

ACCESSIBILITY INITIATIVE SETTLEMENT AGREEMENT

THIS AGREEMENT is made as of the Effective Date by and between the National Federation of the Blind of Massachusetts Inc., a Massachusetts non-profit corporation, (the “NFBMA”), Kia Yang (“Yang”), and Mika Pyyhkala (“Pyyhkala”), on the one hand, and Sidecar Technologies, Inc., (“Sidecar”) (collectively, the “Parties”).

BACKGROUND:

1. Sidecar is the developer and owner of a mobile application (“App”), called “Sidecar.”
2. Sidecar complies with all applicable laws, including but not limited to the Americans with Disabilities Act (“ADA”), and is committed to taking all reasonable steps to make its App as accessible as possible to individuals with disabilities, including individuals who are blind, unless doing so would constitute an undue burden or fundamental alteration of its services. Sidecar’s commitments herein shall not be construed as any admission regarding any failure to comply with any laws or regulations or that such laws or regulations apply to the Sidecar App.
3. The NFBMA offers a variety of services to businesses to improve the accessibility of their products and services to blind users.
4. Yang and Pyyhkala are members of the NFBMA, and Pyyhkala is an Executive Board Member of the NFBMA.
5. The NFBMA and Sidecar desire to work collaboratively to take reasonable steps to ensure the accessibility of Sidecar’s services to persons with disabilities including but not limited to the blind.

IT IS AGREED:

- I. Term. This Agreement and Confidential Addendum will commence on the Effective Date and will continue for a term of three (3) years.
- II. Definitions. The following terms used in this Agreement and Confidential Addendum will have the meanings set forth below.
 - A. “Accessibility Coordinator” means an internal Sidecar employee with responsibility for monitoring the progress of the accessibility of Sidecar’s apps and other services, including progress towards the deadlines set forth below.
 - B. “Agreement” means this agreement.
 - C. “Android Accessibility Guidelines” means a set of technical standards that Google has published to aid its developers in making Android apps that are usable by blind persons. As of the Effective Date of this Agreement, the technical guidelines can be found at:

<https://developer.android.com/design/patterns/accessibility.html>.

- D. “Apple iOS Accessibility Guidelines” means a set of technical standards that Apple has published to aid its developers in making apps that are usable by blind persons. As of the Effective Date of this Agreement, the technical guidelines can be found at:

<https://developer.apple.com/library/ios/documentation/UserExperience/Conceptual/iPhoneAccessibility/Introduction/Introduction.html>

- E. “Confidential Addendum” means the Confidential Addendum attached hereto.
- F. “Effective Date” means the date on which this Agreement and Confidential Addendum are fully executed and transmitted to the respective legal counsel for the Parties.
- G. “Screen Access Software” means software that renders textual and graphical information into Braille or audible speech or that magnifies content so that blind persons can independently interact with the Internet and software programs, access information, and engage in transactions using nonvisual means.
- H. “Sidecar App” means a Sidecar mobile application that allows passengers to request rides from available drivers through Sidecar’s information and ride-matching platform.
- I. “TalkBack” means the Screen Access Software and explore-by-touch features provided by Google’s mobile Android OS versions 4.2 and later.
- J. “VoiceOver” means the Screen Access Software provided on Apple iPads and iPhones.

III. Accessibility Enhancements to the Sidecar App.

- A. By December 31 2013, Sidecar will take the actions set forth in Section I of the Confidential Addendum to improve the accessibility of the Sidecar App to blind users using VoiceOver.
- B. By January 31, 2014, Sidecar will take the actions set forth in Section I of the Confidential Addendum to improve the accessibility of the Sidecar App to blind users using TalkBack.
- C. By May 1, 2014, Sidecar will take the actions set forth in Section II of the Confidential Addendum to improve the accessibility of the Sidecar App to blind users using VoiceOver and Talkback.
- D. After May 1, 2014, and during the Term of this Agreement and Confidential Addendum, Sidecar will consider the Apple iOS Accessibility Guidelines and

Android Accessibility Guidelines in the development of any future versions of the Sidecar App or new mobile applications and ensure that a blind user of VoiceOver or TalkBack Screen Access Software may access or acquire the same information, engage in the same interactions, and enjoy the same products and services Sidecar offers its sighted users with substantially equivalent ease of use, unless doing so is not technically feasible or would constitute an undue burden or fundamental alteration of its products and/or services.

