares. Thus, while Uber was exploring and negotiating the Pilot Program with Grip, in December 2019, Ms. Payne introduced Grip to another Uber team, led by Bob Cowherd, working on a similar rideshare for minors project, known as "Uber Kids."

76. Uber informed Grip that Grip's confidential information was protected by existing non-disclosure agreements between the parties, including the May 2019 non-disclosure agreement.

77. Over several months, Grip communicated with the Uber Kids team to determine whether a partnership was viable. To further these discussions, Grip provided Uber with confidential and proprietary information and know-how related to Uber's requirements for the project, as well as Grip's audiovisual-capture solution. For example, Mr. Cowherd met with Grip personnel, including Ms. Kayyem, Mr. Emmons, Mr. Khan, and Mr. Steve Johnson, to discuss the Uber Kids project. This meeting occurred on February 26, 2020. At this meeting, the parties had a technical discussion regarding Grip's technology, and Grip provided Uber with confidential and technical information related to, *inter alia*, encryption, audio/video encodings, and audio/video broadcasting. The parties also discussed a timeline for the project.

78. The confidential information Grip provided to Uber for the "Uber Kids" project also included SDK documentation that comprised confidential and proprietary technical

information related to implementing Grip’s audiovisual-capture solution, including, but not limited to, technical information related to implementing a number of proprietary capabilities that would be crucial to the success of the Uber Kids project. Grip also provided Uber information and know-how related to techniques for implementing Grip’s solution in iOS with other apps in the background; a process flow for initiating recording and establishing a connection between driver and parent applications; system architecture; and methods and techniques for encrypting video files captured using Grip’s solution.

79. Given Grip’s successful collaboration with Uber for the pilots, Grip was also optimistic about establishing a partnership for the Uber Kids project. But suddenly on May 18, 2020, Bob Cowherd informed Grip that Uber had terminated the Uber Kids project and that he was leaving Uber.

Uber Launches Its Own Video-Recording Feature Employing Grip’s Trade Secrets

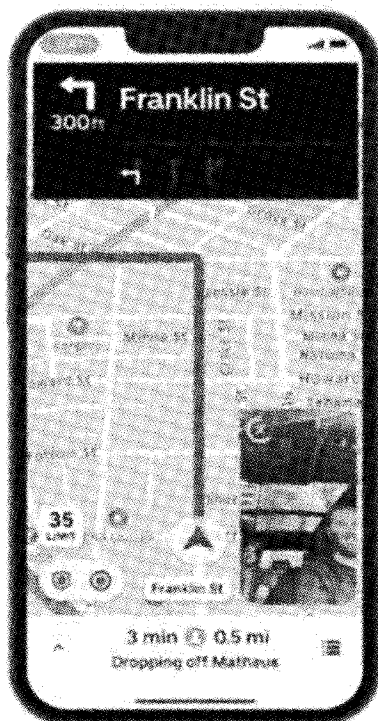
80. Just five months after Pimentel’s declaration that Uber would proceed with a dashcam-based system, in October 2022, Uber announced that it was launching a new in-ride, video-recording function that does not require the use of dashcams. Uber dubbed this product the “Record My Ride” feature, noting that the feature “can be set up in seconds in Uber’s Driver app” and does not require a dashcam. The announcement also explained that dashcams “can require extensive setup and can come with a hefty price tag.”⁴

81. This announcement came as a shock to Grip because the feature did not include the use of dashcams, despite the representations Uber made to Grip that it would pursue dashcam-based options instead of in-app solutions. Uber’s public suggestion that dashcams were inferior to

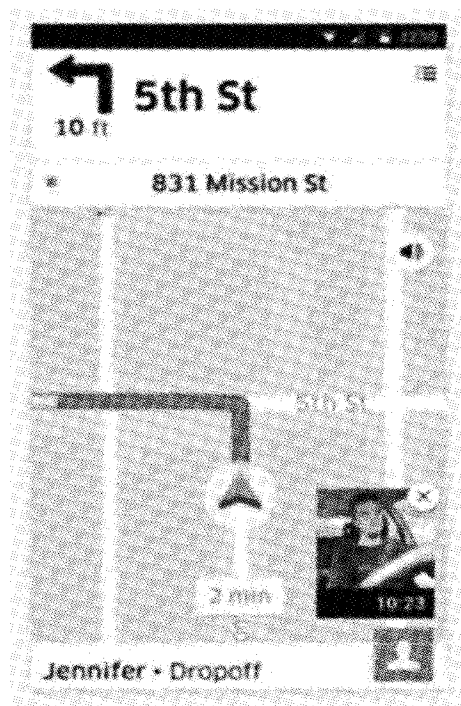
⁴ Sachin Kansal, “Only on Uber: safety in the driver’s seat,” UBER (Oct. 27, 2022), <https://www.uber.com/newsroom/safety-in-the-drivers-seat/>.

an in-app video-recording platform was equally surprising to Grip given Uber’s rejection of Grip’s solution, which was purportedly made on the grounds that a dashcam solution would be better.

82. The design that Uber rolled out for its “Record My Ride” program bears striking resemblance to Grip’s Sentinel app’s design. For example, both solutions use in-app video recording designed to record rides using the driver’s front-facing camera, and both present a “video preview” that allows drivers to view their recordings during the ride:



Uber’s Record My Ride Feature



Grip’s Sentinel Application

83. Both solutions also implement start/stop functionality, through which recording automatically starts upon passenger pickup and ends at drop off.

84. Before Grip’s collaborations with Uber, Uber, which had been in business since 2009, had no features like this.

85. In October 2022, Uber claimed to have been working on its Record My Ride feature “for a few quarters.”⁵ This timeframe overlaps with the timeframe in which Grip was providing Uber with its confidential and proprietary information containing Grip’s trade secrets. Sachin Kansal, who is now the Vice President for Product Management for all of Uber, made this representation publicly and also said that when video is being recorded, “there is an additional motivation for everyone to be on their best behavior.”⁶ He personally tested the Sentinel application during the pilots.

86. Despite Uber’s false representations that it could not verify that Grip’s solution improved ride safety, following Uber’s launch of the Record My Ride feature, Ms. Payne stated, “Recording can just improve and make interactions on the Uber platform a little bit more comfortable because everyone knows that they’re going to be held accountable for their actions.”⁷ And Mr. Kansal further stated: “We’ve seen many instances where this technology has helped us determine the best course of action after a safety incident.” Mr. Kansal did not describe the “many instances,” but having admitted working on a product for a few quarters, it is clear that Mr. Kansal was referring to documented safety incidents that occurred during the pilots.⁸

87. Uber also initially launched the Record My Ride feature mainly in Brazil, the same place Grip ran its pilot with Uber, even though Brazil is just one of over 70 countries in which

⁵ The RideShare Guy, “Uber to Start Recording Audio and Video of Your Rides?,” YOUTUBE, <https://www.youtube.com/watch?v=dPKgRtnQres> at 2:00–2:32.

⁶ *Id.*

⁷ Amanda Maile, “Uber drivers will make fewer left turns, be able to video record for safety,” ABC7 CHICAGO (Oct. 27, 2022), <https://abc7chicago.com/uber-drivers-will-make-fewer-left-turns-be-able-to-video-record-fo/12387536/>.

⁸ Jessica Bursztynsky, “Uber releases new driver safety features, including video recording test,” FastCompany (Oct. 27, 2022), www.fastcompany.com/90802419/uber-releases-new-driver-safety-features-including-video-recording-test.

Uber operates. And upon information and belief, Ms. Payne, who was closely involved in the pilots, oversaw the rollout of the Record My Ride feature in Brazil. After conducting more pilots of video and audio recording in various U.S. cities, Uber has since rolled out the Record My Ride audio/video recording feature in many major metropolitan cities in the U.S.⁹

88. Given the similarities between Grip’s technology and Uber’s offerings, as well as the timeline during which Uber created and launched Record My Ride, it is evident that Uber obtained Grip’s confidential and proprietary information comprising its trade secrets with the intent to create its own derivative work. Thus, Uber acquired Grip’s trade secrets through misrepresentations.

89. Uber also represented in a letter to Grip, dated January 13, 2023, that the “Uber engineering team that built the APIs used with Sentinel is a different engineering team than the Uber team that built in-app audio recording and [Record My Ride].” Thus, upon information and belief, Uber and Uber Brazil disseminated Grip’s trade secrets to Uber personnel, including the Uber team that built in-app audio recording and Record My Ride, who were neither involved in the pilots, the Uber for Kids project, nor any other business dealings with Grip (the “unauthorized Uber personnel”), without Grip’s knowledge or consent, and in violation of agreements with Grip. These unauthorized Uber personnel knew or should have known that Uber acquired and distributed these trade secrets through improper means. These unauthorized Uber personnel also knew or should have known that these trade secrets were acquired through Uber and Uber Brazil personnel who owed a duty to Grip to limit the acquisition, disclosure and use of Grip’s trade secrets. Uber

⁹ Sachin Kansal, “Only on Uber: safety in the driver’s seat,” UBER NEWSROOM (Oct. 27, 2022), <https://www.uber.com/newsroom/safety-in-the-drivers-seat>; Dara Khosrowshahi, “Only on Uber: Becoming the best – and fairest – platform for flexible work,” UBER NEWSROOM (Nov. 13, 2023) <https://www.uber.com/newsroom/onlyonuber23>.

thus breached its confidential relationship with Grip, as well as its duty to limit the acquisition, disclosure or use of Grip's confidential and proprietary information comprising its trade secrets. For this additional reason, Uber acquired Grip's trade secrets through improper means.

90. Moreover, upon information and belief, Uber and/or Uber Brazil reverse-engineered Grip's APKs without consent solely to obtain the underlying source code, software design, and/or algorithms, for Grip's innovative capabilities—each of which constitutes a trade secret. Thus, Uber, either through impermissible reverse engineering of Grip's APKs, or through acquisition after Uber Brazil's impermissible reverse engineering of Grip's APKs, acquired Grip's trade secrets through improper means.

91. Upon information and belief, Uber then used Grip's improperly acquired trade secrets to create and implement its Record My Ride feature.

92. Upon information and belief, neither Uber nor Uber Brazil implemented a clear firewall between its Record My Ride team and the team working with Grip on the pilots.

93. Upon information and belief, Uber is still testing its Record My Ride video-capture feature in cities throughout the United States and Brazil, without Grip's consent.

Uber Launches an Uber for Teens Feature Employing Grip's Trade Secrets

94. As described above, over the course of their business relationship, Grip provided Uber with various iterations of its APKs that comprised the executable files comprising the compiled code for many of Grip's safety features.

95. Grip was in possession of the technology and know-how related to all the capabilities above before entering into any business relationship with Uber.

96. In May 2023, Uber announced the launch of “Teen accounts on Uber” (“Uber for Teens”).¹⁰ Uber has launched this program in various jurisdictions, including Boston, Worcester, and Western Massachusetts.

97. Upon information and belief, the Uber for Teens feature employs at least Grip’s proprietary capabilities, techniques, and process flows that Grip shared with Uber pursuant to agreements between the parties.

98. Upon information and belief, and in view of the similarities between Grip’s technology and Uber’s offerings, as well as the timeline over which Uber created and launched Uber for Teens, Uber obtained Grip’s confidential and proprietary information comprising its trade secrets, with the intent to create its own derivative work. Thus, Uber acquired Grip’s trade secrets through improper means, including through misrepresentations and fraud.

99. Upon information and belief, Uber also disseminated Grip’s trade secrets to Uber personnel, including the Uber team that built Uber for Teens, who were neither involved in the pilots, the Uber for Kids project, nor any other business dealings with Grip, without Grip’s knowledge or consent, and in violation of Uber’s agreements with Grip. These unauthorized Uber personnel knew or should have known that Uber acquired these trade secrets through improper means. These unauthorized Uber personnel also knew or should have known that these trade secrets were acquired by Uber personnel who owed a duty to Grip to limit the acquisition, disclosure and use of Grip’s trade secrets. Uber thus breached the duties of confidentiality it owed to Grip, as well as its duty to limit the acquisition, disclosure, or use of Grip’s confidential and proprietary information comprising its trade secrets. For this additional reason, Uber acquired Grip’s trade secrets through improper means.

¹⁰ “Teen accounts on Uber,” UBER, <https://www.uber.com/us/en/ride/teens/>.

100. Moreover, upon information and belief, Uber reversed engineered Grip's APKs, without consent and in violation of the parties' agreements, for the sole purpose of obtaining the underlying source code, software design, and/or algorithms, for Grip's innovative capabilities described above, each of which constitutes a trade secret. Thus, Uber, through impermissible reverse engineering of Grip's APKs, improperly used Grip's trade secrets.

101. Upon information and belief, Uber then used Grip's improperly acquired trade secrets to create and implement Uber for Teens.

102. Upon information and belief, Uber is still employing its Uber for Teens feature in at least the United States, including Massachusetts, without Grip's consent.

The Confidential Information and Know-How Grip Provided to Uber for the Pilots and Uber Kids Project Comprise Plaintiff's Trade Secrets

103. The confidential and proprietary information and know-how that Grip provided to Uber and Uber Brazil over the course of the parties' business relationship comprise Grip's trade secrets.

104. At all times, Grip took reasonable measures to protect this information and know-how from entering the public domain, or from otherwise being readily ascertainable by proper means.

105. In addition, this information and know-how provided, and still provides, actual and potential economic advantage from not being known, or readily ascertainable through proper means, by others who might obtain economic advantage from its acquisition, disclosure, or use. For example, Grip acquired its technical trade secrets through years of costly and intensive research and development. Grip licensed its technology to Uber only under agreements with confidentiality provisions, and Uber was willing to pay for access to that technology and information because it is not generally known or readily ascertainable through proper means.

Further, and as described below, Grip's business was destroyed by Uber's rejection of Grip and Uber's use of a copy-cat solution.

COUNT I
(Fraud)

106. Grip incorporates by reference the above paragraphs as if fully stated here.

107. Uber is liable for fraud because it committed false representations of matters of material fact with knowledge of their falsity for the purpose of inducing action thereon and because Grip relied on those false representations and acted on them to its detriment.

108. Uber's misrepresentations related to two primary topics: (1) its interest in the functionality of Grip's solution, and (2) Uber's beliefs about the use of dashcams.

109. Uber repeatedly expressed false interest in licensing or acquiring Grip's solution by asking questions and requesting data from Grip. While the questions and requests for data were ostensibly about assessing the viability of a long-term business relationship between Uber and Grip, in reality, they were aimed at extracting from Grip sufficient know-how so that Uber could create its own copy-cat solution.

110. Each of the requests from Uber for technical information about Grip's solution was a false expression of interest intended to induce Grip to provide Uber with the know-how necessary to enable Uber to create its own copy-cat solution.

111. Grip acquiesced to those requests, providing Uber with all of the requested answers and data, because it reasonably believed that Uber was expressing genuine interest in working with Grip. This caused damage to Grip by enabling Uber to create a copy-cat solution that cut Grip out of the picture and cost Grip the opportunity to have a long-term lucrative business relationship with Uber or other rideshare companies.

112. After Grip expended time, energy, and effort to develop its technology and later implement that technology for the pilots, Uber informed Grip that it intended to proceed with a dashcam-based solution, instead of Grip's audiovisual-recording solution. Uber made this representation to Grip knowing it was false.

113. Specifically, on December 1, 2021, Uber's Tania Pio falsely represented that Uber intended to pursue a dashcam-based audiovisual recording solution when it in fact intended to roll out its copy-cat in-app solution. Uber's Rebecca Payne repeated that same false representation in calls with Grip on December 8, 2021 and December 20, 2021. Ms. Payne also falsely represented during the December 20, 2021 call that it would proceed with a dashcam program. And in May 2022, Andi Pimentel, Chief of Staff to Uber's CEO, reiterated to Grip that it would proceed with a dashcam program, which Pimentel described as a "Bring Your Own Dashcam" program.

114. Each of these statements was false: just months later, Uber rolled out the "Record My Ride" feature and "Teen accounts on Uber" programs, both of which copy significant aspects of Grip's solution and neither of which uses dashcams. Uber's statement that it could not verify that Grip's solution made rides safer was also false, as shown by Uber's promotion of Record My Ride (which Uber claimed had been tested for a "few quarters") and "Teen accounts on Uber" as a feature that "helps parents and caretakers move teens safely."

115. Uber's knowing misrepresentations about its intentions for dashcam solutions were material in that they spoke directly to the marketability of Grip's products.

116. Uber made these misrepresentations to induce Grip into believing that its product was not marketable so that Grip would abandon its ongoing work and improvements to its app-based solution.

117. Grip relied on those misrepresentations by ceasing to market its solutions to Uber and other potential partners and, more generally, by slowing down its business. Uber's false representation that Grip's solution did not satisfy the needs of the largest rideshare company in the world stalled Grip's capacity to raise investor funds because most investors perceived Uber's halting the pilots as a sign that Grip's solution was flawed. Given Uber's initial representations that it was strongly opposed to the use of dashcams, Grip too reasonably interpreted Uber's purported decision to abandon in-app solutions in favor of the use of dashcams as a sign that Uber perceived some major flaw in Grip's solution that made the product untenable and Uber had no software alternative.

118. Grip's reliance on Uber's misrepresentations led to Grip's loss of lucrative business relationships with Uber and others.

119. As a direct and proximate result of Uber's actions, Grip has suffered and will continue to suffer substantial damages.

COUNT II
(Negligent Misrepresentation)

120. Grip incorporates by reference the above paragraphs as if fully stated here.

121. Uber negligently misrepresented material information to Grip about its business.

122. Grip reasonably and justifiably relied upon Uber's representations, which caused Grip to suffer damages.

123. Uber failed to exercise reasonable care or competence in obtaining or communicating this information to Grip.

124. As a direct and proximate result of Uber's actions, Grip has suffered and will continue to suffer substantial damages.

