

## CHARTERUP TERMS AND CONDITIONS FOR PROVIDERS

Last Updated: March 2023

The following terms and conditions, as hereinafter amended from time to time by CharterUP, LLC shall apply to the relationship between you, the operator and your subsidiary and affiliates, and CharterUP. (see [www.CharterUP.com/terms-and-conditions-for-providers.pdf](http://www.CharterUP.com/terms-and-conditions-for-providers.pdf)). By undertaking the acceptance and performance of this order, the Operator is unconditionally expressly agreeing to the foregoing terms and conditions.

These terms and conditions of service constitute a legally binding agreement (the “Agreement”) between CharterUP, LLC (“CharterUP,” “we,” “us,” “our” or “Licensor”) and you (“you,” “Operator”, “Licensee” or “Supplier”) and governing your use of the CharterUP application, website, and technology platform for on demand reservation generation, acceptance, and fulfillment of requests for charter-bus transportation services.

PLEASE BE ADVISED: THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS YOU AND CHARTERUP HAVE AGAINST EACH OTHER CAN BE BROUGHT (SEE SECTION L BELOW). THESE PROVISIONS WILL REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST CHARTERUP TO BINDING AND FINAL ARBITRATION IN ATLANTA, GEORGIA ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP OR REPRESENTATIVE ACTION OR PROCEEDING.

By entering into to this Agreement, you expressly acknowledge that you understand this Agreement (including the arbitration provisions of Section L) and accept all of its terms. If you do not agree to be bound by the terms and conditions of this Agreement, you may not use or access the CharterUP application, website, or technology platform for on demand reservation generation, acceptance, and fulfillment of requests for charter-bus transportation services.

### **A. SERVICES OF CHARTERUP**

1. CharterUP shall base on its reasonable determination of suitability based on information provided by you to CharterUP (Availability Information as defined in C.1., below), deliver to you, on a non-exclusive basis, requests by end users, utilizing the CharterUP website, mobile application, email, or phone (“User) for charter-bus transportation services. In order for you to obtain such leads for the provision of charter services, CharterUP may solicit information from Users regarding dates of travel, pickup and final drop off locations, intermediate stops, number of passengers, type of vehicle requested, the name of the group leader representing the User (if someone other than the User), the identity of any User-preferred motor coach transportation providers (including resellers of motor coach transportation services), and other information as determined in the sole discretion of CharterUP (“Travel Information”). At CharterUP’s discretion, utilizing Availability Information provided by you and other transportation providers, CharterUP shall attempt to match your apparent availability to fulfill the requested transportation as set forth in the Travel Information (“Travel Request”). Should CharterUP in its sole discretion determine based on Availability Information that you could potentially fulfill the Travel Request, CharterUP may choose to inform User of such determination and provide the User, based on your Availability Information, a Rate Quote (as defined in A.6., below), description(s) and picture(s) of the types of motor vehicle(s) you might use to fulfill the Travel Request, your Customer Ratings (as defined in subparagraph A.4., below), and other information CharterUP determines in its sole discretion (“Bid Information”). For each such Travel

Request, CharterUP may, in such order above or below you (i.e., page ranking) as determined in CharterUP's sole discretion, provide Bid Information for other motor carriers or motor-coach transportation resellers (collectively "Providers"), including Providers in competition with you, it determines in its sole discretion could potentially fulfill the Travel Request, or a modification of the Travel Request (e.g., different travel dates) under commercially-reasonable conditions. Such Bid Information for other Suppliers may contain, at CharterUP's discretion, additional, less, or differing information(e.g., badges, symbols, certifications, preferred relationships, services provided, text, etc.) than provided for you, and Users may be provided incentive to choose a Provider other than you. The User will then have the opportunity to select a supplier to request a price quote to fulfill the Travel Request. Upon such selection of Supplier by the User, CharterUP will notify Supplier of the User's Travel Information, not including any contact or identifying information regarding the User, so that Supplier may submit a proposal to the User regarding availability to fulfill the Travel Request, the amount to be charged for fulfilling the Travel Request, and, if such can be determined at that time, the motor coach(es) that will be used to fulfill the Travel Request ("Selected Vehicle), and any terms and conditions (collectively "Proposal"). Such Proposal, or declination of the right to submit a Proposal, shall be sent to CharterUP within eight (8) hours of transmission to Supplier of the Travel Request; failure to respond within such time will result in notification to User of Supplier's decision not to submit a Proposal. Should the User accept such Proposal from Supplier, Supplier will be informed of the reservation ("Accepted Travel Request"). In its sole discretion, CharterUP shall provide Supplier with limited identification and contact information needed to fulfill the Accepted Travel Request. In addition, CharterUP will provide the User with certain information regarding Supplier, including limited contact information as CharterUP may in its sole discretion deem appropriate. You may not contact the User for any reason other than as necessary to fulfill the Accepted Travel Request. CharterUP has no obligation to keep a record of, or notify You of, when a User was supplied your Bid Information nor the identity or Bid Information of Provider(s) a User was presented.

2. CharterUP shall provide Supplier with the ability to register for an account with CharterUP for Operators ("C4O") to supply Availability Information (the "C4O Software") and to use the C4O mobile application. CharterUP makes no representations or warranties whatsoever about the C4O software or the C4O mobile application. Failure to register, maintain an active registration, and to provide accurate, up-to-date Availability Information for each motor vehicle for which Supplier is soliciting reservations under this Agreement, or a breach of any such agreement by you, will relieve CharterUP from any obligation to provide any service to you pursuant to this Agreement. Unless otherwise agreed to by CharterUP in writing, the CharterUP Platform and C4O Software Account may only be used by persons who have the right and authority to enter into this Agreement and are fully able and competent to satisfy the terms, conditions, and obligations herein. The CharterUP Platform is not available to Suppliers who have had their CharterUP or C4O software accounts temporarily or permanently deactivated. You may not allow other persons to use your account with us, and you agree that you are the sole authorized user of your account.
3. CharterUP shall, during such times as such is available from CharterUP for other Providers, provide Supplier with a mobile application that must be used in accordance with the instructions provided by CharterUP by assigned drivers while providing transportation services pursuant to this Agreement. Such mobile application must be installed on a mobile device utilized by the driver while providing service and will be used, in part, to provide CharterUP and Users with location, driver name, driver picture, driver contact information, and other information in order to provide Users with a good experience and for billing and

payment purposes. Prior to assigning a driver to fulfill an Accepted Travel Request, Supplier shall notify, and obtain the consent for such collection and disclosure from, drivers that such information may be collected and transmitted to CharterUP and may be disclosed to third parties. Actively interacting with such mobile device, particularly by the driver, while the motor coach is in operation must be in accordance with applicable federal, state, and local laws.

4. You acknowledge and agree that at any point, CharterUP may contact Users and obtain from User a rating of Supplier, including comments or other feedback, about Supplier, including any aspect of completing the booking process, quality of the services provided and equipment utilized (including, for purposes of example only, whether the equipment matched the Selected Vehicle), whether the final price was the same as the quoted price, and any other items within CharterUP's sole discretion. In addition, CharterUP may collect, utilizing information it obtains on the internet, including without limitation from sites that aggregate or collect customer ratings, customer satisfaction information regarding Supplier. Such information will be collected and made available to Users as an average (or weighted average with emphasis on ratings obtained by CharterUP directly from Users) rating and with the comments and feedback of Users (collectively "Customer Ratings"). CharterUP has no obligation to verify the accuracy of any User's rating, feedback, or comments, although CharterUP is authorized by you to edit or remove User feedback that contains obscenities or other objectional content, such as personally-identifiable information (e.g., date of birth, social security number, home address, etc.) or otherwise constitute an invasion of privacy or is racially, sexually, or similarly offensive. Such Customer Ratings are not a measure of compliance with CharterUP's policies and/or recommendations but as a measure of customer satisfaction. Should Supplier's Customer Ratings fall below such minimum as CharterUP may from time to time set, CharterUP may suspend Supplier's account on CharterUP's website; provided that upon such suspension, Supplier may continue to utilize the scheduling portal for its motor vehicles for a period not to exceed fourteen (14) calendar days.
5. CharterUP shall make commercially-reasonable efforts to maintain its website and associated mobile applications so that they are up and functioning; however, CharterUP is not obligated pursuant to this Agreement or otherwise to guarantee up time, the absence of delays in processing, or absence of communication problems or delays, software bugs or design errors, errors in processing of requests or availability, or the absence of any other problems inherent in the use of the internet, electronic communications, computer processing, or development of software.
6. CharterUP, utilizing the rates contained in the Availability Information for the selected motor vehicle and the User's Travel Information and adding to the rate(s) provided such other amount as CharterUP may from time to time, in its sole discretion, add, CharterUP shall calculate the rate, or range of rates, CharterUP reasonably estimates the Supplier will charge the User to fulfill the Travel Request ("Rate Quote"). CharterUP does not warrant or guarantee to User or Supplier any degree of accuracy of the Rate Quote nor how close it is to the to the charge set forth in the Proposal, which amount is within the full discretion of Supplier.
7. For each Accepted Travel Request, User shall be required to provide payment, either by credit card or bank transfer (including ACH Transfer) to CharterUP for the full amount. Supplier shall confirm with CharterUP that payment has been made by User prior to the performance of service and/or as required by any terms and conditions set forth in the Proposal; CharterUP