- E. By December 31st, 2013, Sidecar will take the following actions:
1. Appoint an internal Accessibility Coordinator who will be responsible for overseeing and coordinating Sidecar's implementation of this Agreement and for handling disability-related concerns.
 2. Give reasonable priority to all disability-related concerns from users in good faith when developing future versions of the Sidecar App.
 3. Advise its support personnel to direct disability-related inquiries to the Accessibility Coordinator, who will coordinate the handling of such inquiries.
 4. Provide to Sidecar employees who have a role in programming, coding, adding data to, or editing the Sidecar Apps a list of resources concerning techniques and principles utilized to make mobile apps accessible to blind persons using Screen Access Software and require them to review these resources.
- F. During the first year of this Agreement (i.e. the twelve months following the Effective Date), Sidecar will provide the NFBMA, Yang, and Pyyhkala the opportunity to test versions of the Sidecar App that implement the enhancements set forth in the Confidential Addendum that have not been made as of the Effective Date. NFBMA, Yang, and Pyyhkala will sign non-disclosure agreements prior to being provided access to these new versions. NFBMA, Yang, and Pyyhkala may provide Sidecar with feedback on the accessibility enhancements within fourteen 14 days after being provided with access to the new versions. Sidecar will consider such feedback in good faith and will make appropriate changes to the Sidecar App in future releases if the changes are (1) necessary to ensure that the Sidecar App is reasonably accessible when used with VoiceOver and Talkback, and (2) technically feasible, not commercially unreasonable, unduly burdensome, and not a fundamental alteration of the Sidecar App.
- G. The Parties agree that any delays in implementing the actions set forth in Confidential Addendum Sections I and II that are caused by Acts of God, war, third parties, or factors outside of Sidecar's control, will not be deemed to violate this Agreement as long as Sidecar makes a good faith effort to effect implementation as soon as reasonably possible thereafter and provides written notice of the need for any extensions to the NFBMA prior to the completion

dates agreed to herein. If, in the course of performing the work, Sidecar encounters conditions that render an action not technically feasible, unduly burdensome, or likely to fundamentally alter the nature of the Sidecar App, then Sidecar shall provide written notice to NFBMA, Yang, and Pyyhkala identifying the actions that cannot be taken for some or all of these reasons and shall propose, if available, alternate actions for their consideration.

- IV. Confidentiality. The Parties agree that, other than the Confidential Addendum and the non-disclosure agreements, this Agreement is public and non-confidential. The Parties further agree that all documents and information provided by Sidecar to the NFBMA, Yang, and Pyyhkala in connection with this Agreement and Confidential Addendum (collectively “Confidential Information”) are confidential and may not be disclosed by the NFBMA, Yang, or Pyyhkala to any third party, other than to their respective legal advisors and the NFBMA Board of Directors without Sidecar’s prior written consent. The NFBMA shall advise all legal advisors and the NFBMA Board of Directors of this confidentiality requirement prior to providing them with Confidential Information. The NFBMA, Yang, and Pyyhkala further agree that, other than to enforce the provisions of this Agreement or Confidential Addendum, the Confidential Information will not be used to form the basis of any claim, lawsuit, complaint, or other legal or enforcement action by the NFBMA, Yang, or Pyyhkala either on their own behalf or, in the case of the NFBMA, on behalf of its members, against Sidecar, nor will any such information be used as evidence in any such lawsuit or action. These confidentiality provisions are in addition to those contained in the non-disclosure agreements and will remain in effect after the term of this Agreement and Confidential Addendum.
- V. Compensation for Services. Sidecar will compensate the NFBMA, Yang, and Pyyhkala and their counsel for their services as set forth in Section III of the Confidential Addendum.
- VI. Dispute Resolution.
- A. If, during the term of this Agreement and Confidential Addendum, any dispute arises regarding compliance with the terms of this Agreement and/or Confidential Addendum, the party alleging non-compliance will provide written notice to the other party of any alleged non-compliance. Such notice will be provided as set forth in Section VII.H.
- B. The responding party will have thirty (30) days following the receipt of the notice described in the preceding paragraph above to respond to the notifying party’s allegations of non-compliance with this Agreement and/or Confidential Addendum. The responding party will send this response to the persons identified in Section VII.H using the methods indicated therein.
- C. Following receipt of the response, the Parties will negotiate in good faith for at least thirty (30) days to resolve their differences.

- D. If the Parties are unable to resolve their differences through direct negotiations, the Parties agree to submit to one day of mediation before a mutually agreeable mediator. Sidecar, on the one hand, and the NFBMA, Yang, and Pyyhkala, on the other hand, will share in the cost of the mediator equally.
- E. The Parties agree not to file any lawsuit or action to enforce this Agreement and/or Confidential Addendum until this dispute resolution process has been completed and then only if the allegations of non-compliance have not been corrected within thirty (30) days following the completion of dispute resolution efforts by the Parties.