COUNT III
(Violations of G.L. c. 93A §§ 2, 11)

125. Grip incorporates by reference the above paragraphs as if fully stated here.

126. At all relevant times, Uber was and is engaged in trade or commerce as defined by G.L. c. 93A, § 1(b).

127. The conduct of Uber, as stated herein, constitutes unfair and deceptive acts or practices in violation of G.L. c. 93A, §§ 2 and 11.

128. In addition to its other unscrupulous actions, including as set forth above, upon information and belief, Uber represented that it was interested in partnering with Grip in order to license or acquire Grip's technologies and expertise, thereby inducing Grip to provide Uber with a critical mass of information and enabling Uber to create a copy-cat version of Grip's technologies and expertise without remuneration.

129. Uber's unfair and deceptive acts or practices occurred primarily and substantially within the Commonwealth of Massachusetts.

130. As a direct and proximate result of Uber's actions, Grip has suffered and will continue to suffer substantial damages, including but not limited to revenue that it should have received from Uber or any other company that may have chosen to license its technologies or otherwise partner with Grip. Grip also lost novel intellectual property that Uber has now claimed as its own by launching copy-cat solutions in the form of the Record My Ride and Uber for Teens features.

COUNT IV
(Conversion)

131. Grip incorporates by reference the above paragraphs as if fully stated here.

132. Uber intentionally and wrongfully exercised control or dominion over Grip's intellectual property in which Grip had an ownership interest at the time.

133. Upon information and belief, Uber also downloaded Grip's intellectual property onto physical devices, thereby converting intangible property into tangible property.

134. Uber's conversion of Grip's confidential and proprietary information damaged Grip.

135. Upon information and belief, Uber employees or agents gained access to Grip's intellectual property and downloaded it onto Uber's hard drives or flash drives, printed it and/or made other physical copies of it.

136. By converting Grip's intellectual property without authorization or recompense, Uber damaged Grip.

137. Additionally, Uber's conversion of Grip's intellectual property prevented Grip from marketing its technology to another rideshare or taxicab provider as a novel product.

138. As a direct and proximate result of Uber's actions, Grip has suffered and will continue to suffer substantial damages

COUNT V
(Violation of G.L. ch. 93 §§ 42–42G)

139. Grip incorporates by reference the above paragraphs as if fully stated here.

140. Grip owns valuable trade secrets related to an innovative audio/video-capture solution.

141. Uber used improper means to acquire Grip's trade secrets related to this solution, including but not limited through its:

- a) misrepresentations;
- b) breaches of a confidential relationship;

- c) breaches of its duties to limit acquisition, disclosure, and use of Grip's trade secrets; and
- d) impermissible reverse engineering of Grip's technologies, IP and expertise.

142. Uber misappropriated Grip's trade secrets by having unauthorized employees acquire them without Grip's express or implied consent.

143. These unauthorized employees knew or should have known at the time of disclosure that Grip's trade secrets were acquired (a) by improper means and/or (b) through Uber and/or Uber Brazil personnel who owed a duty to Grip to limit the trade secrets' acquisition, disclosure and use.

144. Uber also misappropriated Grip's trade secrets by disclosing and using Grip's trade secrets without Grip's express or implied consent, including after obtaining Grip's trade secrets through improper means and/or knowing (or having had reason to know) that Uber obtained the trade secrets through (a) improper means and/or (b) through Uber and/or Uber Brazil personnel who owed a duty to Grip to limit the trade secrets' acquisition, disclosure and use.

145. As a direct and proximate result of Uber's actions, Grip has suffered and will continue to suffer substantial damages.

COUNT VI
(Unjust Enrichment)

146. Grip incorporates by reference the above paragraphs as if fully stated here.

147. Grip conferred a benefit on Uber by providing Uber with technological capabilities, expertise and technical details regarding its proprietary and confidential technologies and processes.

148. Uber knew it was receiving a benefit from Grip as, over the course of its relationship with Grip, Uber repeatedly requested additional information about Grip's proprietary and confidential technologies and processes.

149. Uber retained the benefit of the Grip's technological capabilities and expertise that Grip shared with Uber under circumstances which make that retention inequitable. Specifically, Uber unjustly enriched itself by marketing its copy-cat solution as its own and profiting from the increased number of drivers and riders that are expected to result from the safety features of Grip's product, as evidenced by the survey results from the pilots and Uber's use of proprietary information in deciding to expand its usage in the United States.

150. As a direct and proximate result of Uber's actions, Grip has suffered and will continue to suffer substantial damages and Uber will continue to be unjustly enriched.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Zemcar Inc. d/b/a/ Grip Mobility Co. respectfully asks this Honorable Court to:

- a) enter a judgment in favor of Plaintiff and against the Defendant on all Counts prayed herein;
- b) find that Defendant willfully and knowingly engaged in unfair methods of competition and unfair or deceptive acts or practices;
- c) find that willful and malicious misappropriation exists;
- d) award Plaintiff damages, together with pre- and post-judgment interest, in an amount to be proven at trial;
- e) award Plaintiff not less than two, nor more than three times, the compensatory money damages awarded as provided by G.L. c. 93A;

f) award Plaintiff reasonable royalty damages to compensate for Defendant's misappropriation and other unfair and deceptive business practices;

g) award Plaintiff exemplary damages in an amount not exceeding twice any compensatory money damages awarded for misappropriation as provided by G.L. c. 93A § 42B;

h) award Plaintiff restitution for Defendant's unjust enrichment;

i) enjoin Defendant and its officers, agents, servants, employees, and attorneys as well as all other persons who are in active concert or participation with any of them from continuing to violate Plaintiff's rights and to use Plaintiff's confidential and proprietary information;

j) award Plaintiff its costs and reasonable attorneys' fees for having to litigate this action; and

k) award such other and further relief as this Court deems just and proper.

JURY DEMAND

Plaintiff hereby claims and demands a trial by jury on all claims so triable.

Dated: June 7, 2024

/s/ Benjamin L. Hincks

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COUNSEL FOR PLAINTIFF
Zemcar Inc. d/b/a Grip Mobility Co.

EXHIBIT 1

UBER

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this "**Agreement**") is made as of May 21, 2019 ("**Effective Date**") between **Uber Technologies, Inc.**, a Delaware corporation, 1455 Market Street, Suite 400, San Francisco, CA 94103 ("**Uber**"), and Grip Mobility, a(an) ("**Company**"). In order to pursue a mutually beneficial potential business opportunity ("**Purpose**"), Company and Uber recognize a need to disclose certain confidential information, and to protect such information from unauthorized use and disclosure. The parties agree:

1. "Confidential Information" means any non-public information of a party or its affiliates that is disclosed or otherwise made available by or on behalf of such party or its affiliates ("**Disclosing Party**") to the other party ("**Receiving Party**"), before or after the Effective Date and whether orally, visually, in writing or in any other form, including, without limitation, the existence and terms of this Agreement and information about the Disclosing Party's technology, products, properties, employees, finances, businesses and operations. Confidential Information includes all notes, analyses, compilations, interpretations or other documents prepared by or for the Receiving Party, to the extent they contain, reflect or are based upon the Disclosing Party's Confidential Information. "**Representative**" means a Receiving Party, its controlled subsidiaries, and their respective officers, directors, employees, consultants and agents. Neither Party shall disclose or otherwise make available any personally identifiable information or protected health information under this Agreement.

2. The obligations set forth in Section 3 will not apply to Confidential Information that: (i) is or becomes generally available to the public, through no act or omission of the Receiving Party or its Representatives; (ii) was already known by the Receiving Party without any obligation of confidentiality; (iii) is lawfully disclosed by a third party to the Receiving Party without any obligation of confidentiality; or (iv) the Receiving Party independently develops without use of, or reference to, the Disclosing Party's Confidential Information.

3. Each Receiving Party shall: (i) maintain the Disclosing Party's Confidential Information in strict confidence using the same degree of care that it uses with regard to its own information of like nature, but never less than a reasonable degree of care; (ii) not disclose or make available such Confidential Information except as authorized herein; and (iii) not use such Confidential Information other than for the Purpose. A Receiving Party may disclose the Disclosing Party's Confidential Information only to its Representatives who need to know for, and only as necessary to pursue, the Purpose, provided that: (a) each Representative is bound by written obligations of confidentiality (including, without limitation, non-use and non-disclosure) at least as protective of the Disclosing Party's obligations contained herein and (b) the Receiving Party informs its Representative of the confidential nature of the Confidential Information. Each Receiving Party is responsible for its Representatives' breach of or non-compliance with this Agreement.

4. A Receiving Party may disclose the Disclosing Party's Confidential Information as required by applicable law or regulation, provided that the

Receiving Party, to the extent legally permissible, gives the Disclosing Party written notice of such required disclosure and reasonably assists the Disclosing Party in protecting, preventing or limiting such disclosure at the Disclosing Party's expense. The Receiving Party shall only disclose that portion of the Disclosing Party's Confidential Information as legally required for disclosure, and shall exercise all reasonable efforts to receive confidential treatment for such Confidential Information.

5. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". All Confidential Information remains the Disclosing Party's sole and exclusive property. Each Receiving Party acknowledges and agrees that nothing in this Agreement will be construed as granting any rights (including, without limitation, any patent, copyright or other intellectual property or proprietary right) to the Receiving Party, by license or otherwise, in or to any of the Disclosing Party's Confidential Information, except as expressly set forth in this Agreement.

6. Each Receiving Party acknowledges that the unauthorized use or disclosure of the Disclosing Party's Confidential Information would cause the Disclosing Party irreparable harm and significant damages. Accordingly, each Receiving Party agrees that the Disclosing Party may seek equitable relief in connection with any unauthorized use or disclosure of its Confidential Information, in addition to any other rights and remedies at law or otherwise.

7. This Agreement will remain in effect for three (3) years from the Effective Date. Receiving Party's obligations (including, without limitation, non-use and non-disclosure) under this Agreement shall continue for three (3) years from the Agreement's expiration. Neither party shall have any obligation to disclose any Confidential Information, enter discussions, or continue any arrangement or agreement relating to the Purpose or any other matter, except as agreed to in writing by the parties.

8. Upon the Disclosing Party's request, each Receiving Party will return, or at the Disclosing Party's election destroy, the Disclosing Party's Confidential Information and all copies thereof, including electronic, and, if requested by the Disclosing Party, shall certify in writing such return or destruction. Each Receiving Party may retain copies of the Disclosing Party's Confidential Information solely to the extent (i) required by applicable law or regulation or (ii) created by technical, automatic archiving or backup processes maintained in the ordinary course of business, provided that Receiving Party's obligations under this Agreement survive per Section 7 herein.

9. This Agreement will be governed and construed in accordance with the laws of the State of California without regard to its conflict of laws provisions. This Agreement is the complete and exclusive statement, superseding all prior agreements, understandings and communications, oral or written, regarding the subject matter of this Agreement between the parties. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent, any attempted assignment otherwise will be void. In a legal action to enforce this Agreement's terms, the prevailing party may seek attorney's fees and costs incurred therewith.

IN WITNESS WHEREOF, the parties hereto have executed this Mutual Non-Disclosure Agreement by their duly authorized officers or representatives.

UBER

Uber Technologies, Inc.

J K Fennell

By _____

J Kim Fennell

Printed Name

Head of Product Partnerships & US/CAN Bus Dev

Title

Grip Mobility

Juliette Kayyem

By _____

Juliette Kayyem
juliette@gripmobility.com

Printed Name

CEO

CEO

Title

EXHIBIT 2

Grip Mobility – Uber/Brazil Pilot Partnership

Executive Summary

This document summarizes the pilot partnership between Uber Technologies Inc. and Grip Mobility. Broadly, the goal of the partnership is for Grip Mobility to provide Uber with proprietary software aimed at increasing in-ride safety and security for Uber drivers and passengers. The Uber/Brazil pilot will focus on increasing driver safety in Brazil with in-ride video surveillance performed by a standalone Grip Mobility mobile application provided to selected Uber drivers. This application, lightly integrated with Uber via the Uber API, will enable in-ride audio/video capture from the driver's mobile device. It will provide both a record of and remote visibility into the in-ride experience as a means of increasing safety for drivers. Additionally, Grip Mobility It is expected that this pilot will launch before calendar year-end 2019 and proceed for no more than three months unless mutually agreed upon by both parties.

This pilot is being undertaken as an assessment by Uber whether to proceed with discussions with Grip Mobility to provide, on a longer-term basis, safety solutions for Uber's drivers and passengers in markets within Brazil and potentially other countries. Should the pilot be deemed successful, Uber and Grip Mobility will transition to a discussion of a commercial relationship for a broader rollout of in-ride safety solutions within or outside of the Brazilian market. Any relationship between the parties beyond this pilot will be formalized separately from the documents pertaining to this pilot (and will likely include additional functionality, such as integration within the Uber application, addition of a panic button to trigger manual audio/video upload by the driver, and so on).

Following are three exhibits covering the requirements and contracts terms for this pilot. It is expected that all will be discussed and finalized with Uber before work on the pilot begins:

- Exhibit A. Master Service Agreement (MSA)
- Exhibit B. Statement of Work (SOW)
- Exhibit C. Pilot Requirements Document
- Exhibit D. Data Processing Agreement

The primary points of contact for the pilot are Andrew Emmons, Head of Business Development at Grip Mobility, and Julia Rudge, Business Development at Uber.

EXHIBIT A. MASTER AGREEMENT FOR SERVICES

This MASTER AGREEMENT FOR SERVICES (“**Agreement**”), dated as of November 13, 2019, with its effectiveness period starting as of October 18, 2019 (“**Effective Date**”), is between ZEMCAR, INC., a Delaware corporation, d/b/a GRIP MOBILITY, and having an address at 30 Lee street, Cambridge MA 02139 (“**GRIP MOBILITY**”), and UBER DO BRASIL TECNOLOGIA LTDA., a limited liability company incorporated in accordance with Brazilian law, having an address at Avenida Juscelino Kubitschek, No. 1,909, suite 151, Vila Nova Conceição, São Paulo/SP, Brazil, ZIP CODE 04543-907 (“**CLIENT**”).

WHEREAS, GRIP MOBILITY is in the business of, among other things, providing various technology and licensing services, including safety and security, video monitoring, rideshare services, technical support, and certain professional services, including business analytics, that are related thereto;

WHEREAS, GRIP MOBILITY desires to provide and CLIENT desires to receive a certain portion of those services upon the terms and conditions set forth herein;

NOW THEREFORE, in exchange for good and valuable consideration, including but not limited to, the mutual promises contained herein, the parties agree as follows:

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

1. **Definitions.** Capitalized terms used in this Agreement not specifically defined in the body of the Agreement have the following meanings.
 - a. “**CSR**” means a customer service representative (business or technology team), engaged by GRIP MOBILITY to deliver the Services to CLIENT.
 - b. “**CLIENT Customers**” means the existing customers and/or potential customers/enrollees of CLIENT who contact GRIP MOBILITY CSRs for support under the Program.
 - c. “**CLIENT Materials**” means the data, information and materials, which CLIENT will deliver to GRIP MOBILITY in furtherance of the provision of Services.
 - d. “**SOW**” means a statement or work, which is incorporated into this Agreement, wherein the description of the Program, the specifications for the Services, the Fees for the Services, and such other relevant terms are described in detail.
 - e. “**Pilot Requirements**” means the detailed specifications of the Services, which is incorporated into this Agreement, wherein the operation, functionality, and objectives of the Services are described in detail.

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- f. **“Change Order”** means an order that is mutually executed by the parties detailing the changes in scope to the Services described in a SOW, and authorizing GRIP MOBILITY to proceed with the change(s).
- g. **“Event of Default”** means, except for a Payment Default, an event wherein a party breaches any of its material obligations under this Agreement, and after the non-breaching party has given the breaching party notice of such breach and demand for cure, such material breach is not cured in all material respects within thirty (30) days following the breaching party's receipt of written notice from the non-breaching party.
- h. **“Event of Force Majeure”** means a major cause beyond a party's reasonable control (and not involving any fault or negligence of the party affected) including, without limitation, acts of war, military operations, revolution, riots, civil commotions, acts of a public enemy, embargos, acts or omissions of government, telecommunications operators or administrators or other competent authorities, strikes, lockouts, boycotts, trade dispute or labor disturbance, fire, earthquakes, weather, drought, floods or other natural disasters, failures or shortages of power supplies, power outages, or difficulties, delays or failures in manufacture, production or supply by third parties of materials or equipment necessary to carry out this Agreement, or any similar causes beyond a party's reasonable control.
- i. **“Fees”** mean the fees charged by GRIP MOBILITY for the Services provided, as set out in the SOW or in any other document signed by both parties, which clearly records GRIP MOBILITY' charges.
- j. **“FTE”** means a full-time equivalent employee, which is one or more CSRs whose collective work-day comprises one full-time employee.
- k. **“Intellectual Property”** means any domestic or foreign letter patent, patent, patent application, patent license, software or know-how license, trade name, common law or other trademark, service mark, license of trademark, trade name and/or service mark, trademark registration and application, service mark registration and application, copyright registration and application, or trade secret.
- l. **“Uber-Grip Video Pilot”** means the contemplated video monitoring and review services described in detail in the Pilot Requirements and SOW.
- m. **“Live Date”** means, for any Program, the anticipated date GRIP MOBILITY' CSRs begin to interface with CLIENT Customers in a live production environment to provide and/or to perform the Uber-Grip Video Pilot and such other Services as are described in the SOW.
- n. **“Performance Standards”** means, for any Program, the operational metrics set forth in the SOW or SLA, or both.