is only obligated to deliver, as specified below, such amounts as are paid by User and does not guarantee payment. Should User initiate any changes to the Accepted Travel Request (“Amended Accepted Travel Request”) resulting in an increased charge, as determined by Supplier, CharterUP shall likewise require immediate payment by User for the amount of the increased charge; however, Supplier shall confirm that the full amount has been paid to CharterUP prior to the performance of services as CharterUP shall only be obligated to pay such amounts paid by User to CharterUP for the services. CharterUP shall retain on deposit such payment(s) until the Supplier’s driver, utilizing the CharterUP mobile application, notifies CharterUP that the Accepted Travel Request, or the Amended Accepted Travel Request, if applicable, has been fulfilled and such is confirmed by the User or group leader utilizing the mobile application. Within fourteen (14) business days, CharterUP shall instruct its bank to transmit based on previously provided account information from Supplier, the amounts due from User, less CharterUP’s commission. Provided, however, that should User submit a complaint regarding Supplier, such payment may be suspended until resolution of the Complaint; provided further that should a User submit a complaint regarding Supplier after payment has been made for the Accepted Travel Request and, if applicable, Amended Accepted Travel Request, relating to the complaint, CharterUP may suspend payment of any other amounts due Supplier from CharterUP until such complaint is resolved. Provided further that should the Supplier's driver not utilize the CharterUP mobile application continuously from trip dispatch through fulfillment of the Accepted Travel Request or, if applicable, Amended Accepted Travel Request, CharterUP may delay payment for an additional sixty (60) days of when it was otherwise due.

8. From time to time, CharterUP may designate one or more Supplier's as "certified" on information provided to Users. If Supplier desires such designation, it must pay the applicable fee at the time of the request, and it must demonstrate to CharterUP that (a) it provides access, twenty-four (24) hours a day, seven (7) days a week, to a customer service agent authorized to resolve service and customer issues; and (b) have a Customer Rating of at least three-and-a-half (3.5) stars as determined by CharterUP.
9. CharterUP reserves the rights to create websites, marketing material, and localized web listings under DBA to increase business to the platform and to the Suppliers.
10. Supplier agrees to maintain the utmost high level of standard of service and safety to provide quality service to CharterUP and its customers. Provider agrees to have more than 95% of trips tracked in accordance with CharterUP’s requirements for the entirety of each trip. Provider agrees to have a less than 0.5% trip cancellation rate in a calendar year. If these standards are not met at any time, Provider may, among other things, lose preferred partnership status with CharterUP.

## **B. REPRESENTATIONS AND WARRANTIES OF SUPPLIER**

1. For at least one (1) full, continuous year prior to this Agreement, Supplier has been a motor carrier registered with the United States Department of Transportation, Federal Motor Carrier Safety Administration (“FMSCA”) and has obtained the necessary operating authorities to provide interstate passenger transportation. In addition, to the extent legally required, Supplier has completed all necessary registrations and obtained all necessary authorities in the states in which it operates to provide intrastate passenger transportation services.
2. For at least one (1) full, continuous year prior to this Agreement, Supplier has actively operated and transported passengers utilizing motor coaches, mini- buses, and/or vehicles

designed to carry ten (10) or more people for recreational purposes.

3. Supplier is not currently suspended or otherwise subject to any interventions (e.g., warning letter, focused investigation, etc.) pursuant to the FMCSA's Safety Measurement System or comparable state safety programs. Should Supplier be subjected to any FMCSA intervention or to any similar action by a state agency, Supplier will immediately notify CharterUP in writing of same and the steps being taken to resolve the safety concerns raised by the FMCSA or state agency. Should such matters not be resolved to CharterUP's satisfaction within sixty (60) days, CharterUP may terminate this Agreement pursuant to Subparagraph H.2., below, and exercise its rights as set forth below.
4. Supplier complies with all federal and state law requirements regarding obtaining and reviewing the backgrounds of its drivers as well as monitoring, as provided in state and federal law, its drivers for drug and alcohol use and driving records.
5. Supplier warrants that it is not insolvent and is financially stable and has sufficient assets and cash flow to maintain its current operations for a minimum of twelve (12) months and that it can provide, upon demand, a certified balance sheet and financial statement to that effect.
6. Supplier warrants that it understands and agrees that upon acceptance of a Travel Request, it has a direct business relationship between Supplier and User and that CharterUP has no responsibility and/or liability (at law, in fact, contract or otherwise) for the actions or inactions of User. Further, you acknowledge and agree that CharterUP has no responsibility and/or liability (at law, in fact, contract, or otherwise) for your actions or inactions in connection with User and that nothing herein, including Paragraph H, below, provides otherwise.
7. Supplier warrants that for all services provided to the Government of the United States of America, including the Department of Defense and other agencies of the federal government, it shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
8. Supplier warrants that its vehicles are in good operating condition and that each of its vehicles meets the industry safety standards and all applicable statutory and state department of motor vehicle requirements for a vehicle of its kind, and any and all applicable safety recalls have been remedied per manufacturer instructions.
9. Supplier and its drivers will not engage in negligent or reckless behavior while operating vehicles, drive unsafely, operate a vehicle that is unsafe to drive, permit an unauthorized third party to accompany a driver in the vehicle while providing any services hereunder, drive while under the influence of alcohol or drugs, or take action that harms or threatens to harm the safety of the Users, CharterUP and its employees, subsidiaries and affiliates or third parties.
10. Supplier will only provide services hereunder using vehicles that have been reported to

CharterUP.

11. Supplier will not, while providing the services hereunder, operate as a public or common carrier or bus or charter service, accept street hails, charge for rides (except as expressly provided in this Agreement), demand that a User pay in any format other than through the CharterUP Platform, or accept any other form of payment from the User, or engage in any other activity in a manner that is inconsistent with your obligations under this Agreement.
12. Supplier will not attempt to defraud CharterUP or Users on the CharterUP Platform or in connection with your provision of services hereunder. If we suspect that you have engaged in, or attempted to engage in, fraudulent activity of any kind we may withhold applicable payments for Accepted Travel Requests or other fees due to it and take any other action against you available under the law.
13. Supplier will not discriminate against Users with disabilities and agrees to continuously review CharterUP's Anti-Discrimination Policies, as may be in effect from time to time. Supplier will make reasonable accommodation as required by law and our Service Animal Policy and Wheelchair Policy, as may be in effect from time to time, for Users who travel with their service animals or who use wheelchairs (or other mobility devices) that can be folded for safe and secure storage in the bus storage compartments.
14. Supplier agrees that we may obtain information about Supplier and its drivers, including criminal and driving records, and Supplier agrees to provide any further necessary authorizations to facilitate our access to such records during the term of the Agreement.
15. Supplier will promptly pay all applicable federal, state and local taxes based on your provision of services under this Agreement and any payments received by it.
16. Supplier certifies, warrants and represents that the telephone numbers that Supplier has provided to CharterUP are Supplier's contact numbers, and that Supplier is permitted to receive calls and messages at each of the telephone numbers Supplier has provided to CharterUP.

## **C. OBLIGATIONS OF SUPPLIER**

1. Supplier shall fully perform an Accepted Travel Request, shall strictly adhere to the Accepted Travel Request and, if applicable, an Amended Accepted Travel Request, cooperate with CharterUP, and shall provide (in a format determined by CharterUP) such complete and accurate information as required by CharterUP to provide the services set forth in Paragraph A, above, including geographic areas serviced by Supplier and, for each motor vehicle that could be reserved under the Agreement, the applicable rate(s), types (including passenger capacity, amenities, etc.), the Vehicle Identification Number, make, model, year manufactured, reasonably-accurate picture(s), and dates and times the vehicle is not available for trip reservations ("Availability Information"). In order to ensure such up to date information, Supplier shall use the CharterUP for Operators platform provided by CharterUP scheduling portal to schedule bookings Supplier makes based on reservations not made pursuant to this Agreement.
2. In all communications with Users, and on all vehicles used to provide transportation services pursuant to this Agreement, Supplier must provide or display its legal name, as appropriate, as the responsible motor carrier in a manner consistent with applicable law. Supplier

warrants and understands that CharterUP is a technology company and is not a motor carrier and that Supplier will take no action and make no communication that could be reasonably interpreted as implying that CharterUP is a motor carrier.