VII. Miscellaneous.

- A. Independent Contractor Status. The NFBMA, Yang, Pyyhkala, and any of their employees and agents will, in all instances, perform their obligations hereunder as independent contractors, and will, in no event, be deemed to be employees of Sidecar.
- B. Entire Agreement. This Agreement, including the Confidential Addendum and the non-disclosure agreements, represents the sole and entire agreement between the Parties, superseding all prior agreements, negotiations and understandings with respect to the subject matters covered hereby. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any of the Parties concerning the subject matter hereof. This is an integrated agreement.
- C. Construction of the Agreement and Confidential Addendum. This Agreement and Confidential Addendum will be construed as a whole in accordance with its fair meaning in accordance with the laws of the Commonwealth of Massachusetts. The language of this Agreement and Confidential Addendum will not be construed for or against any particular party. Each and every covenant, term, provision, and agreement herein contained will be binding upon and inure to the benefit of the successors and assigns of the Parties except that the NFBMA, Yang, and Pyyhkala may not assign this Agreement or Confidential Addendum without Sidecar's prior written consent. The headings used herein are for reference only and will not affect the construction of this Agreement or Confidential Addendum.
- D. Severability. In the event that any one or more of the provisions contained in this Agreement and/or Confidential Addendum will, for any reason, be held to be invalid, void, illegal, or unenforceable in any respect, such invalidity, voidness, illegality, or unenforceability will not affect any other provision of this Agreement or Confidential Addendum, and the remaining portions will remain in full force.
- E. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which, taken together with the other signed counterparts, shall constitute one and the same instrument, which shall be binding upon and effective as to all Parties. Signatures

that have been scanned by facsimile or for electronic transmission shall be fully and legally binding upon the Parties, as if they were pen-and-ink signatures.

- F. Deadlines. If, despite the good faith efforts of the Parties, one or more of the deadlines contained in this Agreement and/or Confidential Addendum is not met, it is understood that deadlines following that deadline will be moved accordingly as appropriate to ensure adequate time between deadlines and to maintain the original intent of the Agreement and Confidential Addendum.
- G. Amendment to Agreement or Confidential Addendum. Any amendment to this Agreement or Confidential Addendum must be in writing, must be signed by duly authorized representatives of the NFBMA, Yang, Pyyhkala, and Sidecar, and must explicitly state the intent of the Parties to amend the Agreement or Confidential Addendum. No breach of any provision of this Agreement or Confidential Addendum will be deemed waived unless the waiver is in writing signed by a duly authorized representative of the waiving party. Waiver of any one breach will not be deemed a waiver of any other breach of the same or any other provision of this Agreement or Confidential Addendum.
- H. Notices. Notices and all other documents referenced in this Agreement and Confidential Addendum shall be sent by electronic mail and certified mail as to the following individuals:

For the NFBMA, Yang, and Pyyhkala:

Timothy Elder
TRE Legal Practice, LLC
1126 East 36th Street
Baltimore, MD 21218
telder@trelegal.com
Phone: 410-415-3498 Fax: 888-718-0617

and

William J. Hunt
Jeremy Y. Weltman
Clark, Hunt, Ahern & Embry
150 Cambridgepark Drive
Cambridge, MA 02140
whunt@chelaw.com
jweltman@chelaw.com
Phone: 617-494-1920 Fax: 617-494-1921

For Sidecar:

Elizabeth Stevens, Assistant General Counsel

Sidecar Technologies, Inc.

360 Pine St., Suite 700
San Francisco, CA 94104
Beth@side.cr

[Signatures Begin On The Next Page]

EXECUTED to be effective as of the "Effective Date."

SIDECAR TECHNOLOGIES, INC.,

DocuSigned by:
By: Elizabeth Stevens
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Its: Assistant General Counsel

Date: 11/26/2013

NATIONAL FEDERATION OF THE BLIND OF MASSACHUSETTS,
a Massachusetts corporation

DocuSigned by:
By: Kyle Shachmut
C8DC3147E31F4AF...

Its: President

Date: 12/1/2013

KIA YANG

DocuSigned by:
By: Kia Yang
5B0E09FC2AFC46F...

Date: 11/28/2013

MIKA PYYHKALA

DocuSigned by:
By: Mika Pyyhkala
2C8C168A103B414...

Date: 12/1/2013