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- o. **“Program”** means CLIENT’s specific program for which GRIP MOBILITY will provide Services, as it pertains to the specific video monitoring, technical support or other Services for which CLIENT has selected GRIP MOBILITY to perform Services, as described in the relevant SOW.
 - p. **“Services”** or **“Scope of Services”** means the services and the manner in which those services are to be provided by GRIP MOBILITY for the specific Program, as described more fully in the relevant SOW.
 - q. **“SLA”** means a service level agreement, which is incorporated into a SOW and this Agreement, wherein the Performance Standards and any Performance Incentive Plan associated with a Program are described in detail.
 - r. **“Start-up Period”** means, for any Program, the period beginning on the Live Date and continuing for a period of time mutually agreed upon by the parties and set forth in the SOW, to provide for a reasonable learning curve on the Program.
 - s. **“GRIP MOBILITY Materials”** means all underlying non-CLIENT specific training programs, software, scripts, systems, management systems, development tools, know-how, market research, methodologies, processes, technologies or algorithms and other intellectual property used by GRIP MOBILITY in order to perform and deliver the Services and/or produce the Work Product, which are based on the trade secrets or proprietary information of GRIP MOBILITY.
2. **The Services.** By execution of this Agreement, CLIENT appoints GRIP MOBILITY to perform the Services that are to be described in one or more SOWs that are executed by the parties.
- a. **SOWs.** Each SOW will contain, among other provisions, a statement incorporating by reference the terms and conditions of this Agreement; a detailed description of the Services; any Performance Standards expected to be achieved in connection with the Services; Fees for the Services; and such other provisions as may have specific relevance to the Services.
 - b. **Change Order Process.** The parties will mutually agree upon a process whereby changes to the Services may be made. The parties agree that no changes will be implemented without a fully executed Change Order and will use commercially reasonable best efforts to timely finalize the Change Orders that are in process and where time is of the essence. Upon execution of the Change Order, it will be deemed to be incorporated into the SOW and this Agreement.
 - c. **GRIP MOBILITY Warranties Regarding the Delivery of Services.** GRIP MOBILITY warrants that it will perform the Services with reasonable care, skill and diligence in accordance with the Performance Standards. GRIP MOBILITY

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does not warrant or represent that any Services will prevent any loss, including, but not limited to, loss by burglary, robbery, fire, medical emergency or environmental emergency. GRIP MOBILITY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. Fees, Invoicing and Payment Terms.

- a. **Fees.** CLIENT agrees to pay GRIP MOBILITY the Fees for the Services set forth in the SOW.
- b. **Invoice Issuance.** GRIP MOBILITY will issue written invoice(s) monthly to CLIENT for the Services. The parties will mutually agree upon the reasonable detail and categories of information to be contained in the invoices.
- c. **Payment Due Date.** Payment is due to GRIP MOBILITY within the period of time set forth in the SOW or, if not specified therein, within thirty (30) days after delivery of an invoice for Services that have been completed. No amount of any undisputed portion of an invoice shall be withheld from payment, for any reason whatsoever.
- d. **Invoice Dispute Process.** CLIENT must set forth in writing any amount(s) disputed in good faith and the basis or reason for the dispute in reasonable detail. Upon receipt of a notice of dispute, the parties will make reasonable, diligent, good faith efforts to resolve the dispute as soon as possible.
- e. **Payment Default.** The failure of CLIENT to pay any amounts not disputed by it in the manner required in subsection 3(c) [Payment Due Date] (or which have been resolved to be paid pursuant to subsection 3(d) [Invoice Dispute Process], within ten (10) days after written notice that the same is past due (or the date of resolution as applicable), will be deemed to constitute a “**Payment Default**,” giving GRIP MOBILITY the right to terminate this Agreement and/or any effected SOW in accordance with Section 10 [Term and Termination] and/or suspend the Services until payment is rendered in full.
- f. **Late Payment.** Without prejudice to any other rights or remedies available to GRIP MOBILITY hereunder, GRIP MOBILITY reserves the right to charge interest on any past due amounts hereunder at the lower of 1.5% per month or the maximum amount allowed by law, which interest shall be compounded monthly.
- g. **Taxes.** All amounts payable to GRIP MOBILITY hereunder are net of all taxes (other than taxes based solely on GRIP MOBILITY’ net income) however designated and levied by any state, local or government agency, and CLIENT agrees it shall be responsible for all such taxes.

4. CLIENT Materials. The parties will mutually agree upon the CLIENT Materials to be

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provided by CLIENT that are reasonably necessary to perform the Services. CLIENT understands and agrees that GRIP MOBILITY will rely upon the CLIENT Materials provided by CLIENT in preparing the SOW and providing the Services. As a result, GRIP MOBILITY will not be responsible, and CLIENT waives any and all claims against GRIP MOBILITY, for any delay, damage or loss that arises due to the inaccuracy or inadequacy of the CLIENT Materials.

5. **Basic Representations and Warranties.** Each party represents and warrants to the other that: (a) such party is duly organized, validly existing and in good standing under all applicable laws; (b) such party has the organizational power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement; (c) the execution, delivery and performance of this Agreement by such party have been duly authorized by all necessary organizational action, and this Agreement has been duly and validly executed on behalf of such party; and (d) this Agreement constitutes a valid and binding agreement of such party, enforceable against such party in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and similar laws affecting creditors' rights and remedies generally, and principles of equity generally applied.
6. **Compliance with Law.** Each party will perform will obtain and maintain in full force and effect, any permits, licenses, consents, approvals and authorizations necessary for the performance of its obligations hereunder as provided more fully herein. CLIENT shall be responsible for knowledge of, compliance with and providing direction to Supplier that is compliant with all laws that pertain to CLIENT's product and service offering and the manner in which CLIENT requests the Services be provided. GRIP MOBILITY may rely upon CLIENT's direction respecting how Services are to be provided.
7. **Results of an Event of Force Majeure.** GRIP MOBILITY obligation to provide Services shall be suspended (or reduced, as applicable) without GRIP MOBILITY being in breach of this Agreement during the period and to the extent that the performance of the Services are hindered or prevented by any Event of Force Majeure.
8. **Term and Termination.**
 - a. **Term of Agreement.** Subject to the parties' right to terminate this Agreement, the term will begin on the Effective Date and continue until the date that no SOW is in effect or contemplated to go into effect.
 - b. **Term of SOW.** The term specific to each SOW is set forth in the SOW.
 - c. **Termination of the Agreement.** This Agreement may be terminated only as follows:
 - i. in the event that no SOW is in effect or contemplated to go into effect, then either party may provide written notice to the other party and the Agreement will terminate as of the termination date provided in the notice

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of termination;

- ii. upon the occurrence of an Event of Default, then the non-breaching party may provide written notice to the breaching party and the Agreement will terminate as of the termination date provided in the notice of termination;
- iii. upon the occurrence of an Event of Force Majeure, if the Services are suspended for a period of longer than ten (10) consecutive days, then CLIENT may provide written notice to GRIP MOBILITY and the Agreement will terminate upon ten (10) days of GRIP MOBILITY' receipt of such written notice, unless GRIP MOBILITY is successful in resuming the Services within such ten (10)-day period.

- d. **Termination of any SOW.** The termination rights specific to each SOW are set forth in the SOW(s).
- e. **Payment of Outstanding Amounts Due.** With respect to any termination of the Services (regardless of the reason), CLIENT will pay to GRIP MOBILITY all amounts due for Services performed through the date that the notice of termination is provided in accordance with Section 3 [Fees, Invoicing and Payment Terms].

9. Treatment of Confidential Information. In connection with the performance of the Services (including all periods prior hereto during which proposals to perform the Services were being made and the Services were being evaluated), each of the parties has or may have disclosed, or will or may disclose to the other party certain confidential and/or proprietary information and materials, including, but not limited to, trade secrets, products or services, customers, business and marketing strategies, software programs, methods, inventions, processes and techniques and/or other information identified by the disclosing party as confidential and proprietary ("**Confidential Information**"). "**Disclosing Party**" means the party that discloses its Confidential Information to the Receiving Party; and "**Receiving Party**" means the party that receives the Confidential Information of Disclosing Party. With respect to CLIENT, Confidential Information includes the information contained in all databases developed and/or maintained by GRIP MOBILITY on behalf of CLIENT which relates to CLIENT's business and CLIENT Customers.

- a. Confidential Information does not include and the parties' obligations of non-disclosure do not cover information that:
 - i. is in the public domain or generally known at the time of disclosure to, or the time obtained by, the Receiving Party, or which, other than by reason of a breach by Receiving Party hereunder or any similar agreement, comes into the public domain or becomes generally known after the time of disclosure to, or the time obtained by, Receiving Party;
 - ii. Receiving Party can demonstrate was known to it prior to commencing

discussions with Disclosing Party concerning the Services;

- iii. Receiving Party can demonstrate was independently developed by it prior to commencing discussions with Disclosing Party concerning the Services; or is disclosed to Receiving Party by a third party who or which is under no legal or contractual obligation or restriction not to disclose same to Receiving Party.
- b. Except as set forth herein, Receiving Party shall not disclose to any person or entity any Confidential Information of Disclosing Party which is disclosed to, or is otherwise obtained by or becomes known to, Receiving Party. Receiving Party shall not use any Confidential Information of Disclosing Party for any purpose other than to perform its obligations or enforce its rights under this Agreement ("Permitted Uses").
- c. Receiving Party may disclose the Confidential Information of Disclosing Party only to those employees, agents, attorneys and advisors of Receiving Party who need to know such Confidential Information in order for Receiving Party to make use effectively of same for the Permitted Uses. Receiving Party shall be responsible for any unauthorized disclosure or use of Disclosing Party's Confidential Information by such employees, agents, attorneys or advisors.
- d. Receiving Party shall protect and maintain the confidentiality of the Confidential Information of Disclosing Party using at least the same level of care (but no less than reasonable care) that Receiving Party uses to protect and maintain the confidentiality of its own Confidential Information.
- e. As between Receiving Party and Disclosing Party, solely Disclosing Party owns all copyrights, trademarks, service marks, trade secrets, know-how and other intellectual property rights embodied or contained in, or constituting part of, Disclosing Party's Confidential Information.
- f. At the request of Disclosing Party during or upon termination of this Agreement, Receiving Party shall, as promptly as practicable, deliver to Disclosing Party all Confidential Information of Disclosing Party then in Receiving Party's possession or under Receiving Party's control or, in lieu thereof, Receiving Party may destroy all of its copies of such Confidential Information and certify to Disclosing Party in writing that such destruction has been accomplished; provided, however, in all events, Receiving Party may retain one copy of such Confidential Information solely for archival purposes and which may be used only to demonstrate what was received from Disclosing Party (or developed or maintained for Disclosing Party) in connection with any dispute regarding same which may arise.
- g. If Confidential Information is required by law to be disclosed, Receiving Party will provide Disclosing Party with timely notice so as to afford Disclosing Party an opportunity to seek an appropriate protective order if one is desired and

obtainable.

- h. In the event of a breach or threatened breach by Receiving Party of its obligations under this Agreement, in addition to any other rights or remedies under the law, Disclosing Party shall be entitled to seek from a court of competent jurisdiction injunctive relief (without being required to post bond or other security) to prevent or restrain, or limit the effects of, as applicable or appropriate, such breach or threatened breach.

10. Treatment of Personal Data. GRIP MOBILITY agrees to implement the legal, administrative, technical, physical and organizational privacy and security measures specified in Exhibit D.

11. Treatment of CLIENT Data.

- a. All data that is collected by GRIP MOBILITY through the provision of Services for CLIENT shall be deemed to be “**CLIENT Data.**” All CLIENT Data is, or will be, and will remain the property of CLIENT and will be deemed Confidential Information of CLIENT. Without CLIENT approval (in its sole discretion), the CLIENT Data will not be: (a) used by GRIP MOBILITY other than in connection with providing the Services, (b) disclosed, sold, assigned, leased or otherwise provided to third parties by GRIP MOBILITY or (c) commercially exploited by or on behalf of GRIP MOBILITY. GRIP MOBILITY hereby (and upon creation will be deemed to) irrevocably assigns, transfers and conveys, and will cause any GRIP MOBILITY CSRs or other of its personnel to assign, transfer and convey, to CLIENT without further consideration all of its and their right, title and interest in and to the CLIENT Data. Upon request by CLIENT, GRIP MOBILITY will execute and deliver, and will cause GRIP MOBILITY CSRs or its other personnel to execute and deliver any documents or take any other actions that may be necessary or desirable under any law to preserve, or enable CLIENT to enforce, its rights hereunder with respect to the CLIENT Data.
- b. **Data Security.** GRIP MOBILITY will establish and maintain safeguards against unauthorized access or alteration of the CLIENT Data in the possession of GRIP MOBILITY (“**Data Safeguards**”) that will be no less rigorous than those data security and retention policies used by GRIP MOBILITY in safeguarding its own data. In addition, GRIP MOBILITY shall: (a) require all of its personnel who assess CLIENT Data to enter a unique identification number and password prior to gaining access to the information systems; (b) control and track the addition and deletion of CLIENT Data by such personnel; and (c) control user access to areas and features of CLIENT’s systems as are mutually agreed to by the parties.
- c. **Correction of Errors.** GRIP MOBILITY will use reasonable efforts to promptly correct any errors or inaccuracies in the CLIENT Data and the reports delivered to CLIENT under this Agreement, to the extent caused by GRIP MOBILITY. At

CLIENT's request and expense, GRIP MOBILITY will promptly correct any other errors or inaccuracies in the CLIENT Data or such reports.

- d. **Return of Data.** Upon request by CLIENT at any time during the Term and upon expiration or termination of this Agreement, GRIP MOBILITY will: (a) promptly return to CLIENT, in the format that it was delivered to GRIP MOBILITY or the format stored and used by GRIP MOBILITY, all or any part of the CLIENT Data and (b) erase or destroy all or any part of the CLIENT Data in GRIP MOBILITY's possession, in each case to the extent so requested by CLIENT. Any archival tapes containing CLIENT Data will be used by GRIP MOBILITY solely for back-up purposes.

12. Intellectual Property Rights. In addition to the provisions regarding the treatment of CLIENT Data, the parties agree as follows with respect to their other Intellectual Property Rights:

- a. **Limited Use of Marks.** To the extent that either party provides to the other party the use of any of its trade names, trademarks, service marks, symbols and other proprietary marks ("**Marks**"), the providing party grants to the receiving party the limited and revocable right to utilize the Marks only for authorized purposes, only to the extent authorized, and only in the authorized manner specified.
- b. **Intellectual Property Rights.** Each party will retain all rights in any software, ideas, concepts, know-how, processes, development tools, techniques or any other proprietary material or information that it owned or developed prior to the date of this Agreement, or that it acquires or develops after the date of this Agreement without use or incorporation of the Intellectual Property of the other party.
- c. **Custom Technology Development.** The terms for any custom technology development performed under this Agreement by GRIP MOBILITY will be subject to mutual agreement in a separate SOW.
- d. **Third Party Software.** Any software of third party that it provided by one party to the other party ("**Third Party Software**") for purposes of providing the Services, in the case of GRIP MOBILITY or for purposes of accessing or using the Services, in the case of CLIENT, shall remain the Intellectual Property of the Third Party Software Provider, and the party providing access to such Third Party Software to the other party shall ensure that the other party has been granted sufficient rights to access such Third Party Software solely as reasonably necessary to provide the Services, in the case of GRIP MOBILITY or to access and/or use the Services, in the case of CLIENT.
- e. **New Materials.** Ownership of all new materials developed by GRIP MOBILITY during the Term of this Agreement in delivering the Services, solely or jointly with CLIENT, ("**New Materials**"), shall vest in and to GRIP MOBILITY, except as otherwise set forth in this Agreement or in a SOW of work governing the development of such New Materials; provided, however, GRIP MOBILITY

hereby grants to CLIENT and its subcontractors a limited, nonexclusive, royalty-free license to use the New Materials solely for the purposes accessing, receiving and/or using the Services of this Agreement.

13. Indemnification.

- a. **General.** Each party shall indemnify, defend and hold harmless the other party, its affiliates and their respective shareholders, partners, members, directors, officers, authorized representatives, employees, agents, successor and permitted assigns (collectively “associates”) from any and all third party claims, losses and threatened losses arising from or in connection with, or based on allegations: (i) arising out of or based on a material breach by the indemnifying party of this Agreement; (ii) on behalf of, or by any employee of the indemnifying party, provided such claim is related to such employee’s employment with the indemnifying party and not as a result of the other party’s wrongful acts or omissions; (iii) resulting from the indemnifying party’s willful misconduct or actionable wrong-doing; (iv) relating to the death or bodily injury of any agent, employee, customer, business invitee, or business visitor or other person caused by the tortious conduct of the indemnifying party; (v) the damage, loss or destruction or any real or tangible personal property caused by the tortious conduct of the indemnifying party; or (vi) asserting that an indemnifying party’s intellectual property, products or services, including hardware, software, or any combination thereof, or such party’s use, marketing or advertising thereof, constitutes an infringement of any patent, copyright, trademark, service mark, trade name, trade secret or other intellectual property or proprietary rights of any third party.
- b. **Additional Indemnification by CLIENT.** CLIENT shall indemnify, defend and hold harmless GRIP MOBILITY and its associates from any and all third-party claims, losses and threatened losses arising from or in connection with, or based on allegations which result or arise from (i) GRIP MOBILITY’s acts or omissions which are performed or omitted in a manner (A) consistent with the Scope of Services or (B) as directed or approved by CLIENT; or (ii) CLIENT’s product or service offerings, advertising and promotions or other business activities.

14. Limitations of Liability. Neither party will, under any circumstances, be liable or in any manner responsible to the other party, or to persons or entities claiming by, through or against the other party, for consequential, incidental, indirect or special damages of any kind of, or sustained by, the other party or any person or entity claiming by, through or against the other party or any third parties, even if such party is advised of the possibility of such damages. GRIP MOBILITY’s total liability to CLIENT under this Agreement or otherwise relating to the Services or the other transactions contemplated hereby: (i) will be limited to proven, actual, out-of-pocket expenses which are reasonably incurred and (ii) shall not exceed the fees received by GRIP MOBILITY over the 12-month period immediately preceding the date of the event giving rise to the liability. The limitations set forth herein apply to all liabilities of the parties, including either party’s liability under

Section 13 [Indemnification], but excluding liabilities arising from the parties' breach of this Agreement with respect to the other party's Confidential Information or Personally Identifiable Information or the infringement of the other party's intellectual property rights .