3. When providing transportation services pursuant to this Agreement, Supplier shall:
  - a. Use vehicles that are not older (as measured from date of first use by any owner) than ten (10) years or have more than 1,000,000 miles of use;
  - b. Use vehicles that are operated in full compliance with applicable standards of the United States Department of Transportation (“USDOT”), including without limitation those standards of the FMCSA, and similar state agency in which the vehicle is operated;
  - c. Utilize only drivers who are properly licensed in compliance with FMCSA requirements and who are engaging in driving activities only as permitted by the FMCSA or applicable state law, including, without limitation, pursuant to a valid medical certificate, subject to a drug and alcohol testing program compliant with USDOT/FMCSA requirements, and within the permitted hours of service;
  - d. Maintain a drug and alcohol program in accordance with the Drug-Free Workplace Act of 1988;
  - e. Utilize vehicles that are in good working order, are clean at the time of dispatch to the pickup location, have fully working lavatories, as well as any terms and conditions specified at time of booking or subsequently agreed to;
  - g. Shall not, regardless of any other provision in this Agreement to the contrary, subcontract or assign any aspect of its fulfillment of an accepted Travel Request, including without limitation shall not use any vehicle that is not operated under Supplier’s certificate of authority and/or shall not use any non-Supplier-employee-driver, without the express, prior, written permission of CharterUP;
  - h. Fully comply with the terms, conditions, and requirements of each and every Accepted Travel Request and Amended Accepted Travel Request;
  - i. Install technology on the Supplier’s vehicles used to fulfill Travel Requests, at Supplier’s expense, at CharterUP’s sole and reasonable discretion, for example including but not limited to GPS tracking, for the purpose of monitoring compliance with this Agreement and to provide additional services to Users, including, for example, allowing Users to track the bus on their mobile devices as it travels to the pickup point or any intermediary points prior to final drop off; provided, however, such that technology shall not interfere with the operation of Supplier’s vehicles; and
  - j. Supplier must require its drivers use the CharterUP mobile application at all times while providing transportation services pursuant to this Agreement or otherwise while fulfilling an Accepted Travel Request or Amended Accepted Travel Request.
  - k. Aside from own company logos, supplier cannot use buses with other company logos (including FlixBus Inc.) to service CharterUP trips. Under standard terms, suppliers will not be paid for these trips and incur a penalty up to \$3,000 per occurrence.
  - l. Cooperate with CharterUP, and shall provide (in a format determined by CharterUP) such complete and accurate information as required by CharterUP to provide the services set forth in Paragraph A, above, including geographic areas serviced by Supplier and, for each motor vehicle that could be reserved under the Agreement, the applicable rate(s), types (including passenger capacity, amenities, etc.), the Vehicle Identification Number, make, model, year manufactured, reasonably-accurate picture(s), and dates and times the vehicle is not available for trip reservations (“Availability Information”).
4. Throughout the term of this Agreement, Supplier shall maintain the following insurance

policies, underwritten by insurers with a current AM Best rating of A-, VII or higher, and have CharterUP endorsed on such policies as an additional insured:

- a. Commercial General Liability insurance including Products/ Completed Operations, Blanket Contractual Liability applicable to any hold harmless or indemnification obligation extended to CharterUP by Supplier under this Agreement and Personal Injury Liability with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate for bodily injury and property damage claims combined. The policy shall include CharterUP as an additional insured party for claims arising from the acts or omissions of Supplier or its employees, representatives or contractors and shall be arranged to acknowledge that it is primary before any other insurance available to the additional insured parties.
  - b. Commercial Automobile Liability insurance applicable to all owner, non-owned or hired motor vehicles operated in the course of Supplier's business activities and providing coverage limits of at least \$5,000,000 per occurrence for bodily injury and property damage combined. The policy shall include CharterUP as an additional insured party.
  - c. Workers Compensation providing statutory benefits coverage and Employers Liability coverage with limits of at least \$500,000/\$1,000,000/\$500,000, applicable to all employees of Supplier who perform activities or work required under this Agreement.
  - d. Media Liability and/or Professional Errors and Omissions Liability insurance with limits of at least \$5,000,000 applicable to any claim for (i) professional error and omissions or (ii) property rights infringement, which Supplier is obligated to indemnify CharterUP under terms of this Agreement. This policy shall include contractual liability insurance applicable to Supplier's indemnification obligations under this Agreement. Supplier shall inform CharterUP of any erosion of the aggregate limit of this policy.
  - e. Prior to CharterUP performing work or services under this Agreement, Supplier agrees to furnish Certificates of Insurance on Acord forms or the equivalent, confirming the above insurance and endorsements, including all required coverage terms, and keep said certificates current throughout the term of this Agreement. CharterUP's failure to require or demand any evidence of insurance does not constitute a waiver of any requirement for Supplier to obtain insurance, nor does it limit Supplier's other obligations. Supplier agrees to notify CharterUP thirty (30) days in advance of any cancellation, non-renewal or coverage reduction in the required insurance.
5. Supplier shall be solely responsible for the direction, supervision, and compensation of its employees. Under no circumstances will employees of Supplier be deemed to be the employees of, or under the direction or control of CharterUP for any reason.
  6. Supplier shall comply with all applicable laws in the acceptance and performance of a Travel Request, including compliance with the Americans with Disabilities Act, 42 U.S.C. §1981, and other federal, state, and local laws regarding equal access to transportation services.
  7. Should Supplier cancel an Accepted Travel Request or, if applicable, an Amended Accepted Travel Request, Supplier shall immediately reimburse CharterUP a fee based on the reservation amount and when the reservation is canceled:
    - a. If the reservation is canceled 24 hours or less before scheduled departure, the fee is



\$750 per vehicle per day, or the full value of the trip, whichever is greater (this fee is requested and processed by an internal team).

- b. If the reservation is canceled more than 24 hours, and 14 days or less, before scheduled departure, the fee is \$500 per vehicle, per day.
- c. If the reservation is canceled more than 14 days, and 30 days or less, before scheduled departure, the fee is \$250 per vehicle and per day.
- d. If the reservation is canceled more than 30 days before scheduled departure, no fee will apply.

Fees will also be imposed if Supplier fails to promptly arrive at pickup for an accepted reservation, while failing to adhere to the CharterUP trip cancellation sequence noted above (i.e., if Supplier “no shows”):

- e. If a reservation is canceled after scheduled departure (i.e., if Supplier were to “no show”), the minimum fee is the full value of the trip.

Cancellation fees are typically charged at the time of cancellation through a credit card transaction, though may be withheld from future payout(s) to Supplier. In addition to the fees and consequences set out in this Policy, Suppliers who cancel, or are found responsible for a cancellation, will not receive a payout for that reservation, or, if the payout has already been made, future payouts will be reduced accordingly. The fees described in this Section C.7 shall be in addition to any other damages and/or costs (including, without limitation, any costs of defense) CharterUP incurs as a result of Supplier’s cancellation/no-show.

- 8. a. During the term of this Agreement and for a period of twelve (12) months following its termination for any reason, Supplier agrees that it will not, in any geographic service area identified to CharterUP in C.1., above, during the term of this Agreement, provide transportation services through, or on behalf of, Lyft, Inc., Uber USA, LLC, Via Transportation, Inc., Zum Services, Inc., or any other car sharing or bus aggregator service. Should Supplier violate this provision of the Agreement, CharterUP may terminate its obligations under this Agreement immediately, including, within limitation, delivery of leads, and may terminate any Accepted Travel Request or, if applicable, Amended Accepted Travel Request. Any payments due Supplier under the Agreement may also be withheld pending final resolution through negotiated settlement or arbitration (or judicial proceedings should Paragraph L (Arbitration) be held inapplicable) of the damages incurred by CharterUP.
  - i. Notwithstanding the foregoing, and to exemplify the breadth of the foregoing, the prohibition in C.8.a., above, shall not preclude Supplier from providing line haul services, i.e., providing whole motor coach transportation services on a regular and recurring basis for resale by an otherwise prohibited business of individual seats to individual consumers in the retail market, to such prohibited business; provided, however, that such shall not be permitted utilizing motor coaches wrapped in accordance with B.3 of the CharterUP Preferred Provider Agreement, if and to the extent applicable.
- b. During the term of this Agreement and for a period of twenty-four (24) months following its termination for any reason, Supplier agrees that it will not solicit nor provide transportation services to any User introduced to Supplier by CharterUP during the term of this Agreement.
- c. During the term of this Agreement and for a period of forty-eight months following its termination for any reason, Supplier agrees that CharterUP shall have the right to inspect at reasonable times and places, the records and other information of Supplier to determine whether Supplier has been in compliance with this Paragraph