- 15. Insurance.** Prior to the commencement of Services to be performed hereunder and throughout the term of any SOW, each of the parties will procure and maintain at its sole expense commercially reasonable policies of insurance, including, but not limited to, worker's compensation, employer's liability insurance, comprehensive general liability insurance, and errors and omissions insurance. GRIP MOBILITY shall maintain at its expense: (a) Workers' compensation insurance, (b) Employer's Liability Insurance with coverage limits of not less than \$500,000 per occurrence and (c) Commercial General Liability Insurance with coverage limits of not less than \$1,000,000 per occurrence. If any of said insurance policies is to be canceled or changed by insured or insurer so as to affect the coverage required by this Agreement, at least ten (10) days prior written notice of such cancellation or change shall be sent to CLIENT at the address to which invoices are to be sent by GRIP MOBILITY. CLIENT may terminate this Agreement prior to the effective date of any such change.
- 16. Relationship Between the Parties.** GRIP MOBILITY warrants that it is engaged in an independent business and will perform its obligations under this Agreement and any applicable SOW as an independent contractor. GRIP MOBILITY is authorized to act as an agent of CLIENT only in so far as required for performance by GRIP MOBILITY of its obligations under this Agreement and any applicable SOW. CLIENT acknowledges GRIP MOBILITY CSRs may, in the performance of the Services defined in the SOWs and in accordance with scripts and other material provided or approved by CLIENT, identify themselves as representatives of CLIENT. CLIENT will not consider such representations as false or misleading statements, misrepresentations or statements likely to cause confusion with CLIENT. However, at no time shall GRIP MOBILITY represent to any third party that the scope of its agency extends beyond the scope of this Agreement or any applicable SOW. Persons employed by one party will be under the sole and exclusive direction and control of such party and will not be considered employees of the other party for any purpose. Nothing herein shall be deemed to create or establish between CLIENT and GRIP MOBILITY a partnership, joint venture, or a relationship or employer/employee, franchiser/franchisee, or principal/agent.
- 17. Subcontracting.** GRIP MOBILITY may subcontract any portion of the Services without CLIENT'S prior written consent. In no event will CLIENT'S consent to any subcontracting arrangement by GRIP MOBILITY relieve GRIP MOBILITY from its responsibility, obligations, commitments or any liability under this Agreement. In all cases, GRIP MOBILITY shall be responsible for the work and activities of each of its subcontractors.
- 18. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Brazil without regard to its choice or conflict of laws provisions. The Parties

hereby consents to the exclusive jurisdiction and venue in the courts of São Paulo, Brazil..

- 19. Cumulative Remedies.** Nothing herein limits a party from seeking all remedies at law, equity or statute, and such remedies will be cumulative.
- 20. Waivers.** Failure to enforce compliance with any term or condition of this Agreement will not constitute a waiver of such term or condition of this Agreement or the right to subsequently enforce such term or condition in the future.
- 21. Assignment.** Neither party may assign any of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other party.
- 22. Survival.** Any and all obligations under this Agreement, which, by their very nature should reasonably survive the termination or expiration of this Agreement, will so survive, including, but not limited to, those arising from the confidentiality provision of this Agreement.
- 23. Severability.** In the event that any provision of this Agreement is held or construed be invalid by any arbitrator or court having jurisdiction over disputes related to this Agreement or any applicable SOW, such provision will, if reasonable to do so, be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law or, if not reasonable to do so, be deemed to be excluded from this Agreement or any applicable SOW. In any event, all other provisions of this Agreement will remain in full force and effect.
- 24. Notices.** Any notice required hereunder shall be effective on its delivery date, addressed to the appropriate party at the following addresses:

To GRIP MOBILITY:	To CLIENT:
Address:	Address: Avenida Juscelino Kubitschek, No. 1,909, suite 151, Vila Nova Conceição, São Paulo/SP, Brazil, ZIP CODE 04543-907 E-mail: notificacoescontratuais-br@uber.com
Attention: Juliette Kayyem	Attention: Uber Legal Department

- 25. Amendments.** This Agreement, including any SOWs, Change Orders, SLA or any other exhibits or attachments, may not be modified except in writing signed by a duly authorized representative of the party to be charged.
- 26. Entire Agreement and Integration.** This Agreement, the SOW(s), and any exhibits and

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attachments thereto constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all prior agreements, discussions, proposals, representations or warranties, whether written or oral on this subject matter.

27. Execution and Transmission of Executed Agreement. This Agreement may be executed in multiple counterparts that together shall constitute one instrument. Copies of signed counterparts that are Faxed or transmitted electronically between the parties shall be deemed to be originals for purposes of establishing execution by either or both parties. This Agreement may be executed electronically with record of the transaction held electronically by either or both parties.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE EFFECTIVE DATE.

GRIP MOBILITY

**CLIENT: UBER DO BRASIL
TECNOLOGIA LTDA.**

Signed: *Juliette Kayyem*

Signed: *Apoena Becker*

Name: Juliette Kayyem

Name: Apoena E. de S. Becker

Title: CEO

Title: Director

Date: November 15, 2019

Date: November 13, 2019

Witnesses:

Signed: *Andrew Emmons*

Signed: *Julia Rudge*

Name: Andrew Emmons

Name: Julia Rudge

ID: Andrew Emmons

ID: 47.655.409-3

Date: November 13, 2019

Date: November 13, 2019

EXHIBIT B. STATEMENT OF WORK

This SOW specifies the overall scope of work to be provided to CLIENT, a detailed description of the Services, the Fees payable for the Services and any agreed upon Performance Standards for the Services.

CLIENT:	UBER
Effective Date of Master Services Agreement (“MSA”):	10/18/2019
Effective Date of SOW:	10/18/2019

1. Capitalized terms used herein not otherwise defined herein shall have the meanings set forth in the MSA.
2. **Description of the Program.** GRIP MOBILITY will provide audio and video recording services as a pilot program to CLIENT by developing a standalone app for such purpose. Services will include but are not limited to a standalone driver app for audio/video, storage, R&D, testing and support services. Detailed rollout plan, user experience, features and requirements covered in Pilot Requirements Document (Exhibit C).
3. **Term.** The term of this SOW (“**Initial Term**”) will commence on the SOW Effective Date and will continue for a period of 3 months. **Either party may terminate this SOW upon thirty days’ prior written notice to the other party.** This SOW may be terminated solely in accordance with the terms of the MSA or as otherwise provided for herein.
4. **Anticipated Key Dates.** The following are the anticipated key dates for the implementation of the Program (refer to schedule for specific dates):
 - a. **Development Start Date.** The parties anticipate that the first day of training for the Program will begin on or about November 4, 2019.
 - b. **Pilot Live Date – Phase I (Internal Pilot).** The parties anticipate that the Live Date will occur on November 7, 2019 as internal Uber employees begin testing the Grip Mobility software.
 - c. **Pilot Live Date – Phase II (External Pilot).** The parties anticipate that selected Uber drivers will begin piloting the Grip Mobility software approximately on November 21, 2019.
5. **Anticipated Ramp-up of the Program.** The parties will set forth the anticipated ramp-up of the Program in Rollout Plan below.
6. **Program Managers.** The following individuals will be responsible for communications on the Program (“**Program Managers**”). Program Managers will be responsible for managing communications between the parties to facilitate the successful delivery of the Program.

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GRIP MOBILITY Program Manager Contact Information	CLIENT Program Manager Contact Information
Andrew Emmons Tel: 781-608-3441 Email: andrew@gripmobility.com	Julia Rudge Tel: +55 11 94134 9210 Email: jrudge@uber.com

7. **Technology and Infrastructure.** The Services will be performed at the following GRIP MOBILITY managed cloud. It will include development, testing and live production environments. Any special CLIENT requirements for the Program will be set forth in Schedule 2 [Special CLIENT Requirements].

AMAZON WEB SERVICES CLOUD

The Parties agree that all intellectual property and/or proprietary rights over any custom technology development and New Materials created by GRIP MOBILITY, its subcontractors or its employees (solely or jointly with others) under the scope of this SOW are and shall be protected as a “work made for hire” and, as such, shall be and remain the sole and exclusive property of CLIENT. GRIP MOBILITY hereby irrevocably assigns, transfers and conveys to CLIENT all worldwide right, title and interest in and to the New Materials and all Intellectual Property therein, including the right to sue for past, present and future infringement thereof.

In case such New Materials incorporate any Third Party Intellectual Property rights, GRIP MOBILITY undertakes to provide CLIENT with a list of all such Third Party Intellectual Property rights and procure a license for CLIENT to use such Third Party Intellectual Property rights.

8. Resources.

GRIP MOBILITY will provide two dedicated deployment and trial resources, as well as a dedicated Team Manager and 10 development resources.

9. **Reporting.** GRIP MOBILITY will provide reporting as described in the Requirements Document at the specified time and frequency at no additional charge to CLIENT:

In the event that CLIENT requests and GRIP MOBILITY agrees to create additional reports or to customize its standard form of reports, such additional reporting or customization will be done in accordance with a Change Order.

10. SLAs and Performance Standards.

- a. **Pilot Period.** The Pilot Period will begin on the Live Date and continue for a period of time defined in the Rollout Plan section of the Requirements document.

During the Pilot Period, GRIP MOBILITY will work in good faith to achieve any preliminary Performance Standards that have been mutually agreed upon; provided, however that such preliminary Performance Standards shall not be otherwise binding upon the parties.

- b. **Development of Performance Standards.** The parties will work together in good faith to develop mutually agreeable preliminary Performance Standards for this Program. All Performance Standards will be measured on an average monthly basis.
- c. **Periodic Review of and Adjustments to Performance Standards.** The parties agree to meet frequently during the Pilot Period to discuss, review and make adjustments to the Performance Standards to ensure that such Performance Standards are capable of achievement, in light of the factors that are unique to the delivery of Services for the Program.
- d. **Root Cause Analysis and Improvement Plan.** In the event that any of the Performance Standards are consistently not achieved, the parties will engage in an analysis of such failure. Such analysis will include identification of the underlying root causes, and a plan for corrections and/or process improvements (“**Root Cause Analysis**”), within fifteen (15) days from the date of written notice from one party to the other party requesting a Root Cause Analysis. The parties will then work in good faith to implement such improvement plan and will monitor and evaluate the success of the plan, with the overall goal to achieve the Performance Standards or adjust them within a mutually agreeable timeframe to be set forth in the plan, taking into account the circumstances causing the failure to achieve the Performance Standard(s) at issue.
- e. **No Liability.** In no event will GRIP MOBILITY be liable to CLIENT if the failure to achieve a Performance Standard is caused by circumstances that are beyond GRIP MOBILITY’ reasonable control, including but not limited to, network or device constraints, driver fault or more, changes to the scope of the Services that require a reasonable period of time of adjustment (e.g., changes product change(s); Program change(s); script change(s); regulatory change(s), etc.); the failure of CLIENT to timely provide GRIP MOBILITY with CLIENT Deliverables; the inaccuracy of any such CLIENT Deliverables, the failure of CLIENT’s Systems; the acts and/or omissions of any third party vendors of CLIENT; to the extent that a Performance Standard is not reasonable or practical, given the parameters of the Program; to the extent that neither CLIENT nor any of its other vendors providing the same or substantially similar services are unable to achieve the Performance Standard under the same or substantially similar circumstances; for any Event of Force Majeure; or for any other reasons set forth in this SOW; and until the parties have in good faith: (i) engaged in the Root Cause Analysis, and (ii) undertaken in good faith the improvement plan described in this Section. In addition, to the extent that any of the circumstances excusing

liability occur for discreet periods of time, then the measurable periods of performance that were negatively impacted thereby shall be removed from all calculations used to determine monthly averages or other periods set forth in the SOW by which the Performance Standards are measured. Notwithstanding the foregoing, GRIP MOBILITY will use commercially reasonable efforts to meet mutually agreed upon Performance Standards whenever possible to do so.

- f. **Staffing.** CLIENT will be using a GRIP MOBILITY's dedicated service model. The staffing levels for each group will be mutually agreed upon as part of our forecasting process.
- g. **Preliminary Performance Standards.** The parties agree on the following Program objectives and goals on a monthly basis:

Video Service Level: During the pilot period, all video/audio from selected drivers is uploaded to cloud when driver phone is connected to WiFi network, provided that the driver has followed instructions to set up the Grip Mobility App. Grip Mobility is not responsible for failure to upload if the phone is stolen or damaged prior to WiFi connection. Additionally, still images or short video clips from the beginning of each pilot ride will be automatically uploaded to the cloud in real time.

11. Pricing Provisions.

Service	Rate	Definition
Custom Pilot Development	USD 50,000.00	Fixed fee for building the standalone Grip mobility audio/video app (with light Uber integration).
Travel Expenses	At Cost	Applies to CLIENT requested travel.

GRIP MOBILITY shall obtain approval from CLIENT prior to incurring travel expenses that GRIP MOBILITY requests to be reimbursed. If approved, CLIENT shall reimburse GRIP MOBILITY for such travel expenses provided that GRIP MOBILITY provides CLIENT with an itemised description of expenses claimed and receipts for such expenses.

12. Billing and Payments.

CLIENT will only be invoiced for the services detailed in this SOW once the services are fully rendered and contingent upon CLIENT's decision not to commence discussions of a longer-term

commercial relationship or failure to contract with Grip Mobility for remunerative services by March 31, 2020.

Any amounts due by CLIENT to GRIP MOBILITY shall be converted to Brazilian Reais (BRL) on the date of payment, based on the applicable currency exchange rate for that day.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS SOW #01 ON THE EFFECTIVE DATE.

GRIP MOBILITY, INC.

CLIENT:

Signed: *Juliette Kayyem*

Signed: *Apoena Becker*

Name: Juliette Kayyem

Name: Apoena E. de S. Becker

Title: CEO

Title: Director

Date: November 15, 2019

Date: November 13, 2019

Witnesses:

Signed: *Andrew Emmons*

Signed: *Julia Rudge*

Name: Andrew Emmons

Name: Julia Rudge

ID: Andrew Emmons

ID: 47.6554093

Date: November 13, 2019

Date: November 13, 2019

EXHIBIT C. PILOT REQUIREMENTS

This document describes the contemplated functionality to be provided by Grip Mobility to Uber for in-ride Audio/Video capture solutions. It includes the user experience and rollout plan for the initial Pilot and additional phases and technical requirements for mobile application.

Purpose

The purpose of this Pilot is to increase driver safety by capturing and recording audio, video from selected Uber rides in Brazil.

Supported Driver Phones

Android v.7+

Functionality

In order to reduce the need for white-label integration between Grip Mobility and Uber in the Pilot phase, Grip Mobility will build a separate, standalone application available for download by Pilot drivers and internal Uber employees. By using the Uber API to integrate the Grip Mobility app with Uber's driver app, Grip Mobility will enable the recording and uploading of audio and video captured via the driver's phone during selected Pilot rides.

Grip Mobility will record rides in full when the pilot drivers turn on the recording, with the audio/video encrypted and stored on the driver's phone within the Grip Mobility app (not yet accessible by the driver) until it connects to WiFi, at which time a batch upload to Grip Mobility cloud of all outstanding videos will automatically commence. (This will significantly reduce data charges to the driver as well as enhance the quality of the audio/video as the upload will take place over WiFi and will not depend on the phone's cellular connectivity.)

USER EXPERIENCE

In-Ride Driver Flow

- Pilot drivers will privately download the Grip Mobility application. Upon opening the Grip Mobility application, the driver will be prompted to enter their Uber driver app login credentials. Once they have logged into the Grip Mobility application via O-Auth, permission to access the phones' microphone, camera and location will automatically be requested. The driver must accept these requests. Such requirements must be informed to drivers in Grip's terms of service for the app.
- Once a driver has logged in and granted permissions to Grip Mobility they will be ready to begin using the app.

- When a driver begins a session (shift) with Uber, they will receive a push notification prompting them to turn on recording within the Grip Mobility application. At this point the driver can exit the app and freely switch to the Uber app and begin driving with Uber. The Grip Mobility app will continue to run and record in the background until the driver goes 'offline' in the Uber app for over 15 minutes, at which point Grip Mobility will automatically end recording. The driver will also have the option to manually turn off recording within the Grip Mobility app.
- The audio/video recording will take place in successive 10-minute segments.
- Grip Mobility will associate individual audio/video recording segments with specific rides based on ride start and end time after the Uber API shows ride is 'complete'.

Audio and Video Capture/Upload

- Up to 30 hours of in-ride audio and video recordings will be stored locally on the driver's phone until the device is connected to WiFi. Local recordings will be encrypted and unviewable by drivers.
- When the phone is connected to WiFi, all locally stored A/V recordings will automatically upload to the Grip Mobility cloud (this can be configured as a manual process if necessary).
- Once the locally stored videos have successfully uploaded via WiFi, they will automatically be deleted from the driver's phone.
- Loop recording will be used to minimize storage requirements on driver phone. In case of no WiFi availability, the oldest recorded video will be deleted and replaced with the newest. The app will calculate and notify drivers of available storage prior to loop.

Driver Access to Recordings

- Should a driver wish to access any recorded/captured media, they must request Grip Mobility the recording. Grip will only disclose a copy of the recordings to driver upon a valid court order.

Uber Access to Recordings

- Drivers and riders will use existing Uber support channels to request that Uber employees access and review media for specific rides.
- Once Uber has received a request from the driver and/or rider to review media for a specific ride, Uber will request the media from Grip Mobility directly. This request will include the driver ID, ride time and location, enabling Grip Mobility to quickly identify relevant media.
- Grip Mobility will share the media (riders' faces unblurred) directly with Uber via dropbox.

PILOT ROLLOUT SCHEDULE

Requirements and Grip Mobility Development: 3-4 weeks.

Phase 1 – Internal Pilot: 5-10 employees, 2 weeks (with Grip Mobility staff in Sao Paulo as requested by client).

Phase 2 – External Pilot: selected drivers (not to exceed 100), 2-6 weeks.

Discussion and assessment of results.

Tentative Dates (all dates subject to change)

Milestone 1: In-Ride Usability Test

- Test in-ride experience - recording, video upload, livestream trigger, etc.
- Present to Uber on 10/25/19.

Milestone 3: Feature Complete.

- All features completed on 11/4/19.

Launch to Uber employees: 11/7/19

- 2 week test period where we can make any changes/updates to the app.

Launch to Pilot Drivers: 11/21/19.

TECHNICAL REQUIREMENTS

Android

- Grip will provide a standalone Android app on the driver's phone as opposed to native integration within Uber. The driver will need to open the Grip app only once after download to provide permissions to the camera, location and microphone.
- Grip's app will send a push notification to drivers when they go online prompting them to start the A/V recording. When drivers go offline for over 15 minutes, the recording will automatically stop.
- The app will have a sign in page, where drivers can input their Uber login and password to log in.
- The app will have a welcome page for the driver with language provided by Uber. Grip will present a terms of service for the drivers' acceptance;
- The app will require permissions for video, audio and location from the driver.
- The name of the app will be Safety Camera, or something else entirely. The app will use a Safety Camera Logo.

- The app can be customized and privately downloadable only for Pilot drivers, or available on the app store
- The app will show a message that a ride is being recorded
- The app will stay on in the background and only begin recording when the driver manually presses the record button within the app.
- The app will continue to operate in the background and end the recording when the driver goes offline within the Uber app for over 15 minutes or when the driver turns off the recording manually.
- The app will record video and audio while other apps are running in the foreground. If a driver switches into an app which engages the camera or microphone (such as Facetime), then the audio and/or video feed will be paused.
- Audio and video will be stored on the driver's device in the Grip Mobility app. All media will automatically upload from the driver's device to the Grip Mobility cloud upon WiFi connection (this can be configured to a manual process if desired.) Local video on the driver device will be encrypted. Loop recording will be used to minimize storage requirements on driver phone. In case of no WiFi availability, oldest recorded video will be deleted and replaced with the newest. The app will calculate and notify drivers of available storage prior to loop.
- The Pilot will not include any customer (rider) facing technology.
- Nighttime video quality will be enhanced as much as possible based on the hardware capabilities of driver phones. We will continue to add more features aimed at enhancing nighttime video as quality as our partnership continues.
- Device requirement OS: Android 7+ Samsung, LG (Uber will provide primary list of device OEMs used by Drivers to be supported by Grip)

Integration, Testing, Deployment and Support

Grip Mobility will provide integration, testing, deployment and support for various phases of the Pilot based on the terms set out in the SOW. Uber will assign a POC who will provide support for running the trial and dealing with internal resource requirements for a successful trial. Grip Mobility will provide the software, assistance with integrating the software into the Uber platform, troubleshooting, and service.

EXHIBIT D. DATA PROCESSING AGREEMENT

AB JK

EXHIBIT 3



NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "**Agreement**") is made as of September 4, 2020 ("**Execution Date**"), between **UBER DO BRASIL TECNOLOGIA LTDA.**, a private legal entity enrolled before the National Taxpayers' Registry under No. 17.895.646/0001-87, headquartered in the city of São Paulo, State of São Paulo, at Av. Presidente Juscelino Kubitschek, No. 1909, cj. 121, 141 e 151, Vila Nova Conceição, Brazil, Zip Code 04543-907, and its Affiliates ("**Uber**"), and **ZEMCAR, INC.**, a Delaware corporation, d/b/a **GRIP MOBILITY**, with its principal place of business at 30 Lee Street, Cambridge, MA Cambridge MA 02139 ("**Company**"). Uber and Company intend to start discussions regarding a business opportunity of mutual interest (the "**Business Purpose**"). In connection with such discussions, Uber and Company recognize that there is a need to disclose certain Confidential Information, as defined below. In order to protect such Confidential Information from unauthorized use and disclosure, each party agrees to the following:

1. For purposes of this Agreement, the term "**Confidential Information**" means any non-public information of a party or any of its Affiliates that is disclosed or otherwise made available by or on behalf of one party or any of its Affiliates ("**Disclosing Party**") to the other party ("**Receiving Party**"), before or after the Effective Date and whether orally, visually, in writing or in any other form, including, without limitation, the existence and terms of this Agreement and information about the Disclosing Party's technology, products, properties, employees, finances, businesses and operations. Confidential Information includes all notes, analyses, compilations, interpretations or other documents prepared by or for the Receiving Party, to the extent they contain, reflect or are based upon the Disclosing Party's Confidential Information. The term "**Representative**" means a party's controlled subsidiaries, officers, directors, employees, consultants and agents. The term "**Affiliate**" means an entity that, directly or indirectly, controls, is controlled by or under common control with any party. Neither Party shall disclose or otherwise make available any personally identifiable information or protected health information in connection with this Agreement.

2. The Receiving Party shall: (i) maintain the Disclosing Party's Confidential Information in strict confidentiality using the same degree of care that it uses with regard to its own information of the same nature, but in no event less than a reasonable degree of care pursuant market best practices; (ii) not disclose or make available Confidential Information of the Disclosing Party except as authorized herein; and (iii) not to use any such Confidential Information other than for the Business Purpose. The Receiving Party may disclose the Disclosing Party's Confidential Information only to its Representatives who have a need to know for, and solely to the extent necessary to pursue, the Business Purpose, provided that: (a) each Representative is bound by written obligations of confidentiality (including, without limitation, with respect to non-use and non-disclosure) at least as protective of the Disclosing Party's Confidential Information as those contained in this Agreement; and (b) the Receiving Party informs each Representative of the confidential nature of the Confidential Information. The Receiving Party shall be responsible for any breach of or non-compliance with this Agreement by its Representatives.

3. The obligations set forth in Section 2 will not apply to Confidential Information that: (i) is or becomes generally available to the public, through no act or omission of the Receiving Party or its Representatives; (ii) was already known by the Receiving Party without any obligation of confidentiality; (iii) is lawfully disclosed by a third party to the Receiving Party without any obligation of confidentiality; or (iv) is independently developed by the Receiving Party without use of or reference to any Confidential Information of the Disclosing Party.

4. The Receiving Party may disclose the Disclosing Party's Confidential Information to the extent required by any applicable law or regulation, provided that the Receiving Party, to the extent legally permissible, gives the Disclosing Party advance written notice of such required disclosure and reasonably assists the Disclosing Party in protecting, preventing or limiting such disclosure at the Disclosing Party's expense. In any event, the Receiving Party shall only disclose that portion of the Disclosing Party's Confidential Information which, based on the reasonable advice of a counsel, is legally required to be disclosed, and shall otherwise exercise all reasonable efforts to receive confidential treatment for such Confidential Information.

5. All Confidential Information remains the sole and exclusive property of the Disclosing Party. The Receiving Party acknowledges and agrees that nothing in this Agreement will be construed as granting any rights (including, without limitation, any patent, copyright or other intellectual property or proprietary right) to the Receiving Party, by license or otherwise, in or to any Confidential Information of the Disclosing Party.

6. The Disclosing Party represents that all Confidential Information disclosed is provided "as is", so the Disclosing

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AEDSB

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JK



Party undertakes no obligation to develop, process or tailor such Confidential Information for any specific purpose of the Receiving Party.

7. The Receiving Party acknowledges that the unauthorized use or disclosure of the Disclosing Party's Confidential Information would cause the Disclosing Party to incur irreparable harm and significant damages, the degree of which may be difficult to ascertain. Accordingly, the Receiving Party agrees that the Disclosing Party will have the right to seek equitable relief in connection with any unauthorized use or disclosure of its Confidential Information, in addition to any other rights and remedies that it may have at law or otherwise.

8. This Agreement will remain in effect for a period of two (2) years from the Effective Date. Receiving Party's obligations of confidentiality (including, without limitation, with respect to non-use and non-disclosure) under this Agreement with respect to Disclosing Party's Confidential Information shall survive for three (3) years after the expiration of this Agreement. Neither party shall have any obligation to disclose any Confidential Information or to enter discussions relating to, or enter into or continue any arrangement or agreement relating to, the Purpose or any other matter, except as agreed to in writing by the parties.

9. Upon the Disclosing Party's request, and in any event, upon the expiration of this Agreement, the Receiving Party will return, or at the Disclosing Party's election destroy, all Confidential Information of the Disclosing Party and all copies thereof (including electronic copies), and, if requested by the Disclosing Party, shall certify in writing the completion of such return or destruction. Notwithstanding the foregoing, the Receiving Party may retain copies of the Disclosing Party's Confidential Information solely to the extent (i) required by applicable law or regulation, or (ii) created by technical, automatic archiving or backup processes maintained in the ordinary course of business, provided that, in each case, Receiving Party's obligations under this Agreement with respect to such Confidential Information shall survive indefinitely.

10. This Agreement will be governed and construed in accordance with the laws of Brazil and Parties elect the central of court of São Paulo to settle any dispute arising of this Agreement. This Agreement is the complete and exclusive statement regarding the subject matter of this Agreement and supersedes all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent, and any attempted assignment without such consent will be void. In any legal action instituted by either of the parties to enforce the terms of this Agreement, the prevailing party shall be entitled to seek its attorney's fees and costs incurred in connection therewith.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement by their duly authorized representatives, in the presence of two witnesses.

DocuSigned by:
Apoena Endyara de Souza Becker
UBER DO BRASIL TECNOLOGIA LTDA
By: Apoena Endyara de Souza Becker
Title: Diretor

DocuSigned by:
Juliette Kayyem
ZEMCAR, INC., a Delaware corporation, d/b/a GRIP
MOBILITY
By: Juliette Kayyem
Title: CEO

WITNESSES:

DocuSigned by:
1. *Tania Pio*
Name: Tania Pio
ID: 301571156

DocuSigned by:
2. *Andrew Emmons*
Name: Andrew Emmons
ID: Andrew Emmons

EXHIBIT 4



MASTER SERVICES AGREEMENT

This Master Services Agreement (“**Agreement**”) is entered into and made effective as of October 15, 2020 (“**Effective Date**”) by and between **Uber do Brasil Tecnologia Ltda.**, a limited liability company incorporated in accordance with Brazilian laws, having its principal place of business at Avenida Juscelino Kubitschek, No. 1,909, suite 151, Vila Nova Conceição, São Paulo/SP, Brazil, 04543-907, and its Affiliates (“**Uber**”) and **ZEMCAR, INC., a Delaware corporation, d/b/a GRIP MOBILITY**, with its principal place of business at 30 Lee Street, Cambridge, MA Cambridge MA 02139 (“**Consultant**”).

Section 1. DEFINITIONS. The following terms shall have the meanings set forth below:

1.1 “**Affiliate**” means, with respect to any entity, any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such entity, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities, by contract or otherwise.

1.2 “**Deliverables**” means the specific materials, software, designs, devices, products or other deliverables that are provided by Consultant to Uber as a result of performing the Services (as contemplated by an applicable SOW).

1.3 “**Intellectual Property**” shall mean all worldwide rights in and to intellectual property, including, without limitation rights to inventions, trade secrets, know-how, technology, research tools, data, software, improvements and rights of authorship and attribution, whether or not protected by patents or copyrights, and including, without limitation, patent applications, patents, trade secret rights, copyrights, trademarks, and other exclusive or non-exclusive rights pertaining to intellectual property owned or controlled by a party.

1.4 “**Payment Schedule**” means the schedule of payment(s) relating to the performance of the Services set forth in the applicable SOW.

1.5 “**Purchase Order**” means the document issued by Uber to Consultant to authorize the payment of Consultant’s invoice.

1.6 “**Project Schedule**” means the timetable relating to the performance of the Services set forth in the applicable SOW.

1.7 “**Services**” means the services described in the applicable SOW.

1.8 “**Statement of Work**” or “**SOW**” means a mutually executed document containing the description of the Services, including but not limited to, the Deliverables, Project Schedule, Payment Schedule, acceptance criteria and other information applicable to the Services, in a form substantially similar in form to Exhibit A, attached hereto and incorporated herein by reference. Each SOW and any amendment thereto may not be made except by a writing signed by both Uber and Consultant. In the event of any inconsistencies between the terms of a SOW and the terms herein, this Agreement shall govern, except for instances where the SOW specifically references a deviation from the Agreement, in which case the terms set forth in the SOW will prevail for that SOW only. Each SOW (as may be amended) taken together with the incorporated terms of this Agreement shall be a separately enforceable agreement.

Section 2. SUPPLY OF SERVICES.

2.1 Description of Services. Consultant will perform the Services as described herein and as set forth in each SOW attached hereto and as agreed upon by the parties. During the Term of this Agreement, the parties may agree on additional SOWs (which may be prepared using the template provided at Exhibit A), and Consultant shall provide Uber with such Services, including any Deliverables, as set forth in such SOW. Each party hereby agrees that by referencing this Agreement each SOW will be understood as implicitly incorporating by reference the terms herein even if the SOW does not expressly do so. An SOW issued pursuant to this Agreement may be entered into by Uber or any of its Affiliates, as specifically stated in the applicable SOW, and in any such instance, all references to “Uber” in this Agreement and in such SOW shall refer to such Affiliate for that SOW only.

2.2 Change Orders. Uber may, at any time, by written notice to Consultant, issue additional instructions, require additional Services or reduce or waive Services covered by the applicable SOW. In such an event, a mutually agreed upon adjustment in the scope of Services, price and time of performance will be made. Any claim by Consultant for increased compensation must be made within thirty (30) days after receipt of written notice regarding the change in Services or delivery of adjusted or new Services.



2.3 Performance. The manner and means by which Consultant chooses to complete the Services are in the Consultant's sole discretion and control. Consultant represents and warrants that Consultant and its employees are skilled, experienced and fully-qualified to perform and deliver the Services consistent with the highest standards of Consultant's profession, business or industry. Unless otherwise specified in the applicable SOW, Consultant shall provide all necessary equipment, tools and other material, at Consultant's own expense, necessary to complete the Services.

2.4 Personnel. Consultant shall at all times provide a sufficient number of properly qualified, skilled and experienced personnel ("Personnel") to perform and complete the Services, and Consultant shall take reasonable measures to ensure that all of its Personnel who perform any Services hereunder will comply with the duties and obligations applicable thereto under this Agreement. Subject to Section 2.5 below, all Personnel shall be employees or subcontractors of Consultant. Uber reserves the right to reject for any lawful and reasonable reason whatsoever any of the Personnel assigned by Consultant in connection with any SOW, and Consultant shall as soon as possible thereafter provide a replacement satisfactory to Uber. Upon the request of Uber from time to time, Consultant agrees to conduct background checks of proposed or current Personnel, subject to legal regulations and limitations. In no event shall performance of the Services be delayed or shall Uber be charged for any time required for the recruitment of any Personnel needed under an SOW or for any replacement Personnel to be trained to provide Services, whether the replacement is requested by Uber or not. Consultant shall be solely responsible for assuring the safety of its Personnel performing any Services. Consultant shall comply with all applicable health and safety laws and regulations.

2.5 Subcontractors. Consultant may engage subcontractors to assist with the performance of the Services, provided that Consultant obtains prior written approval of subcontractors in each instance. Consultant shall be solely responsible for the acts and omissions of all subcontractors engaged by Consultant to perform Services hereunder. If approved by Uber, subcontractors performing Services shall be deemed Personnel for the purposes of this Agreement.

Section 3. COMPENSATION.

3.1 Payment. Subject to Section 3.3, Uber will pay Consultant for the Services rendered in accordance with the Payment Schedule as provided in the applicable SOW. Unless expressly provided for in the applicable SOW, Consultant assumes the risk for all other costs and expenses. In no event shall Uber be required to directly compensate any Personnel with respect to the Services under this Agreement.

3.2 Invoices. Each invoice for Services, Deliverables, or approved reimbursable expenses shall be supported by (a) an itemized description of the Services, Deliverable, or expense(s) claimed and (b) attached receipts, when such receipts are reasonably available. Invoices shall reference this Agreement. Invoices will fairly and accurately report the use of any funds in connection with performing this Agreement and will not disguise, mislabel or fail to disclose any payments to third parties. Unless otherwise set forth in the applicable SOW, the associated payment shall be made within thirty (30) days after Uber's receipt of an undisputed invoice accompanied by all required documentation. Invoices and support documentation shall be remitted to the address set forth in the applicable SOW.

3.3 Acceptance. Payment shall not be due until (a) all Deliverables have been accepted by Uber as set forth below, and (b) all Services have been performed to the satisfaction of Uber. Except as may be provided in an SOW, within fifteen (15) days after receipt of the Deliverables ("**Acceptance Period**"), Uber will: (i) provide written notification of acceptance to Consultant, or (ii) provide written notification of any deficiencies, after which Consultant shall promptly correct such deficiencies and resubmit the Deliverables to Uber within ten (10) days of receipt of notice. This process shall continue until Consultant has corrected all noted deficiencies and Uber accepts the Deliverables or Uber may terminate the applicable SOW in accordance with Section 10. Uber will be deemed to have accepted the Deliverables if Uber fails to notify Consultant within the Acceptance Period.

3.4 Records. Consultant shall keep accurate records of the time spent, work performed, and all charges and expenses, associated with the Services. Uber shall have access to and the right to examine any pertinent books, documents, papers and records of Consultant relating to the Services, upon reasonable notice to Consultant and during Consultant's regular business hours, for a period of six (6) years after final payment under the applicable SOW.

Section 4. RELATIONSHIP BETWEEN THE PARTIES.

4.1 Status. Consultant's relationship with Uber shall be that of a non-exclusive independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship. Consultant is not an agent



of Uber and is not authorized to make any representation, contract, or commitment on behalf of Uber. Consultant and its employees and Personnel shall not be entitled to any of the benefits that Uber may make available to its employees. Consultant shall be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Consultant's performance of Services and receipt of payments under this Agreement.

4.2 No Withholding. Uber will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain worker's compensation insurance on behalf of Consultant or its agents, employees, or Personnel. Consultant hereby agrees to indemnify, defend, and hold Uber harmless against any and all such taxes or contributions, including penalties and interest.