- 8 or any other provision of this Agreement.
- d. During the term of this Agreement and for a period of twenty-four (24) months following its termination for any reason, Supplier agrees that it will not directly or indirectly solicit, deliver or provide transportation services to any person, entity, organization, or governmental authority (“Consumer”) that utilizes transportation services provided by CharterUP, or any intermediary (“Intermediary”) assisting with the procurement such transportation services on behalf of CharterUP or Consumer, even if a business relationship between Supplier and such Consumer or Intermediary, as applicable, pre-dated any business relationship between Supplier and CharterUP.
9. Supplier agrees that during the term of this Agreement and following the term of the Agreement and for a period of twenty-four (24) months thereafter, CharterUP has a non-exclusive, worldwide, perpetual license to use, at CharterUP's sole discretion, Supplier's trademarks, tradenames, logos, assigned Universal Resource Locator, and related intellectual property on its website and/or marketing media and may provide links or other methods for actual or potential customers to access information about Supplier and/or to read and post reviews of Supplier on such services as Yelp<sup>®</sup>, Facebook<sup>®</sup>, Yellowpages<sup>®</sup>, TripAdvisor<sup>®</sup>, or other similar services.
  10. Supplier will not and will not encourage others to disparage or otherwise denigrate CharterUP and/or the services it provides and or its officers, directors, employees, subsidiaries or affiliates or any of their respective members or shareholders. Neither you nor anyone acting on your behalf will publish, post, or otherwise release any material in written or electronic format, make speeches, gain interviews, or make public statements that mention CharterUP, its operations, clients, employees, products, or services without the prior written consent of CharterUP, except as may be otherwise required by federal, state, or local statute, regulation, ordinance, or court order.
  11. Supplier at all times covenants and agrees that you and your drivers, employees, contractors and agents will not:
    - a. impersonate any person or entity including, but not limited to CharterUP or any User;
    - b. stalk, threaten, or otherwise harass any person, or carry any weapons;
    - c. violate any law, statute, rule, permit, ordinance or regulation;
    - d. interfere with or disrupt the CharterUP Platform or the servers or networks connected to the CharterUP Platform or C4O Software Account or C4O mobile application;
    - e. post information or interact on the CharterUP Platform or C4O Software Account in a manner which is fraudulent, libelous, abusive, obscene, profane, sexually oriented, harassing, or illegal;
    - f. use the CharterUP Platform in any way that infringes upon CharterUP's rights or any third party's rights, including: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
    - g. post, email or otherwise transmit any malicious code, files or programs designed to interrupt, damage, destroy or limit the functionality of the CharterUP or any computer software or hardware or telecommunications equipment or surreptitiously intercept or expropriate any system, data or personal information;
    - h. forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the CharterUP Platform;
    - i. “frame” or “mirror” any part of the CharterUP Platform, without our prior written authorization or use meta tags or code or other devices containing any reference to us

- j. in order to direct any person to any other web site for any purpose; modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the CharterUP Platform or C4O Software Account or C4O mobile application;
  - k. rent, lease, lend, sell, redistribute, license or sublicense the CharterUP Platform or access to any portion of the CharterUP Platform;
  - l. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, scrape, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the CharterUP Platform or its contents;
  - m. link directly or indirectly to any other websites;
  - n. transfer or sell your CharterUP or C4O Software account, password and/or identification, or any other CharterUP or User's Information to any other party;
  - o. discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation;
  - p. publish or communicate to any person or entity Disparaging (as defined herein) remarks, comments or statements concerning any User, Supplier, CharterUP, or any of their subsidiaries or affiliates, officer, directors, employees, members or shareholders or the C4O mobile application. "Disparaging" remarks, comments, or statements are those that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of the business of any of the foregoing persons and entities. Nothing stated herein bars Supplier from participating in any proceeding by or before the Equal Employment Opportunity Commission or other governmental agency to the extent permitted by law, but Supplier cannot recover any relief or other remedy from that or any other proceeding related to any cause or matter settled or waived pursuant to this Agreement; and
  - q. cause or assist directly or indirectly any third party to engage in the restricted activities above.
- 12. Except as may be otherwise required by federal, state, or local statute, regulation, ordinance, or order, disparage or otherwise denigrate CharterUP and/or the services it provides.
- 13. When the services furnished are for use in connection with a U.S. Government contract or subcontract, the provisions and terms set forth in Appendix A shall apply.
- 14. When the services furnished are for use in connection with a state governmental agency, or any political subdivision of the state, the legally required terms of such provision of services shall control, including, by example and not as limitation, provisions regarding the retention and disclosure of records, early termination, non-discrimination, anti-kickback, anti-fraud, and so forth.
- 15. Because of the direct contractual relationship between Supplier and User, Supplier shall be responsible for collecting and remitting to the appropriate taxing authorities, all sales, service, use or other taxes due for the sale and provision of Supplier's services to Users pursuant to this Agreement.
- 16. Once Supplier accepts a Travel Request, it must use commercially reasonable efforts to complete the trip using its own motor coaches and personnel, on a timely basis. If despite such efforts, Supplier determines in good faith that it must utilize one or more motor coaches

and/or drivers from a third party, Supplier must obtain advance permission from CharterUP and, at Supplier's sole cost and expense, must ensure that such third party complies with the quality, service, license, insurance, and safety requirements required under this Agreement. Further, Supplier shall be strictly liable for, and defend CharterUP against, any claim or liabilities relating to, or arising from, the third-party provider. Further, in the event a third party's motor coach and/or driver is utilized, payment to Supplier from CharterUP may be delayed by up to ninety (90) days after it would otherwise be due pursuant to A.5., above.

17. Supplier represents that its performance of all the terms of this Agreement does not and will not breach any agreement between it and any other employer, customer, person or entity. Supplier has not entered into, and agrees that it will not enter into, any agreement either written or oral in conflict herewith. Supplier agrees that it will not engage in any other activities that conflict with its obligations herein.
  
18. Supplier expressly consents to be contacted by CharterUP, its agents, representatives, affiliates, or anyone contacting Supplier on CharterUP's behalf for any and all purposes arising out of or relating to Supplier's relationship with CharterUP, including information and updates related to referrals, bookings, confirmations, itineraries, Travel Information, Travel Requests, Bid Information, Bid Requests, Proposals, Accepted Travel Requests, and any updates or modifications thereto ("Electronic Communication"). Supplier further expressly agrees that:
  - a. such Electronic Communication may include, but is not limited to the form of, phone calls (including calls using prerecorded messages or artificial voice, and calls and messages delivered using an auto telephone dialing system or an automatic texting system), SMS messages (including text messages), and e-mail addresses;
  - b. CharterUP may, in its sole discretion, collect, store, and send Electronic Communication to Supplier, and Supplier expressly consents to receive Electronic Communication from CharterUP, CharterUP's agents, representatives, affiliates or anyone calling on CharterUP's behalf at the specific number(s) and/or addresses Supplier has provided to CharterUP, or numbers or addresses CharterUP can reasonably associate with Supplier's account (through skip trace, caller ID capture or other means);
  - c. CharterUP may listen to and/or record phone calls between Supplier and CharterUP's representatives without notice to Supplier as permitted by applicable law;
  - d. Supplier will promptly alert CharterUP whenever Supplier stops using a particular telephone number or e-mail address; and
  - e. receipt of Electronic Communication from CharterUP is a condition of Supplier's relationship with CharterUP; upon Supplier's decision to cease receiving Electronic Communication on an ongoing basis from CharterUP, CharterUP may, in its sole discretion, terminate CharterUP's business relationship with Supplier.

#### **D. USE OF CHARTERUP'S MARKS**

1. For purposes of this Agreement, the following additional definition shall apply:

The "Proprietary Subject Matter" consists of artwork and other distinctive creative elements derived from the property entitled "CharterUP", (the "Property"), including the trademarks, tradenames, service marks, logos, symbols, copyrights, designs, websites and web addresses (URLs) and other proprietary marks of CharterUP related thereto.

2. Only when providing services under this Agreement and/or otherwise providing authorized services in association with the CharterUP name, Licensee agrees to use any of CharterUP's trademarks, tradenames, logos, and related intellectual property only in accordance with the requirements set forth in this Agreement. Licensee may not use Proprietary Subject Matter in any marketing, advertising, or other business development activities. Additionally, Licensor hereby agrees to operate only buses, mini-buses, or other vehicles that carry at least nine (9) passengers plus the driver. Licensor hereby agrees, to the extent not already provided elsewhere in this Agreement, that all vehicles will be driven only by a driver possessing and driving under a valid commercial driver's license.
3. COPYRIGHT, TRADEMARKS, ETC.: Licensee's use of the Proprietary Subject Matter shall inure exclusively to the benefit of Licensor, and Licensee shall not acquire any rights therein by virtue of its use thereof. Licensee recognizes the unique value of the Proprietary Subject Matter and the value of the goodwill associated therewith, and the secondary meaning that the Proprietary Subject Matter and goodwill have acquired in the mind of customers and/or the public.
4. Licensee's use of the Proprietary Subject Matter shall not confer or imply a grant of rights, title or interest in the Proprietary Subject Matter or goodwill associated therewith and all ownership of copyrights, trademarks and other rights in the Proprietary Subject Matter and in all artwork, packaging, copy, literary text, advertising and promotional materials of any sort utilizing the Proprietary Subject Matter, including all such materials developed by Licensee, and the goodwill pertaining thereto, ("Collateral Materials") shall be and at all times remain in the name of Licensor. All Collateral Materials shall constitute "works made for hire" within the meaning of U.S. copyright law, and all such Collateral Materials shall be deemed transferred and assigned to Licensor promptly upon creation without any further action by any party hereto. All Collateral Materials shall be prepared by an employee-for-hire of Licensee under Licensee's sole supervision, responsibility and monetary obligation. If third parties who are not employees of Licensee contribute to the creation of the Collateral Materials, Licensee shall obtain from such third parties, prior to commencement of work, a full written assignment of rights so that all right, title and interest in the Collateral Materials, throughout the universe, in perpetuity, shall vest in Licensor. Licensee shall not permit any of its employees or third parties to obtain or reserve by written or oral agreement or otherwise, any rights as "authors" or "inventors" of any artwork or designs (as such terms are used in present or future U.S. copyright and/or patent statutes or judicial decisions).

## **E. INDEMNIFICATION**

1. IP Indemnity. The Parties shall indemnify, defend and hold harmless each other and their respective affiliates, customers, employees, successors and assigns (collectively hereafter "Parties") from and against any losses, damages, claims, fines, penalties and expenses (including reasonable attorney's fees) that relate to, arise out of or result from any third-party claim that: in the case of Licensee, result from any materials, deliverables, goods or Services furnished hereunder by Licensee (excluding third-party vendor products or services); in the case of CharterUP, any Proprietary Subject Matter licensed to Supplier by CharterUP, infringes any intellectual property rights held by any third party, including, without limitation, copyright, patent, trademark, trade secret or other proprietary rights ("IP Claim").
2. General Indemnity. The Parties shall indemnify, defend and hold harmless each other from

and against any and all liability under any claim, demand, suit or cause of action of any kind brought by a third party (including without limitation a User or a passenger) (“Claim”), including, but not limited to, warranty, negligence, strict liability, and any other cause of action, for any losses, damages, claims, fines, penalties and expenses (including reasonable attorney’s fees) relating to, arising out of, connected with, or resulting from the gross negligence or willful misconduct in the performance of their respective obligations under this Agreement. Provided, however, that CharterUP shall not be required to indemnify Supplier for any claims by Supplier or third parties arising from a third-party vendor’s products or services.

3. Indemnification Procedures. The procedures set forth in this Section shall apply to any indemnification sought by either party under this Agreement. The indemnified party will provide the non-indemnified party with prompt, written notice of any Claim or IP Claim and will cooperate appropriately with the non-indemnified party in connection with the non-indemnified party's evaluation of such Claim or IP Claim. At the indemnified party's request, the non-indemnified party shall assume the defense of such Claim or IP Claim with counsel reasonably satisfactory to the indemnified party, at the non-indemnified party’s sole cost. The non-indemnified party shall not settle or compromise any Claim or IP Claim or consent to the entry of any judgment without the prior written consent of the indemnified party and without an unconditional release (but specifically excluding a release conditioned upon the indemnified party’s ceasing use of any infringing product subject to such IP Claim) of all claims by each claimant or plaintiff in favor of the indemnified party. If the non-indemnified party fails to satisfy its indemnification obligations under this Agreement, the indemnified party shall have the right, but not the obligation, to adjust, settle or defend the Claim or IP Claim without affecting the indemnified party's entitlement to indemnity by the non-indemnified party.

## **F. NOTICES**

1. All notices, demands, contracts or waivers hereunder shall be given in writing by first class mail, messenger, air courier or addressed, if to CharterUP at 6595 Roswell Road, Suite G291, Atlanta, GA, 30328, USA and, to Supplier, as indicated by Supplier upon registration of its account on CharterUP’s website or as otherwise indicated in writing by a party hereto. The date of messengering or facsimile shall be deemed to be the date of service. Three (3) business days from the date of service for mailed notices shall be deemed to be the date of service for mailed notices. One (1) business day from the date of overnight air courier handling shall be deemed to be the date of service for courier handled notices.

## **G. NO WAIVER OR MODIFICATION**

1. No waiver by either party of a prior breach or default hereunder shall be deemed a waiver by such party of a subsequent breach or default of a like or similar nature.
2. CharterUP may in its discretion, revise, amend, modify or update the terms of this Agreement from time to time for its own commercial purposes. Upon such amendment, CharterUP shall make the amended agreement available to Supplier on Supplier's portal on the CharterUP platform, and Supplier is responsible for monitoring for amendments to the Agreement. CharterUP may, but is not obligated to, inform Supplier of such amendments. Unless required by law, no amendment will become effective upon posting.. Continued use of the CharterUP Platform or services hereunder after any such changes shall constitute your consent to such changes. CharterUP reserves the right at any time to modify or revise any

information on pages referenced in any hyperlinks herein and such modifications and or revisions shall become effective upon posting.

## **H. TERMINATION**

1. The terms of this Agreement are subject to termination by the CharterUP after thirty (30) days' written notice of termination, should the Supplier, in CharterUP's reasonable opinion, breach any agreement with CharterUP or be unable, to accept or perform the Accepted Travel Requests and/or Amended Accepted Travel Requests in compliance with this Agreement. During such period of notice, CharterUP shall have no obligation to proffer any of Supplier's Bid Information to Users and may suspend any payments due to Supplier pending a final accounting.
2. CharterUP may terminate this Agreement immediately upon any failure to satisfy the requirements of Subparagraph B.3., above; insolvency or initiation of bankruptcy proceedings (whether voluntary or involuntary) by Supplier, debarment from contracting with any customer, or breach by Supplier of Paragraph C (Obligations of Supplier). Supplier represents and warrants that is not currently suspended or otherwise subject to any interventions (e.g., warning letter, focused investigation, etc.) pursuant to the FMCSA's Safety Measurement System or comparable state safety programs. Should Supplier be subjected to any FMCSA intervention or to any similar action by a state agency, Supplier will immediately notify CharterUP in writing of same and the steps being taken to resolve the safety concerns raised by the FMCSA or state agency. Should such matters not be resolved to CharterUP's satisfaction within sixty (60) days, CharterUP may terminate this Agreement pursuant to Subparagraph H.2., and exercise its rights as set forth herein.
3. This Agreement may be terminated by either party for any reason following ninety (90) days' notice of such termination. During the final thirty (30) days of such notice, CharterUP shall have no obligation to proffer any Travel Request to Supplier.

## **I. NO ASSIGNMENT**

1. The rights and obligations of Supplier under this Agreement are personal to Supplier and may not be assigned, mortgaged, sublicensed or otherwise transferred or encumbered by Supplier or by operation of law, unless otherwise previously agreed to in writing by CharterUP. Approval of an assignment of this Agreement by Supplier shall be in CharterUP's sole discretion. Any purported assignment or other transfer by Supplier of any rights granted to Supplier under this Agreement (including any assignment for security purposes), without CharterUP's prior written approval, shall be void and of no effect. CharterUP reserves the right to assign this Agreement to any third party and to hypothecate or pledge this Agreement as collateral for any purpose. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of CharterUP.

## **J. CONFIDENTIALITY**

1. Other than as may be required by any applicable law, government order or regulation, or by order or decree of any court of competent jurisdiction, Supplier shall not divulge or announce, or in any manner disclose to any third party, any information or matters revealed to Supplier pursuant hereto, or any of the specific terms and conditions of this Agreement.

## **K. RELATIONSHIP OF PARTIES**

1. As a Supplier on the CharterUP Platform, you acknowledge and agree that you and CharterUP are in a direct business relationship, and the relationship between the parties under this Agreement is solely that of independent contracting parties. You and CharterUP expressly agree that (a) this is not an employment agreement and does not create an employment relationship between you and CharterUP; and (b) no partnership, joint venture, franchisor- franchisee, partnership, or agency relationship is intended or created by this Agreement. You have no authority to bind CharterUP, and you undertake not to hold yourself out as an employee, agent or authorized representative of CharterUP.
2. CharterUP does not, and shall not be deemed to, direct or control you generally or in your performance under this Agreement specifically, including in connection with your provision of transportation services as described herein, your acts or omissions, or your operation and maintenance of your vehicles. You retain the sole right to determine when, where, and how long you will utilize the CharterUP Platform. You retain the option to accept or decline a Travel Request via the CharterUP Platform, or to cancel an Accepted Travel Request via the CharterUP Platform, subject to CharterUP's cancellation policies and penalties described in Section C.7. With the exception of any signage required by law or permit/license rules or requirements or as part of this agreement, as the case may be, CharterUP shall have no right to require you or your agents to: (a) display CharterUP's names, logos or colors on your vehicle(s); or (b) wear a uniform or any other clothing displaying CharterUP's names, logos or colors. You acknowledge and agree that except as provided herein, you have complete discretion to provide transportation or otherwise engage in other business or employment activities.