4.3 Gratuities. Consultant represents and warrants that neither it nor any of its employees, agents or representatives has offered or shall offer any gratuity to Uber's employees, agents or representatives with a view toward securing a contract or securing favorable treatment related to the Services contemplated under this Agreement.

4.4 Compliance. Consultant represents that it is aware that it is illegal under the United States Foreign Corrupt Practices Act ("FCPA") to give, offer, promise or authorize giving anything of value to any government official or political party in an effort to win or retain business or secure any improper advantage. Consultant will not take any action that, if done by an American citizen, would be a violation of the FCPA, and Consultant will ensure that any individual that performs work under this Agreement will not take such action. Consultant also agrees to comply with any other applicable anti-corruption laws, including Brazilian Anti-corruption Law (Law 14.848/2013). Consultant further agrees to keep accurate books and records in relation to this Agreement and that any payments that Consultant makes to third parties in connection with this Agreement shall be supported by written, complete and accurate invoices that shall be maintained by Consultant for the duration of this Agreement and made available to Uber for inspection upon Uber's request. Consultant agrees to promptly report to Uber any potential or actual violations of any anti-corruption laws relating to this Agreement or the business of Uber of which it obtains knowledge, and cooperate in good faith with Uber in investigating any such violation.

4.5 Conflict of Interest. Consultant further represents that it currently has no relationship with an employee of Uber that would constitute a conflict of interest and that Consultant shall not engage in any activity during the Term of this Agreement that may present such a conflict of interest.

Section 5. CONFIDENTIAL INFORMATION.

5.1 Definition. "Confidential Information" means any information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party"), whether disclosed verbally, in writing, or by inspection of tangible objects. Confidential Information includes, but is not limited to, all of the Disclosing Party's product designs, capabilities, specifications, drawings, program code, mask work designs, models, documentation, components, software (in various stages of development), test and development boards, hardware reference code and platforms, architectures, agreement terms, financial and pricing information, business and marketing plans, actual and potential customers and suppliers, information regarding the skills and compensation of employees of the Disclosing Party, the Services, Statements of Work, and other similar information that is proprietary to the Disclosing Party. Confidential Information shall not include any information that: (a) was in the Receiving Party's lawful possession prior to the disclosure, as clearly and convincingly corroborated by written records, and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party; (b) is lawfully disclosed to the Receiving Party by a third party without actual, implied or intended restriction on disclosure through the chain of possession, or (c) is independently developed by the Receiving Party without use of or access to the Confidential Information, as clearly and convincingly corroborated by written records.

5.2 Requirements. The Receiving Party agrees that it shall not disclose or use in any way, other than in the course of performance of the Services under this Agreement, the Disclosing Party's Confidential Information to any third parties. The Receiving Party will disclose Confidential Information only to the Receiving Party's Personnel having a need-to-know for the performance of the Services under this Agreement, provided the Receiving Party shall have entered into confidentiality agreements with any such Personnel having obligations of confidentiality as strict as those herein prior to the disclosure to such Personnel and shall cause all such Personnel to adhere to said confidentiality obligations. The Receiving Party shall not, and shall not authorize others to, remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of the Confidential Information. The Receiving Party will promptly upon discovery of any loss or unauthorized use or disclosure of Confidential Information notify the Disclosing Party in writing and take all necessary steps to mitigate the loss or unauthorized use or disclosure of Confidential Information. The foregoing prohibition on disclosure of Confidential Information shall not apply to the



extent certain Confidential Information is required to be disclosed by the Receiving Party as a matter of law or by order of a court, provided that the Receiving Party provides the Disclosing Party with prior written notice of such obligation to disclose and reasonably assists in obtaining a protective order. Upon termination of this Agreement or earlier as requested by the Disclosing Party, the Receiving Party shall deliver to the Disclosing Party or, at the Disclosing Party's election and in accordance with any instructions from the Disclosing Party, use commercially reasonable efforts to destroy all materials, documents and other media (whether maintained electronically or otherwise) containing Confidential Information, together with all copies thereof in whatever form, and shall certify in writing the completion of such return or destruction, as the case may be. Notwithstanding, the Receiving Party may retain (i) backup copies of Confidential Information stored in accordance with the Receiving Party's archive and retention policies and procedures and that it is unable to destroy using commercially reasonable efforts, and (ii) Confidential Information the Receiving Party is required to retain pursuant to law or regulation, provided that all such Confidential Information so retained in (i) and (ii) shall remain subject to the use and disclosure restrictions of this Agreement until such Confidential Information is destroyed.

5.3 Definition. "Personal Data" means any information obtained in connection with this Agreement (i) relating to an identified or identifiable natural person; (ii) that can reasonably be used to identify or authenticate an individual, including but not limited to name, contact information, precise location information, persistent identifiers, government-issued identification numbers, passwords, or PINs, financial account numbers and other personal identifiers; and (iii) any information that may otherwise be considered "personal data" or "personal information" under the applicable law.

5.4 Transfer of Personal Data. Consultant acknowledges that the transfer of Personal Data from Uber to Consultant might be required for the performance of the Services contemplated by this Agreement.

5.5 Data Privacy and Security. Should the transfer of Personal Data from Uber to Consultant become necessary for the performance of the services contemplated by this Agreement, Consultant agrees to implement the legal, administrative, technical, physical and organizational privacy and security measures specified in Exhibit B "Uber Data Processing Agreement."

Section 6. INTELLECTUAL PROPERTY.

6.1 Uber's Intellectual Property. Uber owns and shall retain all rights, title and interest in and to its Intellectual Property, and nothing in this Agreement or an SOW shall be deemed to grant any license or rights to the Consultant.

6.2 Work Product. To the extent the Services involve the development of software, technology, or other intellectual property, Consultant agrees that all work product and Intellectual Property developed by Consultant, Consultant's subcontractors or Consultant's employees (solely or jointly with others) under the scope of this Agreement, including all Deliverables (collectively, the "**Work Product**") are and shall be protected as a "work made for hire" and, as such, shall be and remain the sole and exclusive property of Uber, unless otherwise expressly set forth in an SOW. Except for Retained Rights (defined below), Consultant hereby irrevocably assigns, transfers and conveys to Uber all worldwide right, title and interest in and to the Work Product and all Intellectual Property therein, including the right to sue for past, present and future infringement thereof. Except as set forth below or in an SOW, Consultant retains no rights in the Work Product and agrees not to challenge the validity of Uber's ownership in the Work Product.

6.3 Retained Rights. Consultant retains all right, title and interest in and to Intellectual Property (a) owned, made, conceived or reduced to practice by Consultant prior to the Effective Date of this Agreement or (b) developed by Consultant during the Term of, but outside the scope of, this Agreement (collectively, the "**Retained Rights**"). Except as set forth in an SOW, in the event that Consultant incorporates Retained Rights in any Work Product or that the use of Retained Rights is necessary for the intended use of any Work Product, Consultant hereby grants to Uber, under Consultant's Intellectual Property rights, a perpetual, nonexclusive, paid-up, royalty-free, transferable, irrevocable and worldwide right and license, including the right to sublicense, to use and otherwise exploit in any manner such Retained Rights in connection with the Work Product, including future products, services or business derived therefrom; provided, however, that nothing in this section shall be interpreted to permit Uber the right to use or exploit Retained Rights separate from such Work Product or derivatives thereof.

6.4 Consultant's Waiver of Rights. With respect to any Work Product, if Consultant has or subsequently acquires any rights to the Work Product that cannot be assigned to Uber, including any moral rights, Consultant hereby unconditionally and irrevocably waives any and all rights to assert and enforce such rights against Uber its affiliates and their successors and assigns, employees, agents and customers.



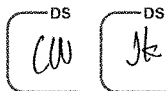
6.5 Assistance. To the extent applicable, during the Term and after, Consultant shall, and shall cause Personnel to, reasonably assist Uber in obtaining registrations for and enforcing Intellectual Property rights relating to the Work Product, but solely to the extent of the rights provided to Uber in this Agreement or in an applicable SOW. To that end, Consultant shall execute, verify and deliver such documents and perform such other acts as Uber may reasonably request for use in registering, applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Intellectual Property rights, and assignments thereof. In addition, Consultant shall execute, verify and deliver all documents reasonably necessary to give effect to the foregoing. Uber will compensate Consultant at a reasonable rate after the termination of this Agreement for the time actually spent by Consultant at Uber's request on such assistance.

Section 7. REPRESENTATIONS AND WARRANTIES. Consultant hereby represents and warrants that: (a) the Services will be performed in a competent and professional manner by Personnel skilled, experienced and fully qualified in the relevant areas of expertise, the Services and Work Product will be performed and delivered consistent with the highest standards of Consultant's profession, business or industry, and the Services and Work Product will meet the specifications in the applicable SOW; (b) the Work Product will be the original work of Consultant, and, except as expressly agreed in an SOW, Consultant will not incorporate in any manner in the Work Product any third party Intellectual Property or materials; (c) the provision of the Services and all Work Product, do not and will not infringe, misappropriate or otherwise violate the Intellectual Property of any third party; (d) the Deliverables are not or will not be subject to any adverse claims, including without limitation, restrictions or to any mortgages, liens, pledges, security interests, encumbrances or encroachments; (e) Consultant has and will continue to have the requisite rights and licenses to fully comply with Section 6 (Intellectual Property) of this Agreement; (f) Consultant has not taken and will not take any action which will have the direct or indirect effect of any Work Product being deemed Publicly Available Software. "**Publicly Available Software**" shall mean any software that requires as a condition of use, modification and/or distribution of such software that such software or other software incorporated into, derived from or distributed with such software (i) be disclosed or distributed in source code form, (ii) be licensed for the purpose of making derivative works, or (iii) be redistributable at no charge; (g) Consultant shall comply with all applicable state, federal and local laws, and regulations, including those relating to data protection, privacy, encryption, identity theft, data breach, consumer protection, and data security, in the performance of Services and provision of the Deliverables under this Agreement, and shall notify Uber immediately if Consultant becomes the subject of a government audit or investigation.

Section 8. INSURANCE. Consultant shall carry commercial general liability and automobile liability insurance and, if applicable, worker's compensation insurance as required by law, together with employer's liability insurance coverage and professional errors and omissions liability insurance coverage. Consultant shall furnish a certificate of insurance evidencing the commercial general liability insurance policy limits, including premises liability, completed operations/products, if applicable, and contractual liability, and automobile liability limits not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, death and property damage liability and Two Million Dollars (\$2,000,000) in the aggregate. Consultant shall also furnish a certificate of insurance evidencing professional errors and omissions liability insurance limits of not less than (i) One Million Dollars (\$1,000,000) per claim and (ii) Two Million Dollars (\$2,000,000) in the aggregate. All policies shall be written by reputable insurance companies authorized to do business in California and a Best's policyholder rating of not less than A VII and except for the workers compensation and professional liability insurance shall list Uber as an additional insured. Such insurance shall be primary and non-contributing to any insurance maintained or obtained by Uber and all such insurance shall not be cancelled or materially reduced without thirty (30) days prior written notice to Uber. In no event shall the limits of any policy be considered as limiting the liability of Consultant under this Agreement.

Section 9. INDEMNITY; LIMITATION OF LIABILITY.

9.1 Indemnification. Each party to this Agreement shall fully indemnify, defend and hold harmless the other party, its Affiliates, and their officers, directors, employees, agents, successors and assigns ("**Party Indemnitees**") from and against any and all third party claims, damages, liabilities, losses, and expenses (including any and all reasonable attorney fees, expenses and costs) incurred by or asserted against a Party Indemnitee of whatever kind or nature due to (a) a material breach by the other party or its Affiliates or their employees, agents, or Personnel ("**Indemnifying Party**") of any obligation, representation or warranty in this Agreement, or (b) a claim related to the negligence or willful misconduct of the Indemnifying Party. Each indemnitee party shall promptly notify the Indemnifying Party of any such claims, suits and actions, and upon request, provide reasonable assistance to the Indemnifying Party. An Indemnifying Party shall not enter into any settlement or compromise related thereto that contains an admission on the part of any Party Indemnitee or otherwise negatively impacts any Party Indemnitee in any manner without the prior written consent of the indemnitee party to this Agreement.





9.2 LIMITS OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CLAIM FOR ANY INDIRECT, WILLFUL, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF BUSINESS PROFITS, OR DAMAGES FOR LOSS OF BUSINESS OF THE OTHER PARTY OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, OR LOSS OR INACCURACY OF DATA OF ANY KIND, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF THE DAMAGED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY. EXCEPT WITH RESPECT TO DAMAGES ARISING AS A RESULT OF THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND TO DAMAGES ARISING OUT OF VIOLATIONS TO OBLIGATIONS RELATED TO PERSONAL DATA, IN NO EVENT SHALL A PARTY'S TOTAL CUMULATIVE LIABILITY OF EACH AND EVERY KIND UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID TO CONSULTANT FOR SERVICES PERFORMED IN ACCORDANCE WITH THE APPLICABLE SOW. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

Section 10. TERM AND TERMINATION.

10.1 Term. This Agreement shall commence on the Effective Date and shall continue for three (3) years from the Effective Date ("**Initial Term**") unless earlier terminated as provided below, provided that, unless otherwise indicated by Uber, SOWs and Purchase Orders still in effect as of the termination of the Agreement shall remain in effect after such termination, subject to the terms and conditions of this Agreement, until the expiration or earlier termination of each such SOW and/or Purchase Order. This Agreement may be extended for successive one (1) year periods upon the mutual written agreement of the parties ("**Renewal Term**") thirty days prior to the expiration of the Initial Term and any subsequent Renewal Term(s).

10.2 Termination. Except as set forth in an SOW, Uber may at its sole discretion terminate all or any part of this Agreement, an SOW or Purchase Order hereunder at any time. Uber will provide written notice and Consultant shall be entitled to its costs already incurred in the performance of the Services properly performed through the effective date of termination. Any termination claim by Consultant must be submitted within thirty (30) days after the effective date of termination. Except as set forth in an SOW, either party may also terminate this Agreement immediately at its sole discretion upon written notification to the other party of the non-terminating party's material breach of any other provision of this Agreement or if the non-terminating party makes an assignment for the benefit of its creditors, is declared insolvent, or has a receiver or trustee in bankruptcy appointed to take charge of all or part of its property.



10.3 Consequences of Termination. Upon termination of this Agreement, Consultant shall (a) deliver to Uber all Work Product, including work in process, developed under this Agreement up to the date of termination and (b) except as provided in Section 5.2, return or destroy all Uber property and Confidential Information in Consultant's possession, and (c) submit a final invoice to Uber. Uber shall be entitled to a pro-rata refund of any prepaid fees. Outstanding payment obligations and Sections 1, 3-9, 10.3, and 11 of this Agreement shall survive any termination of this Agreement.

Section 11. GENERAL.

11.1 Affiliates. An SOW issued pursuant to this Agreement may be entered into by Uber or any of its Affiliates (as specifically stated in the applicable SOW and in any such instance, all references to "Uber" in this Agreement and in such SOW shall refer to such Affiliate). Any such SOW will become an independent agreement between Consultant and such Affiliate and Uber do Brasil Tecnologia Ltda. (or any of Uber do Brasil Tecnologia Ltda.'s Affiliates) shall have no liability (joint, several or otherwise) under such SOW.

11.2 Law and Venue. This Agreement shall be governed by and construed in accordance with Brazilian laws without regard to its choice or conflict of laws provisions. Consultant hereby consents to exclusive jurisdiction and venue in the state courts sitting in the city of São Paulo, state of São Paulo, Brazil. With respect to any other Uber Affiliate contracting under an SOW pursuant to this Agreement, the law and venue shall be as agreed to by such Uber Affiliate and Consultant in the applicable SOW. If any dispute between the parties arises out of any matter governed by this Agreement, each party will first attempt in good faith to reach a settlement through negotiation by its appointed representative.

11.4 Entire Agreement. All agreements 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 contemporaneous understandings and agreements, whether oral or written, relating such subject matter hereof. Any modification or amendment to this Agreement shall be effective only if in writing and signed by both parties.



11.5 Notice. Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) upon actual delivery, if delivery is by hand; or (ii) one (1) day after being sent by overnight courier, charges prepaid. Notices to Uber shall be sent to the address first written above, or at such other address for which Uber gives notice hereunder. Notices to Consultant shall be sent to the address first written above, or at such other address for which Consultant gives notice hereunder. The parties may agree in an SOW to provide non-legal notice by email related to such SOW.

11.6 Assignment. This Agreement may not be assigned, in whole or in part, by Consultant without the prior written consent of Uber. Uber may freely assign or transfer this Agreement, in whole or in part, to any of its Affiliates and to a successor of all or substantially all of its assets or stock (whether by sale, acquisition, merger, change of control, operation of law or otherwise). Any attempted assignment or delegation by Consultant without such consent, except as expressly set forth herein, will 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.

11.7 Export. Consultant shall comply with all United States, foreign and local laws and regulations including, without limitation, export control laws and regulations.

11.8 No Publicity. Consultant will not refer to Uber or use Uber's name and/or logo in the press or for advertising or promotional purposes, or otherwise refer to Uber in any manner with respect to this Agreement, the Services or otherwise, without Uber's prior written consent in its sole discretion.

11.9 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. Neither this Agreement nor any SOW or any other exhibits or attachments hereto or thereto may be modified except in writing signed by a duly authorized representative of the party to be charged.

11.10 Severability. In the event any provision of this Agreement is determined to be invalid or unenforceable by ruling of an arbitrator or 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.

11.11 Captions. Paragraph titles or captions contained herein are inserted only as a matter of convenience and for reference.

11.12 Drafter. No party will be deemed the drafter of this Agreement, and both parties acknowledge that they had sufficient time to have this Agreement reviewed by counsel and that this Agreement will be deemed to have been jointly prepared by the Parties. If this Agreement is ever construed, whether by a court or arbitrator, such court or arbitrator will not construe this Agreement, or any provision hereof, against any party as drafter.