## **L. ARBITRATION**

1. Any dispute arising under this Agreement or otherwise relating to the parties' relationship shall be subject to arbitration as provided below, except as otherwise provided herein. Notwithstanding anything contained to the contrary herein, only CharterUP may elect in its sole discretion to: (i) pursue a temporary restraining order or injunctive relief or other equitable remedies against Supplier for any breach of this Agreement or (ii) initiate or bring Supplier into any action by or involving a third party, User or other Provider; in either case in the State or Federal courts located in Atlanta, Georgia or any other jurisdiction as determined by CharterUP in its sole discretion. The parties hereto irrevocably submit to the jurisdiction of said courts and waive any rights to object to or challenge the appropriateness of said forums. Service of process shall be in accordance with the laws of the State of Georgia.
2. Any arbitration under this Agreement shall be conducted in Atlanta, Georgia, in accordance with the Commercial Arbitration Rules of the American Arbitration Association and the Federal Arbitration Act, 9 U.S.C. § 1, et. seq. The arbitrator shall be authorized to award appropriate relief, including injunctive relief, as well as damages. The arbitrator may also award attorney's fees and costs in accordance with applicable law. The arbitrator's decision shall be binding and conclusive upon the parties, subject to 9 U.S.C. § 10, and the parties shall each have the right to have the decision made the judgment of a court of competent jurisdiction. Supplier understands that arbitration constitutes the exclusive means of resolving Supplier's claims or disputes arising under this Agreement or otherwise relating to Supplier's business relationship with CharterUP, and that Supplier is hereby waiving its right to a civil action, including trial by jury, with regard to any such claims or disputes by Supplier.
3. The parties understand and agree that each may bring claims in arbitration against the other



only in an individual capacity and not on a class, collective action, or representative basis. The parties understand and agree they are waiving the right to pursue or have a dispute resolved as a plaintiff or class member in any purported class, collective or representative proceeding.

#### **M. GOVERNING LAW**

1. This Agreement shall be construed and interpreted pursuant to the laws of the State of Georgia applicable to agreements executed and to be wholly performed therein. The parties hereby agree that any suit, action or proceeding arising out of or relating to this Agreement by CharterUP, and expressly permitted by Section L, shall be filed by CharterUP in the United States District Court for the Northern District of Georgia or in any court of competent jurisdiction of the State of Georgia, Fulton County, and CharterUP may also institute such action or proceeding in any appropriate legal forum where Supplier has its principal place of business or any other jurisdiction where Supplier does business. The parties hereto irrevocably submit to the jurisdiction of said courts and waive any rights to object to or challenge the appropriateness of said forums. Service of process shall be in accordance with the laws of the State of Georgia.

#### **N. ENTIRE AGREEMENT**

1. Except to the extent that the Supplier has signed another agreement with CharterUP, this Agreement, and any confidentiality agreement Supplier may have signed pertaining to the Property or Proprietary Subject Matter, shall constitute the entire understanding of the parties with respect to the subject matter of this Agreement, superseding all prior and contemporaneous promises, agreements and understandings, whether written or oral pertaining thereto.
2. Each of the individuals signing below warrant that they are authorized to execute this Agreement on behalf of their respective party.
3. CharterUP may modify the terms of this Agreement at any time by giving notice of any such modification, with such modification becoming effective no earlier than such notice; provided, however, that any such modification shall not apply to any Accepted Travel Request, or if applicable, Amended Accepted Travel Request agreed to prior to such notice.

#### **O. DISCLAIMERS**

The following disclaimers are made on behalf of CharterUP, our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, and shareholders.

CharterUP does not provide transportation services, and CharterUP is not a transportation carrier. CharterUP is not a common carrier or public carrier. It is up to Supplier to provide an Accepted Travel Request, whether or not to offer a Proposal to a User contacted through the CharterUP Platform, and it is up to the User to decide whether or not to accept the Proposal from the Supplier contacted through the CharterUP Platform. We cannot ensure that a User will complete an arranged transportation service hereunder.

The CharterUP Platform is provided on an "as is" basis and without any warranty or condition, express, implied or statutory. We do not guarantee and do not promise any specific results from use of the CharterUP Platform and/or the services, including the ability to provide or receive a Travel Request at any given location or time. To the fullest extent permitted by law, we

specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

We do not warrant that your use of the CharterUP Platform or any services will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error-free, or will meet your requirements, that any defects in the CharterUP Platform will be corrected, or that the CharterUP Platform is free of viruses or other harmful components. We disclaim liability for, and no warranty is made with respect to, connectivity and availability of the CharterUP Platform or services. You agree to CharterUP's privacy policy on the company website.

We cannot guarantee or assume any responsibility whatsoever that each User is who he or she claims to be. Please use common sense when using the CharterUP Platform and services, or make sure it is the same individual you see in person. Please note that there are also risks of dealing with underage persons or people acting under false pretense, and we do not accept responsibility or liability for any content, communication or other use or access of the CharterUP Platform by persons under the age of 18. We encourage you to communicate directly with each potential User prior to engaging in an arranged transportation service.

CharterUP is not responsible for the conduct, whether online or offline, of any User of the CharterUP Platform or services. You are solely responsible for your interactions with other Users. We do not procure insurance for, nor are we responsible for, personal belongings left in the bus by Users. By using the CharterUP Platform and participating in the services, you agree to accept such risks and agree that CharterUP is not responsible for the acts or omissions of Users on the CharterUP Platform or participating in the services.

You are responsible for the use of your CharterUP account and C4O Software account and C4O mobile application and CharterUP expressly disclaims any liability arising from the use and or unauthorized use of such accounts. Should you suspect that any unauthorized party may be using your accounts or you suspect any other breach of security, you agree to notify us immediately.

It is possible for others to obtain information about you that you provide, publish or post to or through the CharterUP Platform (including any profile information you provide), send to other Users or Providers, or share during the services, and to use such information to harass or harm you. We are not responsible for the use of any personal information that you disclose to other Users or Providers on the CharterUP Platform or through the services. Please carefully select the type of information that you post on the CharterUP Platform or through the C4O Software account or release to others. We disclaim all liability, regardless of the form of action, for the acts or omissions of other Users or Suppliers (including unauthorized users, or "hackers").

Opinions, advice, statements, offers, or other information or content concerning CharterUP or made available through the CharterUP Platform, but not directly by us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. Under no circumstances will we be responsible for any loss or damage resulting from your reliance on information or other content posted by third parties, whether on the CharterUP Platform or otherwise. We reserve the right, but we have no obligation, to monitor, verify, edit or correct the materials posted on the CharterUP Platform and remove any such material that in our sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users or Suppliers or others.

Location data provided by the CharterUP Platform is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither CharterUP, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data tracked or displayed by the CharterUP Platform. Any of your information, including geolocational data, you upload, provide, or post on the CharterUP Platform may be accessible to CharterUP and certain Users or Providers of the CharterUP Platform.

CharterUP advises you to use the CharterUP Platform with a data plan with unlimited or very high data usage limits, and CharterUP shall not responsible or liable for any fees, costs, or overage charges associated with any data plan you use to access the CharterUP Platform.

This paragraph applies to any version of the CharterUP Platform that you acquire from the Apple App Store. This Agreement is entered into between you and CharterUP. Apple, Inc. (“Apple”) is not a party to this Agreement and shall have no obligations with respect to the CharterUP Platform. CharterUP, not Apple, is solely responsible for the CharterUP Platform and the content thereof as set forth hereunder. However, Apple and Apple’s subsidiaries are third party beneficiaries of this Agreement. Upon your acceptance of this Agreement, Apple shall have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof. This Agreement incorporates by reference Apple’s Licensed Application End User License Agreement, for purposes of which, you are “the end-user.” In the event of a conflict in the terms of the Licensed Application End User License Agreement and this Agreement, the terms of this Agreement shall control.

As a Supplier, you may be able to use Google Maps while using the CharterUP application. In either case, you agree that Google may collect your location data when the CharterUP application is running in order to provide and improve Google's services, that such data may also be shared with CharterUP in order to improve its operations, and that Google's terms and privacy policy will apply to this usage.

[SIGNATURE PAGE FOLLOWS]

By signing below, Supplier affirms that it is in agreement with the foregoing and that it has read and understands and agrees to be bound by the terms and conditions above. This Agreement shall not be binding upon CharterUP until fully signed and delivered.

ACCEPTED AND AGREED TO:

SUPPLIER:

CHARTERUP, LLC

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A – Mandatory Federal Acquisition Rule clauses incorporated by reference with the end customer is the United States Government or subdivision thereof.**

**NOTE: IT IS THE SUPPLIER’S SOLE RESPONSIBILITY TO OBTAIN, UNDERSTAND AND FULLY COMPLY WITH ANY AND ALL CLAUSES BELOW AND WHICH MAY HEREINAFTER BE ENACTED UNDER APPLICABLE LAW, RULES AND REGULATIONS. FAILURE TO DO SO MAY RESULT IN TERMINATION OF THIS AGREEMENT AND ANY OTHER AGREEMENT WITH CHARTERUP.**

When the services furnished are for use in connection with a U.S. Government contract or subcontract, in addition to CharterUP's terms and conditions, the following provisions shall apply, as required by the terms of the prime contract, or by operation of law or regulation. Otherwise, CharterUP's terms and conditions shall govern in the event of a conflict between these FAR and DFARS provisions and CharterUP's terms and conditions.

The following clauses set forth in the FAR and DFARS in effect as of the date of any prime contract are incorporated herein by reference with the same force and effect as if they were in full text. In all clauses listed herein, the terms “Government”, “Contracting Officer” and “Contractor” shall be revised to suitably identify the contracting parties herein and affect the proper intent of the provision except where further clarified or modified below. “Subcontractor,” however, shall mean “Provider” under the CharterUP terms and conditions.

Clauses in this document may not be applicable to specific orders due to the type of subcontract/purchase order to be issued, dollar thresholds under requirements of the FAR, DFARS or Public Law or Mandatory Flow Down requirements of a particular prime contract. Clauses that are not applicable are deemed self-deleting, shall not be removed from this document, and will be considered by all parties to be without force and effect. It is the Provider’s obligation to contact CharterUP regarding any confusion, ambiguity, or questions the Seller may have regarding applicability of the following clauses.

The FAR and DFAR clause cited below, where applicable by their terms, are incorporated herein by reference as if set forth in full text. The full text of all clauses incorporated by reference is available at <http://www.acquisition.gov/>.

The following FAR clauses apply to all contracts, purchase orders, delivery orders, or any agreement between CharterUP and the Provider where the end customer is the United States: Government:

No.	Title of Provision	FAR Clause
1.	Definitions	52.202-1
2.	Security Requirements	52.204-2
3.	Personal Identify Verification of Contractor Personnel	52.204-9
4.	Service Contract Reporting Requirements (subject to the thresholds and contracts types specified in FAR 4.1703)	52.204-14
5.	Service Contract Reporting Requirements for Indefinite Delivery Contracts (subject to the thresholds and contract types specified in FAR 4.1703)	52.204-15
6.	Material Requirements	52.211-5

7.	Alternatives to Government – Unique Standards	52.211-7
8.	Defense Priority and Allocation System (DPAS) Requirements	52.21 1-15
9.	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Commercial Items (DEVIATION) (includes all Statutes or Orders issued)	52.212-5
10.	Terms and Conditions – Simplified Acquisitions (other than Commercial items)	52.213-4
11.	Small Business Program Representations	52.219-1
12.	Post -Award Small Business Program Representation (over \$3000)	52.219-28
13.	Notice to the Government of Labor Disputes	52.222-1
14.	Convict Labor	52.222-3
15.	Child Labor – Cooperation with Authorities and Remedies	52.222-19
16.	Service Contract Act of 1965, as Amended	52.222-41
17.	Combating Trafficking in Persons	52.222-50
18.	Employment Eligibility Verification	52.222-54
19.	Hazardous Material Identification and Material Safety Data – “Government” means “Government and Buyer”	52.223-3
20.	Notice of Radioactive Materials	52.223-7
21.	Ozone Depleting Substances	52.223-11
22.	Energy Efficiency in Energy-Consuming Products	52.223-15
23.	IEEE 1680 Standard for the Environmental Assessment of personal Computer Products	52.223-16
24.	Contractor Policy to Ban Text Messaging While Driving	52.223-18
25.	Privacy Act	52.224-2
26.	Buy American Act – Supplies	52.225-1
27.	Buy American Act Certificate	52.225-2
28.	Trade Agreement	52.225-5
29.	Trade Agreements Certificate	52.225-6
30.	Duty-Free Entry	52.225-8
31.	Restrictions on Certain Foreign	52.225-13

	Purchases	
32.	Place of Manufacturer (applicable to solicitations)	52.225-18
33.	Contractors Performing Private Security Functions Outside the United States	52.225-26
34.	Authorization and Consent – Alternate	52.227-1
35.	Royalty Information	52.227-6
36.	Additional Data Requirements	52.227-16
37.	Refund of Royalties	52.227-9
38.	Filing of Patent Applications – Classified Subject Matter	52.227-10
39.	Patent Rights – Ownership by the Contractor	52.227-11
40.	Rights in Data – General	52.227-14
41.	Commercial Computer Software License	52.227-19
42.	Workers Compensation Insurance (Defense Base Act)	52.228-3
43.	Workers Compensation and War- Hazard Insurance Overseas	52.228-4
44.	Insurance – Work on a Government Installation	52.228-5
45.	Limitation on the Withholding of Payments	52.232-9
46.	Progress Payments	52.232-16
47.	Performance-based Payments	52.232-32
48.	Unenforceability of Unauthorized Obligations	52.232-39
49.	Protest After Award	52.233-3
50.	Applicable Law for Breach of Contract Claim	52.233-4
51.	Industrial Resources Developed Under Defense Production Act Title III	52.234-1
52.	Accident Prevention	52.236-13
53.	Protection of Government Buildings, Equipment, and Vegetation	52.237-2
54.	Privacy or Security Safeguards	52.239-1
55.	Stop Work Order	52.242-15
56.	Government Delay of Work	52.242-17
57.	Changes – Fixed Price Contracts	52.243-1
58.	Competition in Subcontracting	52.244-5

59.	Subcontracts for Commercial Items	52.244-6
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60.	Government Property (or Alt I or Alt II, the Buyer shall so specify.If the Buyer does not specify the requirement will default to the basic clause)	52.245-1
61.	Government Property Installation Operation Services	52.245-2
62.	Use and Charges	52.245-9
63.	Preference for U.S. – Flag Air Carriers	52.247-63
64.	Preference for Privately Owned U.S. – Flag Commercial Vessels	52.247-64
65.	Termination for Convenience of the Government (Fixed-Price) (Short Form)	52.249-1
66.	Computer Generated Form	52.253-1

- The following DFARS clauses apply to all contracts, purchase orders, delivery orders, or any agreement between CharterUP and the Provider where the end customer is any agency within the United States Department of Defense:

No.	Title of Provision	FAR Clause
1.	Requirement to Inform Employees of Whistleblower Rights	252.203-7002
2.	Disclosure of Information	252.204-7000
3.	Alternate A, Central Contractor Registration	252.204-7004
4.	Alternate A, Annual Representations and Certifications	252.204-7007
5.	Reserved	252.204-7008
6.	Safeguarding Unclassified Uncontrolled Technical Information	252.204-7012
7.	Intent to Furnish Precious Metals as Government-Furnished Material	252.208-7000
8.	Disclosure of ownership of control by a foreign government	252.209-7002
9.	Limitations on Contractors Acting as Lead System Integrators	252.209-7006
10.	Prohibited Financial Interests for Lead System Integrators	252.209-7007
11.	Item Unique Identification and	252.211-7003

	Valuation	
12.	Radio Frequency Identification	252.211-7006
13.	Reporting of Government Furnished Equipment in DoD Item Unique Identification (IUID) Registry	252.211-7007
14.	Contract Terms and Conditions required to implement statutes or Executive Orders applicable to Defense acquisitions of commercial items	252.212-7001
15.	Pricing Adjustments	252.215-7000
16.	Cost Estimating System Requirements	252.215-7002
17.	Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel (applicable to Award Fee Orders only)	252.216-7004
18.	Restrictions on Employment of Personnel	252.222-7000
19.	Hazard Warning Labels (fill in State where this purchase order will be performed)	252.223-7001
20.	Safety Precautions for Ammunition and Explosives	252.223-7002
21.	Change in Place of Performance – Ammunition and Explosives	252.223-7003
22.	Drug-Free Work Force	252.223-7004
23.	Prohibition on Storage and Disposal of Toxic and Hazardous Materials	252.223-7006
24.	Safeguarding Sensitive Conventional Arms, Ammunition and Explosives	252.223-7007
25.	Prohibition of Hexavalent Chromium	252.223-7008
26.	Buy American Act – Balance of Payments Program Certificate	252.225-7000
27.	Buy American Act and Balance of Payments Program	252.225-7001

28.	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies	252.225-7007
29.	Restriction on Acquisition of Specialty Metals (prime contracts at \$150K or more requiring delivery of specialty metals as end items)	252.225-7008
30.	Restriction on Acquisition of Certain Articles Containing Specialty Metals (prime contracts at \$150K or more; excludes para(d); see other exceptions; and compliance to 10 USC §2533(b))	252.225-7009
31.	Commercial Derivative Military Article – Specialty Metals Compliance Certificate (prime contracts at \$150K or more, see clause for exceptions)	252.225-7010
32.	Duty Free Entry	252.225-7013