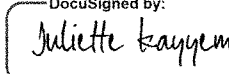
11.13 Counterparts. This Agreement may be executed in one or more counterparts and by exchange of signed counterparts transmitted by facsimile or other electronic transmission, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument.

11.14 Force Majeure. Neither party will be in breach of this Agreement or any SOW as a result of, nor will either party be liable to the other party for, liabilities, damages, or other losses arising out of delays in performance caused by acts of God, government authority, strike or labor disputes, fires or other loss of facilities, and other similar occurrences as long as such party is diligently attempting to correct the cause of the delay.

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

DocuSigned by:

BBE4DA8BF45C4DA...
Uber do Brasil Tecnologia Ltda.
Claudia Woods
Name: _____
Title: Sr GM
Date: October 23, 2020

DocuSigned by:

79A19B63A5DB4B1...
ZEMCAR, INC.,, a Delaware corporation, d/b/a GRIP MOBILITY
Juliette Kayyem
Name: _____
Title: CEO
Date: October 15, 2020



Witnesses:

DocuSigned by:
Tania Pio
7EECF2E35EF7443...

1. _____

Tania Pio

Name: _____

301571156

ID: _____

DocuSigned by:
Andrew Emmons
1B49A0B15DAD40B...

2. _____

Andrew Emmons

Name: _____

COO

ID: _____



EXHIBIT A

STATEMENT OF WORK

No.

This Statement of Work (“**SOW**”) is entered into and made effective as of October 15, 2020 (“**Effective Date**”) by and between **Uber do Brasil Tecnologia Ltda.**, a limited liability company incorporated in accordance with Brazilian laws, having its principal place of business at Avenida Juscelino Kubitschek, No. 1,909, suite 151, Vila Nova Conceição, São Paulo/SP, Brazil, 04543-907 (“**Uber**”) and **ZEMCAR, INC., a Delaware corporation, d/b/a GRIP MOBILITY**, with its principal place of business at 30 Lee Street, Cambridge, MA Cambridge MA 02139 (“**Consultant**”).

This SOW is governed by the terms and conditions of the Master Services Agreement between Uber and Consultant with an Effective Date of October 15, 2020 (“**Agreement**”).

1. **Term:**

Unless terminated earlier as provided herein, the term of this SOW shall commence on the SOW Effective Date and shall expire in six months

2. **Description of Services:**

Consultant will provide Uber:

- (1) Usage of 1.7 million hours of video captured by the licensed Sentinel mobile video capture application for Android devices during the term of this SOW.
- (2) Integration with the Uber Data Order API, the Enrollments API and the Trip Activity API to ensure Uber has access to video/audio recordings captured by the Sentinel application, when applicable.
- (3) Software customizations to the licensed Sentinel application as requested by Uber to enhance user experience/usability (with agreed-upon limitations – new apps or direct, server level integration with Uber may be charged separately by mutual agreement).
- (4) Pilot administration and systems operations support to ensure the Sentinel application and integration system meets system quality standards required by Uber (working with Uber operations and engineering teams). Includes maintenance of the Sentinel application and data sharing processes (data order API), providing detailed regular usage statistics customized to Uber’s needs, incident/bug investigation and on-call support for system outages and maintenance.
- (5) License for cloud services scalable to support server processing and storage needs of all video uploaded during the pilot.

Nothing in the Agreement or in this SOW shall be deemed as a non-compete obligation between both Parties. As such, Uber reserves the right to develop a similar feature to that of Consultant’s at any time, contingent that such internal feature does not violate Consultant’s Intellectual Property rights.

3. **Specifications:**

Limitations:

- The latest Android version 10.0 is not supported with the Sentinel app as it requires App-to-App integration between Consultant and Uber.
- The Sentinel app might have inconsistent behavior on some OEM devices with OS customizations that conflict with app processing, which includes Xiaomi Mi A3 (OS9), Motorola Moto G5s Plus (OS7), Nokia 6.2 (OS9). For example, some OEM implementations have constraints like restrictions on background processing and hardware access switching etc. that might result in behavior inconsistency on such particular devices. Other OEM devices that are not expressly mentioned herein shall be considered edge cases and shall not exceed 5% of all devices using the app.
- If the device is low on storage and below the configured threshold, recording will not start and the Sentinel app must notify users about it. If the threshold is crossed during recordings, older videos will be removed on a FIFO basis. Such deleted videos would be non-recoverable.

Video Resolution:



Video recordings and broadcasts will adjust according to network bandwidth availability but are configurable to other video bitrates.

Resolution defaults to recommended setting of 240p:

240p Resolution 426 X 240

Video Bitrates

Maximum: 700 Kbps

Recommended: 400 kbps

Minimum: 300 kbps

SLAs and Maintenance

Consultant will use a weekly or bi-weekly release schedule to update the Sentinel application, depending on prioritization of issues.

Priority rankings (1- 4) as follows:

- priority 1 is a 'show stopper' and will be resolved within a few hours
- Priority 2 is a critical bug which will be resolved within a week
- priority 3 will be resolved within 3 weeks
- priority 4 will be resolved within a month.

Consultant shall also comply with the following SLAs:

- Provide a support channel via email, which must be available 24 hour;
- Priority outages should be acknowledged within 2 hours and mitigated within 24 hours;
- In the event of an outage, share a post mortem summary of how you plan to avoid the same outage in the future, within 7 days of the incident.

Consultant will provide Uber with prior notice for any scheduled maintenance or down time.

4. Project Schedule:

Sentinel Requirements and API/Data integration with Uber (completed): 3 Months.

Phase 1 – Testing: 100 drivers, 3 weeks

Phase 2 – External Pilot: selected drivers (not to exceed 10,000), 6 months. Discussion and assessment of results.

Tentative Dates (all dates subject to change)

Milestone 1: In-Ride End-to-End Usability Test

- Test in-ride experience - recording, video upload, data order processing etc.
- Uber and Consultant joins E2E testing on 9/16/20.

Milestone 2: Feature Complete.

- All features completed on 10/1/20 including any changes/fixes to the app as well as Consultant/Uber integration APIs

Milestone 3: Launch

- Launch to drivers: Q4/2020

5. Deliverables:

(1) A license to use the Sentinel mobile application for Android (with integration to Uber webhooks) for the recording of up to 1.7 million video hours captured during the term of this SOW

(2) Integration with Uber data order API, Enrollment API and Trip Activity API

(3) Regular (daily) detailed usage/activity reports during the term of this SOW.

6. Acceptance Criteria and Procedures:



Uber employees will download and test the Sentinel application and data order processing via e2e testing and Uber product manager will provide a GO for general rollout to drivers in batches.

7. **Location of Performance:**

Services shall be primarily performed at facilities located at:
- Plot#175, Street 2, i-9/3 Industrial Area Islamabad, Pakistan
- 30 Hartford Street, Bedford MA 01730
- 613 Tremont Street, Boston MA 02118
- 30 Lee Street, Cambridge MA 02139
-

8. **Project Managers:**

Uber

Name: Tânia Pio da Silva
Telephone No: +55 11 999102599
Email: tania.pio@uber.com

Consultant

Name: Andrew Emmons
Telephone No: 781-608-3441
Email: andrew@gripmobility.com

9. **Fees and Payment Schedule:**

In consideration of Services to be furnished by Consultant, Uber will pay to Consultant the fees described in this Section 9 (“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. Incomplete invoices will not be paid until all requested information has been received by Uber. Unless otherwise expressly stated herein or in the Agreement, Consultant assumes all risks associated with any cost overruns. The amount Uber shall pay Consultant will be converted to Brazilian Reais on the date of payment based on the applicable PTAX exchange rate on the Effective Date.

Consultant shall invoice Uber as follows:

Time-based as follows:

Date	Services or Deliverables (Description)	Payment Amount
10/1/20	50% down payment	\$125,000.00 USD
12/30/20	25% at 90 days	\$62,500.00 USD
4/1/21	25% at pilot completion	\$62,500.00 USD
4/1/21	Cloud Services	TBD

Fee Breakdown:

Service or Deliverable	Description	Amount
Sentinel License	1.7 million video hours	\$150,000.00 USD

DS CW DS JK



Software Customization	Sentinel app customizations	\$50,000.00 USD
Pilot Administration	System ops support	\$50,000.00 USD
Cloud Services	AWS servers, cache, and storage of video.	Cost plus 10% Grip's AWS support cost. Estimated at \$4,000 to \$20,000/month.

Consultant shall obtain approval from Uber prior to incurring travel expenses that Consultant requests be reimbursed. If approved, Uber shall reimburse Consultant for such travel expenses provided that Consultant provide Uber with an itemized description of expenses claimed and receipts for such expenses.

Purchase Order Number:

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:

The Grip Mobility Video application and SDK links the client application to Grip Mobility and provides video monitoring and recording on mobile application as well as web. With the Grip Mobility Video app/SDK for Android and iOS, you can do the following:

- **Broadcast video using rideshare apps:** Trigger video start/stop from a drivers mobile device based on specific events (arrival, pickup and drop-off of riders, etc.)
- **Access multiple applications while recording/broadcasting video:** Users (drivers) can seamlessly switch between various applications (rideshare apps, navigation apps, messaging apps, etc.) without interrupting the video and audio recording/broadcast.
- **Riders access and share video:** Riders can access and share live broadcasts with selected third parties directly from the rideshare application via SMS, Email, and in-app messaging.
- **Operations team access to recordings and video broadcast:** Rideshare operations teams can access live broadcasts and recorded videos via the Grip Mobility portal or direct integration with existing operations portals.
- **Mute Audio:** Riders can enable or disable audio broadcast using mute functionality.
- **Interaction with third party apps.** Grip Mobility can automatically pause and resume audio/video broadcast and recordings when users engage third party communication apps such as Skype, WhatsApp, cellular audio and video calls, etc.
- **Application and video analytics:** Recorded and broadcasted video can be searched and analyzed using the Grip Mobility web portal and Grip Mobility data warehouse. Some examples include session length, video bit rates, location, face detection, mask detection, driver distraction detection, alarms etc.

Uber and other client API integrations are custom and based on client requirements such as login, terms & conditions, trip history, trip start/stop notifications, video data delivery through data order. The app video recording, playback, broadcast, handling of cellular and wifi network, storage on device and cloud handling is generic for all customers and Grip Mobility retains the IP rights for these core capabilities. Grip Mobility also has issued and pending patents with similar and additional capabilities. Additional details of the Sentinel application are part of a previous agreement (Grip Mobility Uber Technologies Pilot Agreement) signed on November 13, 2019

Notwithstanding anything to the contrary in the Agreement, Uber shall only have a right to use the Retained Rights during the term of this SOW.

Third party materials:

Grip uses some third party partners and open source modules from the below list:



Google Geocoding, Webrtc
Firebase
AWS Kinesis/ Lambda / EC2/ ES / ELB / S3 and additional services
Mongo Atlas
Intel OpenVINO
Lyckia Licode

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

DocuSigned by:
Claudia Woods
BBE4DA8BF45C4DA...
Uber do Brasil Tecnologia Ltda.
Claudia woods
Name: _____
Title: Sr GM
Date: October 23, 2020

DocuSigned by:
Juliette Kayyem
79A19B63A5DB4B1...
ZEMCAR, INC.,, a Delaware corporation, d/b/a GRIP MOBILITY
Juliette Kayyem
Name: _____
Title: CEO
Date: October 15, 2020

Witnesses:
DocuSigned by:
Tania Pio
7EECF2E35EF7443...
1. _____
Tania Pio
Name: _____
ID: 301571156

DocuSigned by:
Andrew Emmons
1B49A0B15DAD40B...
2. _____
Andrew Emmons
Name: _____
ID: COO



EXHIBIT B

UBER DATA PROCESSING AGREEMENT

This data processing agreement ("**Agreement**") forms part of the main agreement(s) and is entered by and between Uber Technologies, Inc. and Provider (each individually a **Party** and collectively the "**Parties**") and all further agreements executed under it (collectively, the "**Main Agreement(s)**") pursuant to which Provider provides services to Uber. This Agreement is effective as of (1) the execution date of the Main Agreement if incorporated as an exhibit thereto; or (2) the date last signed if executed as an amendment to or otherwise separately from the Main Agreement.

DEFINITIONS

The following terms shall have the following meanings. Capitalized terms not defined herein shall have the same meaning set forth in the Main Agreement(s).

- a. "**Affiliate**" means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a Party.
- b. "**Controller**" means the party or parties to this Agreement that determine(s) the purposes and means of the Processing of personal data for purposes of the Agreement or the Main Agreement.
- c. "**Controller Personal Data**" means any Personal Data Processed by a Party under the Agreement in its capacity as a Controller.
- d. "**Data Protection Law**" means all laws and regulations applicable to the Processing of Uber Personal Data under the Agreement, including, as applicable, the laws and regulations of the United States, the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, including the General Data Protection Regulation (EU) 2016/679 ("**GDPR**") and the California Consumer Privacy Act of 2018 ("**CCPA**").
- e. "**Data subject**" means an identified or identifiable natural person.
- f. "**Personal data**" shall mean "personal data," "personal information," or equivalents as defined in applicable Data Protection Laws. In the absence of applicable Data Protection Laws, "Personal data" shall mean any information relating, directly or indirectly, to an identified or identifiable natural person.
- g. "**Process,**" "**Processes,**" "**Processing,**" or "**Processed**" means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collecting, recording, accessing, releasing, disclosing, making available, organizing, structuring, storing, adapting or altering, retrieving, consulting, using, disclosing by transmission, dissemination or otherwise, aligning or combining, restricting, erasing or destroying.
- h. "**Processor**" means a Party to this Agreement that Processes personal data on behalf of Uber or Uber Affiliates. The term Processor as used herein is equivalent to the term "Processor" as used in the GDPR, and the term "Service Provider" as used in the CCPA.
- i. "**Services**" means the services provided or received by the Parties pursuant to the Main Agreement.
- j. "**Sub-processor**" means a Processor engaged by Provider, or a Processor engaged by a Sub-processor of Provider, to Process Uber Personal Data.
- k. "**Uber Data Subject**" means the data subject whose Uber Personal Data is, or will be, Processed.
- l. "**Uber Personal Data**" means Uber Data Subject personal data that is Processed by Provider for the purpose of rendering Services for Uber or any Uber Affiliate as further described in Annex 1 Uber Personal Data. For purposes of this Agreement,



Uber Personal Data does not include the name and contact information of those Uber employees who are responsible for interacting with Provider in connection with its performance of the services under the Main Agreement, and any Personal Data incidentally received by Provider in connection with those interactions.

1. GENERAL TERMS

1.1. **Roles of Parties.** The Parties acknowledge and agree that Uber is Controller of the Personal Data Processed in connection with the Main Agreement¹, and that Provider is a **Processor** of such Personal Data.

1.1.1. Uber reserves the right to designate another Uber affiliate as Data Controller for purposes of this Agreement.

1.2. **Uber Personal Data Processing**

1.2.1. **Uber Personal Data and Data Subjects.** In connection with its performance of the Services, Provider will Process the Uber Personal Data relating to the Uber Data Subjects described in **Annex 1**, which may be amended by mutual agreement of the Parties from time to time.

1.2.2. **Limitations and Prohibitions.**

1.2.2.1. Provider shall only Process Uber Personal Data for the purpose of performing the services specified in the Main Agreement, and may not use Uber Personal Data for any other purpose unless otherwise agreed by the Parties in writing.

1.2.2.2. Provider shall (1) limit access to Uber Personal Data to only those employees or agents that require access to perform their roles and responsibilities in connection with the Services, and (2) under no circumstances rent, sell or disclose Uber Personal Data, except as otherwise allowed under this Agreement or the Main Agreement.

1.2.2.3. Provider will not combine Uber Personal Data with data from any other source, company, organization or entity, unless necessary to provide the Services. Provider will not copy or reproduce Uber Personal Data for its own purposes or those of any sub-processor or other third party.

1.2.3. **Data Security.** Provider will maintain appropriate measures to protect the integrity, security and confidentiality of all Uber Personal Data against any anticipated threats or hazards, and/or unauthorized access to or use of such data, which measures shall include at a minimum those set forth in Annex 2 to this Agreement.

1.2.4. **Data Retention and Deletion**

1.2.4.1. Provider shall retain Uber Personal Data for only so long as necessary to perform its obligations under the Main Agreement(s), unless otherwise required under applicable laws.

1.2.4.2. Upon termination or expiration of the Main Agreement(s) or earlier as requested by Uber, Provider shall use commercially reasonable efforts to destroy or return to Uber (at Uber's election) all Uber Personal Data in its possession, custody and control, except for such Personal Data as must be retained under applicable law (which Provider shall destroy once it is no longer required under applicable law to retain), and except for backup copies of Personal Data stored in accordance with Provider's archive and retention policies and procedures and that it is unable to destroy using commercially reasonable efforts (which shall remain subject to the use and disclosure restrictions of the Main Agreement and this Agreement until

¹ Uber B.V. is the data controller of the personal data that Uber collects in connection with use of its services, or of its employees, in the European Economic Area or the United Kingdom and Switzerland, and Uber Technologies, Inc. is the data controller for such data everywhere else (except where the data controller for employees is the local Uber entity in the country in which the employee resides). Where an entity other than these enters into this Agreement on behalf of Uber, it is authorized to do so by the aforementioned data controller(s).



such Personal Data is destroyed). At Uber's request, Provider shall provide Uber with a written log evidencing the destruction and any retention of Uber Personal Data.

1.2.5. **Data Security Incidents**

1.2.5.1. **Notice to Uber.** Provider shall notify Uber within twenty-four (24) hours of discovery of an actual or suspected unauthorized access to, acquisition or disclosure of Uber Personal Data, or other actual or suspected breach of security or confidentiality with respect to Uber Personal Data in Provider's or its representatives' control or possession (a "Data Security Incident"). Such notice shall be sent to the Uber persons or team designated to receive notices under the Main Agreement; and (2) via email to vendorsecurity@uber.com.