33.	Restriction on Acquisition of Hand or Measuring Tools (prime contracts at \$ 150K or more and both the prime contract and subcontract are for the acquisition of hand or measuring tools either commercial or non-commercial as prime end items)	252.225-7015
34.	Restriction on Acquisition of Ball and Roller Bearings	252.225-7016
35.	Restriction on Acquisition of Foreign Anchor and Mooring Chain	252.225-7019
36.	Trade Agreements Certificate	252.225-7020
37.	Trade Agreements	252.225-7021
38.	Trade Agreements Certificate – Inclusion of Iraqi End Products	252.225-7022
39.	Restriction on the Acquisition of Forgings	252.225-7025
40.	Restriction on Contingent Fees for Foreign Military Sales (blank is filled in “zero”)	252.225-7027
41.	Exclusionary Policies and Procedures of Foreign Governments	252.225-7028
42.	Restriction on Acquisition of Carbon Alloy and Armor Steel Plate	252.225-7030
43.	Secondary Arab Boycott of Israel	252.225-7031
44.	Buy American Act – Free Trade Agreements – Balance of Payments Program Cert.	252.225-7035
45.	Buy American Act – Free Trade Agreements – Balance of Payments Program	252.225-7036
46.	Contractor personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States	252.225-7040
47.	Antiterrorism Protection Policy for Defense Contractors Outside the U.S.	252.225-7043

48.	Balance of Payments Program - Construction Material	252-225-7044
49.	Balance of Payments Program- Construction Material Under Trade Agreements	252-225-7045
50.	Exports By Approved CommunityMembers in Response to the Solicitation	252.225-7046
51.	Export by Approved CommunityMembers in Performance of the Contract	252.225-7047
52.	Export Controlled Items	252.225-7048

53.	Preference for Certain Domestic Commodities (prime contracts at \$150K or more for the acquisition of food, clothing, or cloth materials)	252.225-7012
54.	Rights in Technical Data – Noncommercial Items	252.227-7013
55.	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	252.227-7014
56.	Technical Data – Commercial Items	252.227-7015
57.	Rights in Bid or Proposal Information	252.227-7016
58.	Identification and Assertion of Use, Release, or Disclosure Restrictions	252.227-7017
59.	Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program	252.227-7018
60.	Validation of Asserted Restrictions – Computer Software	252.227-7019
61.	Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends	252.227-7025
62.	Delivery of Technical Data or Computer Software	252.227-7026
63.	Deferred Ordering of Technical Data or Computer Software	252.227-7027
64.	Technical Data or Computer Software Previously Delivered to the Government	252.227-7028
65.	Technical Data—Withholding of Payment	252.227-7030
66.	Rights in Shop Drawings	252.227-7033
67.	Validation of Restrictive Markings on Technical Data	252.227-7037
68.	Patent Rights – Ownership by the Contractor	252.227-7038
69.	Patents – Reporting of Subject Inventions	252.227-7039
70.	Ground and Flight Risk	252.228-7001
71.	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles	252.228-7005

72.	Reporting of Foreign Taxes – U.S. Assistance Programs	252.229-7011
73.	Supplemental Cost Principles (first tier subcontractors only)	252.231-7000
74.	Frequency Authorization	252.235-7003
75.	Frequency Authorization (ALT I)	252.235-7003
76.	Protection of Human Subjects	252.235-7004
77.	Requirement for Competition Opportunity for American Steel Producers, Fabricators And Manufacturers (For Construction Subcontracts)	252.236-7013
78.	Training for Contract personnel Interacting with Detainees	252.237-7019
79.	Continuation of Essential Contractor Services	252.237-7023
80.	Notice of Continuation of Essential Contractor Services	252.237-7024
81.	Protection Against Compromising Emanations	252.239-7000
82.	Information Assurance Contractor Training and Certification	252.239-7001
83.	Telecommunications Security Equipment, Devices, Techniques, and Services	252.239-7016
84.	Supply Chain Risk	252.239-7018
85.	Pricing of Contract Modifications	252.243-7001
86.	Subcontracts for Commercial Items and Commercial Components (DoD contracts)	252.244-7000
87.	Tagging, Labeling, and Marking Government Furnished Property	252.245-7001
88.	Reporting Loss of Government Property	252-245-7002
89.	Material Inspection and Receiving Report	252.246-7000
90.	Warranty of Data.	252.246-7001
91.	Notification of Potential Safety Issues	252.246-7003
92.	Safety of Facilities, Infrastructure, and Equipment for Military Operations	252.246-7004

93.	Warranty Tracking of Serialized Items	252.246-7006
94.	Contractor Counterfeit Electronic Part Detection and Avoidance System	252.246-7007
95.	Sources of Electronic Parts	252.246-7008
96.	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer	252.247-7003

**ORDERS OVER \$10,000 ALSO INCLUDE THE FOLLOWING:** The following FAR clauses apply to all contracts, purchase orders, delivery orders, or any agreement valued over \$10,000.00 between CharterUP and



the Provider where the end customer is the United States Government:

No.	Title of Provision	FAR Clause
1.	Reporting Executive Compensation and First-Tier Subcontract Awards (Over \$25,000)	52.204-10
2.	Walsh-Healy Public Contracts Act.	52.222-20
3.	Prohibition of Segregated Facilities	52.222-21
4.	Equal Opportunity	52.222-26(b)
5.	Affirmative Action for Workers with Disabilities	52.222-36
6.	Notification of Employee Rights Under the National Labor Relations Act (para (f) only)	52.222-40
7.	Buy American Act – North American Free Trade Agreement – Israeli Trade Act (over \$25,000)	52.225-3
8.	Buy American Act North American Free Trade Agreement – Israeli Trade Act Certificate (over \$25,000)	52.225-4

**ORDERS OVER THE SIMPLIFIED ACQUISITION THRESHOLD (SAT) ALSO INCLUDE THE FOLLOWING:** The following FAR clauses apply to all contracts, purchase orders, delivery orders, or agreement valued over the SAP between CharterUP and the Provider where the end customer is the United States Government:

No.	Title of Provision	FAR Clause
1.	Certificate of Independent Price Determination	52.203-2
2.	Gratuities	52.203-3
3.	Covenants Against Contingent Fees	52.203-5
4.	Restrictions on Subcontractor Sales to the Government	52.203-6
5.	Anti-Kickback Procedures (less paragraph (c) (1))	52.203-7
6.	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	52.203-8
7.	Price or Fee Adjustment for Illegal or Improper Activities	52.203-10

8.	Limitation on Payments to Influence Certain Federal Transactions	52.203-12
9.	Preventing Personal Conflicts of Interest for Contractor Employees Performing Acquisition Functions	52.203-16

10.	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights	52.203-17
11.	Women-Owned Business (Other than Small Business)	52.204-5
12.	Audit and Records – Negotiation	52.215-2
13.	Integrity of Units Prices	52.215-14
14.	Utilization of Small Business Concerns	52.219-8
15.	Contract Work Hours and Safety Standards Act – Overtime Compensation	52.222-4
16.	Non-displacement of Qualified Workers (Service Contracts)	52.222-17
17.	Equal Opportunity for Veterans (\$100K)	52.222-35
18.	Employment Reports Veterans (\$100K)	52.222-37
19.	Compliance with Veterans' Employment Reporting Requirements	52.222-38
20.	Drug-Free Workplace	52.223-6
21.	Estimate of Percentage of Recovered Material Content for EPA-Designated Products	52.223-9
22.	Notice and Assistance Regarding Patent and Copyright Infringement	52.227-2
23.	Federal, State, and Local Taxes	52.229-3
24.	Bankruptcy	52.242-13
25.	Change Order Accounting	52.243-6
26.	Subcontracts (paragraphs (h) notice to Secure Components, and (i) only apply)	52.244-2
27.	Inspection of Supplies, Fixed Price Contracts	52.246-2
28.	Inspection of Services, Fixed Price Contracts	52.246-4
29.	Responsibility for Supplies	52.246-16
30.	Value Engineering	52.248-1

31.	Termination for Convenience of the Government (Fixed-Price) – “Government: shall mean “Buyer”. In paragraph (c) the term “120 days” is changed to “60days.” The term “one year” in Paragraph (e) is changed to “six months.” The term “90 days in paragraph (1) is changed to “forty-five days,” per 49.502(e)	52.249-2
32.	Default (Fixed Price Supply and Service)	52-249-8

- The following DFARS clauses apply to all contracts, purchase orders, delivery orders, or any agreement valued over the SAT between Secure Components and the Seller where the end customer is any agency within the United States Department of Defense:

No.	Title of Provision	FAR Clause
1.	Prohibition on persons convicted of Fraud or other Defense – Contract related felonies	252.203-7001
2.	Disclosure of ownership or control by the government of a Terrorist Country	252.209-7001
3.	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country	252.209-7004
4.	Requests for Equitable Adjustment	252.209-7004
5.	Contractor Purchasing System Administration (Basic) (if 252.244-2 applies)	252.244-7001
6.	Contractor Purchasing System Administration (Alternate 1) (if 252.246-7007 applies)	252.244-7001
7.	Representation of Extent of Transportation by Sea	252.247-7022
8.	Transportation of Supplies by Sea	252.247-7023
9.	Notification of Transportation of Supplies by Sea	252.247-7024
10.	Notification of Anticipated Contract Termination or Reduction	252.249-7002