1.2.5.2. **Third Party Notices.** If a Data Security Incident requires notice to any regulator, data subject or other third party: (1) Uber shall have sole control over the content, timing and method of distribution of any needed notice, unless otherwise required by applicable law; (2) Provider may notify the affected parties only upon Uber's prior written approval and instructions, unless otherwise required by applicable law; and (3) Provider shall reimburse Uber all reasonable expenses incurred by Uber in connection with any notice with respect to any breach of security or confidentiality for which Provider is wholly or partially responsible (if partially responsible, then prorated based on the extent of such responsibility).

1.2.5.3. **Notice requirements.** The notice to Uber required under Paragraph 1.2.5.1 shall include:

- (i) a description of the Data Security Incident, including the location, date and time the Data Security Incident occurred and the location, date and time the Data Security Incident was discovered;
- (ii) a description of the steps Provider has taken, or plans to take, to investigate the Data Security Incident;
- (iii) an overview of the affected Uber Personal Data, including the types of Uber Personal Data and whether the Uber Personal Data was encrypted or redacted;
- (iv) the number of affected Uber Data Subjects and the city, state (if applicable) and country of the Data Subjects;
- (v) the expected consequences of the Data Security Incident; and a description of the measures Provider has taken, or plans to take, to mitigate such consequences.

1.3. **Indemnification.** In addition to the terms set forth in the Main Agreement(s), Provider agrees to fully indemnify, defend and hold harmless Uber, its directors, officers, employees and agents from and against any and all losses, damages, fees and expenses arising from any claims due to, arising out of, or relating in any way to Provider's loss, alteration, or misuse of Uber Personal Data, or unauthorized access to or destruction or disclosure of Uber Personal Data.

1.4. **Cross border transfer.** In the event that the Services require cross-border transfer of Uber Personal Data, to the extent required by applicable law, the Parties hereby incorporate, and Provider agrees to comply with, the Standard Contractual Clauses approved by the European Commission for data transfers, or other methods of transfer authorized under applicable laws.

2. **PROCESSOR TERMS**

2.1. **Compliance with Uber instructions and applicable laws.** In connection with its Processing of Uber Personal Data, Provider shall at all times comply with Uber's written instructions pursuant the Main Agreement(s) and all applicable laws, rules and regulations, including but not limited to, all applicable Data Protection Law.



- 2.2. **Internal Audits.** Upon written request, Provider shall provide, at its own expense, if available, any data security compliance reports or audit reports that assess the effectiveness of Provider's information security program, system(s), internal controls, and procedures relating to the Processing of Uber Personal Data (e.g., SSAE16, SOC report or other).
- 2.3. **Uber Audits.** Upon reasonable advance written notice, Uber may (not more than once per year) during normal business hours and at its own expense, audit Provider's facilities, networks, systems, procedures, Processing and maintenance of Uber Personal Data, and compliance with this Agreement. Notwithstanding the foregoing, Uber shall be permitted to exercise such audit right any time a Data Security Incident (as defined in Section 1.2.5.1 above) has occurred. Provider shall reasonably cooperate with such audit by providing access to knowledgeable personnel, physical premises as applicable, documentation, infrastructure, and any application software that Processes Uber Confidential Information and/or Uber Personal Data or otherwise has access to Uber's networks and systems. Uber shall be responsible for its costs and expenses of such audit (or the fees and costs of the third party performing the audit), unless such audit reveals, or is initiated because of, a material breach of the Main Agreement(s) including this Agreement, in which case Provider will reimburse Uber for such costs and expenses. Provider will promptly address and correct all deficiencies identified in any such audit.
- 2.4. **Requests or Demands from Governmental or Regulatory Bodies.** Provider shall inform Uber as soon as possible if it receives a request or demand from a governmental or regulatory body with authority over Provider or Uber relating to Provider's Processing of Uber Personal Data, and shall fully cooperate with Uber in connection with any response to such investigation or audit.
- 2.5. **Data Subject Rights.** If Provider receives a request from an Uber Data Subject relating to their Uber Personal Data, Provider shall immediately forward the request to Uber and provide all reasonable cooperation necessary for Uber to fulfill the Uber Data Subject's request in compliance with applicable laws.
- 2.6. **Data Handling Frameworks:** If requested by Uber, Provider shall further agree to contractually comply with PCI DSS Standards, requirements for business associates under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as well as similar and other frameworks, if and to the extent such frameworks apply to the Uber Personal Data.
- 2.7. **Sub-processors**
 - 2.7.1. **Sub-processor obligations.** Provider will not permit any Sub-processor to Process Uber Personal Data, unless Provider and the Sub-processor have entered into an agreement that imposes obligations on the Sub-processor that are no less restrictive and at least equally protective of Uber Personal Data than those imposed on Provider under this Agreement. Uber may request a copy of such agreement between Provider and any Sub-processor, and may withhold consent to the use of such Sub-Processor if Provider does not provide such agreement or such agreement does not contain sufficient protection of Uber Personal Data.
 - 2.7.2. **Compliance with Data Protection Law.** Provider is responsible for ensuring the compliance of Sub-processors with applicable Data Protection Law in connection with the Processing of Uber Personal Data.
 - 2.7.3. **Liability.** Provider's use of Sub-processors does not affect or limit Provider's liability under this Agreement.

3. MISCELLANEOUS

- 3.1. **Termination and Survival.** This Agreement and all provisions herein shall survive so long as, and to the extent that, Provider Processes or retains Uber Personal Data, except that the indemnification obligations described herein shall survive for so long as any claims for which Uber is indemnified by Provider under this Agreement may be asserted.
- 3.2. **Counterparts.** This Agreement may be executed in any number of counterparts and any Party (including any duly authorized representative of a Party) may enter into this Agreement by executing a counterpart.

Uber

- 3.3. **Ineffective clause.** If individual provisions of this Agreement are or become ineffective, the effectiveness of the remaining provisions shall not be affected. The Parties shall replace the ineffective clause with a legally allowed clause, which will accomplish the intended commercial intention as closely as possible.

- 3.4. **Conflicts.** In case of contradictions between this Agreement and the provisions of the Main Agreement, the provisions of this Agreement shall prevail. In case of contradictions between this Agreement and the provisions of a Business Associate Agreement (“BAA”) pursuant to HIPAA on the other, the provisions of the BAA shall prevail.

- 3.5. **Applicable law and jurisdiction.** The applicable law and jurisdiction as set forth in the Main Agreement apply to this Agreement.

Signed for and on behalf of:²

Uber Technologies, Inc.

Name: *F. Chadwick*

Title: Francois Chadwick

Date: 10/29/2020

DocuSigned by:
Juliette Kayyem
79A19B63A5DB4B1...

ZEMCAR, INC., a Delaware corporation, d/b/a GRIP MOBILITY
Juliette Kayyem

Name: _____

Title: CEO

Date: October 15, 2020

² Execution required only if the Agreement is being executed as an amendment to or otherwise separately from the Main Agreement.



ANNEX 1 TO EXHIBIT B

Uber Personal Data

a. Description of Provider's Services and the reasons for Processing Uber Personal Data

Provider will provide audio and video recording services as a pilot program to Uber, developing a standalone app that will record audio and video using the Driver's mobile phone.

b. Categories of Uber Personal Data (check all that apply)

<p>User profile</p> <p><input checked="" type="checkbox"/> First and last names</p> <p><input type="checkbox"/> Saved addresses (home, work)</p> <p><input checked="" type="checkbox"/> Phone number</p> <p><input checked="" type="checkbox"/> Email address</p> <p><input type="checkbox"/> Date of birth</p> <p>Employee profile³</p> <p><input type="checkbox"/> First and last names</p> <p><input type="checkbox"/> Home address</p> <p><input type="checkbox"/> Email address</p> <p><input type="checkbox"/> Date of birth</p> <p><input type="checkbox"/> Payroll or benefits information</p> <p>Location data</p> <p><input checked="" type="checkbox"/> Pick-up / drop-off</p> <p><input type="checkbox"/> Other location data</p> <p>Government identifiers</p> <p><input type="checkbox"/> Social security number</p> <p><input type="checkbox"/> Tax ID</p> <p><input type="checkbox"/> Passport number</p> <p><input type="checkbox"/> Driver's license number</p> <p>Payment data</p> <p><input type="checkbox"/> Credit card information</p> <p><input type="checkbox"/> Bank account and routing numbers</p> <p><input type="checkbox"/> 3rd-party payment service data (e.g., Venmo, PayPal)</p> <p>Transaction data</p> <p><input checked="" type="checkbox"/> Services requested or provided</p> <p><input checked="" type="checkbox"/> Date and time of service</p> <p><input checked="" type="checkbox"/> Amount charged</p>	<p>Background Check Data</p> <p><input type="checkbox"/> Background check report</p> <p><input type="checkbox"/> Criminal history</p> <p><input type="checkbox"/> Pass/fail status</p> <p>Behavioral data</p> <p>Profiles or predictions of user behavior</p> <p>Biometric Data</p> <p><input type="checkbox"/> Facial image used for ID verification</p> <p><input type="checkbox"/> Voice profile data used for ID verification</p> <p>Demographic data</p> <p><input type="checkbox"/> Gender</p> <p><input type="checkbox"/> Race or ethnicity</p> <p><input type="checkbox"/> Sexual orientation</p> <p><input type="checkbox"/> Gender identity</p> <p><input type="checkbox"/> Religion</p> <p><input type="checkbox"/> Political opinions or trade union membership</p> <p>Device or browser data</p> <p><input type="checkbox"/> IP address</p> <p><input type="checkbox"/> Cookie ID</p> <p><input type="checkbox"/> Apple IDFA</p> <p><input type="checkbox"/> Android AdID</p> <p><input type="checkbox"/> Hardware device ID (IMEI, Mac Address, other)</p> <p><input type="checkbox"/> Cross-device ID or fingerprint</p> <p>Photo or video/audio recordings</p> <p><input checked="" type="checkbox"/> User uploaded photos</p> <p><input checked="" type="checkbox"/> Dashcam audio/video</p> <p>Uber Health Data</p> <p><input type="checkbox"/> Any health information relating to the use of Uber Health by an</p>	<p>Uber identifiers</p> <p><input checked="" type="checkbox"/> UUID</p> <p>User communications</p> <p><input type="checkbox"/> Content of calls, texts, etc. between users</p> <p><input type="checkbox"/> Metadata</p> <p>User content</p> <p><input type="checkbox"/> Customer services communications</p> <p><input checked="" type="checkbox"/> Ratings / compliments</p> <p>Vehicle data</p> <p><input type="checkbox"/> License plate number</p> <p><input type="checkbox"/> Proof of insurance</p> <p><input type="checkbox"/> Vehicle Identification Number</p> <p>OTHER (please specify)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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³ Excluding the name and contact information of those Uber employees who are responsible for interacting with Provider in connection with its performance of the services under the Main Agreement.

DS
JK



<input type="checkbox"/> User earnings <input type="checkbox"/> User payments <input checked="" type="checkbox"/> Transaction ID	individual	
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c. **Categories of Uber Data subjects** (check all that apply)

<input type="checkbox"/> Riders - Uber users who receive on-demand transportation through Uber's app(s)
<input checked="" type="checkbox"/> Drivers - Uber users who provide on-demand transportation through Uber's app(s)
<input type="checkbox"/> Delivery Recipients - Uber users who receive on-demand delivery of food or other products through Uber's app(s)
<input type="checkbox"/> Delivery Persons - Uber users who provide on-demand delivery services through Uber's app(s)
<input type="checkbox"/> Renters - individuals who rent JUMP bicycles or scooters, or other light electrical vehicles or devices, through an Uber app
<input type="checkbox"/> Uber Works Users - individuals whose personal data is processed in connection with the Uber Works app or services.
<input type="checkbox"/> Uber Employees - Full or part-time employees of Uber.
<input type="checkbox"/> Candidates - applicants for employment with Uber.
Other (please specify): _____ _____



ANNEX 2 TO EXHIBIT B

Organizational, Physical and Technical Measures

1. **Organizational Security Measures**

1.1. **Security Program.** Provider has developed and implemented, and will consistently update and maintain as needed: (i) a written and comprehensive information security program in compliance with applicable Data Protection Law; and (ii) reasonable policies and procedures designed to detect, prevent, and mitigate the risk of data security breaches or identify theft ("**Security Program**"). Specifically, the Security Program shall include, at a minimum:

1.1.1. a data loss prevention program, with appropriate policies and/or technological controls designed to prevent loss of Uber Personal Data; and

1.1.2. a disaster recovery/business continuity plan that addresses ongoing access, maintenance and storage of Uber Personal Data as well as security needs for back-up sites and alternate communication networks.

1.2. **Access.**

1.2.1. Provider shall reasonably update all access rights based on personnel or computer system changes, and shall periodically review all access rights at an appropriate frequency to ensure current access rights to Uber Personal Data are appropriate and no greater than are required for an individual to perform his or her functions necessary to fulfill the purposes of the Agreement.

1.2.2. Provider shall verify all access rights through effective authentication methods.

2. **Physical Security Measures**

2.1. Provider shall maintain appropriate physical security measures for any facility used to Process Uber Personal Information and continually monitor any changes to the physical infrastructure, business, and known threats.

3. **Technical Security Measures**

3.1. **Vulnerability scanning and assessments.** Provider shall perform vulnerability scanning and assessments on new and key applications and infrastructure.

3.2. **Access Control and Limiting Remote Access.** Provider shall secure its computer networks using multiple layers of access controls to protect against unauthorized access.

3.2.1. Provider shall restrict access through mechanisms such as, but not limited to, management approvals, robust controls, logging, and monitoring access events and subsequent audits.

3.2.2. Provider shall identify computer systems and applications that warrant security event monitoring and logging, and reasonably maintain and analyze log files.

3.3. **Encryption.** Provider shall encrypt all Uber Personal Data in its possession, custody or control while in transit.

3.4. **Security Patches.** Provider shall deploy all applicable and necessary system security patches to all software and systems that Process, store, or otherwise support the Agreement.

3.5. **Virus/Malware Scanning.** Provider shall use up-to-date, industry standard, commercial virus/malware scanning software that identifies malicious code on all of its systems that collect, use, disclose, store, retain or otherwise Process Uber Personal Data.

EXHIBIT 5

FIRST AMENDMENT TO THE MASTER SERVICE AGREEMENT

By means of this private instrument,

UBER DO BRASIL TECNOLOGIA LTDA., a private legal entity, headquartered in the city of Osasco, State of São Paulo, at Av. Domingos Odália Filho, nº 301, 15th floor, room 1.501, Centro, Zip-Code 06.010-067, enrolled in the National Taxpayers' Registry (CNPJ) under no. 17.895.646/0001-87, herein represented by its undersigned legal representatives, hereinafter referred to as "**Uber**"; and

ZEMCAR, INC., a ca Delaware corporation, d/b/a **GRIP MOBILITY**, with its principal place of business at 30 Lee Street, Cambridge, MA Cambridge MA 02139, herein represented with its by-laws, hereafter named as the "**Consultant**".

WHEREAS:

- a) The Parties entered into the Master Service Agreement, in October 15th, 2020 ("**Contract**"); and
- b) The Parties wish to include provision for the extension of the maximum duration of Exhibit A of the Contract, and additional hours of video captured.

The Parties hereby agree to enter into this 1st Amendment to the Uber Data Processing Agreement ("**1st Amendment**"), which shall be governed by the following clauses and provisions.

Section One - Reflecting what was negotiated between the Parties, clause 1 ("Term") of Exhibit A of the Contract is modified to extend the maximum duration of Exhibit A into August 31st, 2021. Clause 1 will be in effect with the following wording:

"1. **Term:**

*Unless terminated earlier as provided herein, the term of this SOW shall commence on the SOW Effective Date and shall expire in **August 31st, 2021***"

Section 2 - Reflecting what was negotiated between the Parties, clause 2 ("Description of Services") of Exhibit A of the Contract is modified to add 1.7 million hours of video captured. Clause 2 will be in effect with the following wording:

"2. **Description of Services:**

Consultant will provide Uber:

*(1) Usage of **3.4 million hours** of video captured by the licensed Sentinel mobile video capture application for Android devices during the term of this SOW."*

Section 3 - Reflecting what was negotiated between the Parties, clause 9 ("Fees and Payment Schedule") of Exhibit A of the Contract is modified to add a new live top the table. It adds 1.7 million hours of video captured to the "Fee Breakdown" table, and adds \$150,000.00 USD to the amount to be paid by

Uber to the Consultant. The amounts described on the table that have already been paid by Uber have been highlighted . Clause 9's "Fee Breakdown" table will be in effect with the following wording:

"9. **Fees and Payment Schedule:**

[...]

Fee Breakdown:

Service or Deliverable	Description	Amount
Sentinel License	1.7 million video hours	\$150,000.00 USD: Paid
Software Customization	Sentinel app customizations	\$50,000.00 USD: Paid
Pilot Administration	System ops support	\$50,000.00 USD: Paid
Cloud Services	AWS servers, cache, and storage of video	Cost plus 10% Grip's AWS support cost. Estimated at \$4,000 to \$20,000/month: Paid
<u>Additional Sentinel License</u>	<u>1.7 million video hours</u>	<u>\$150,000.00 USD</u>

Section 4 - All other contractual provisions that are not altered or affected by the provisions of this 1st Amendment are maintained and ratified.

And because they agree, the Parties sign this 1st Amendment, together with two witnesses, for the due purposes and effects of law.

Uber ¹
Signature: _____
Name: _____
Title: _____
Date: _____

Consultant
Signature: Juliette Kayyem
Name: Juliette Kayyem
Title: CEO
Date: August 14, 2021

Testimony:
Andrew Emmons
Andrew Emmons

¹ Uber B.V. and Uber Technologies, Inc. are the data controllers of the personal data that Uber collects in connection with use of its services, or of its employees, in the European Economic Area or the United Kingdom, and Uber Technologies, Inc. is the data controller for such data everywhere else (except where the data controller for employees is the local Uber entity in the country in which the employee resides). Where an entity other than these enters into this Agreement on behalf of Uber, it is authorized to do so by the aforementioned data controller(s).