

Bus tech TERMS AND CONDITIONS FOR PROVIDERS

Last Updated: March 2025

The following terms and conditions, as hereinafter amended from time to time by Bus Tech Canada Inc./Autobus Tech Canada Inc. shall apply to the relationship between you, the operator and your subsidiary and affiliates, and Bus Tech Canada Inc./Autobus Tech Canada Inc. (see bus.com/terms-and-conditions-for-providers-canada). 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 Bus Tech Canada Inc./Autobus Tech Canada Inc. (“Bus tech,” “we,” “us,” “our” or “Licensor”) and you (“you,” “Operator”, “Licensee” or “Supplier”) and governing your use of the Bus tech 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 Bus tech HAVE AGAINST EACH OTHER CAN BE BROUGHT (SEE SECTION L BELOW). THESE PROVISIONS MAY REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST Bus tech TO BINDING AND FINAL ARBITRATION IN TORONTO, ONTARIO, 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 Bus tech application, website, or technology platform for on demand reservation generation, acceptance, and fulfillment of requests for charter-bus transportation services.

A. SERVICES OF BUS TECH

1. Bus tech shall base on its reasonable determination of suitability based on information provided by you to Bus tech (Availability Information as defined in C.1., below), deliver to you, on a non-exclusive basis, requests by end users, utilizing the Bus tech 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, Bus tech 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 Bus tech (“Travel Information”). At Bus tech’s discretion, utilizing Availability Information provided by you and other transportation providers, Bus tech shall attempt to match your apparent availability to fulfill the requested transportation as set forth in the Travel Information (“Travel Request”). Should Bus tech in its sole discretion determine based on Availability Information that you could potentially fulfill the Travel Request, Bus tech 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 Bus tech determines in its sole discretion (“Bid Information”). For each such Travel Request, Bus tech may, in such order above or below you (i.e., page ranking) as determined in Bus tech’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 Bus tech'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, Bus tech 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 Bus tech 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, Bus tech shall provide Supplier with limited identification and contact information needed to fulfill the Accepted Travel Request. In addition, Bus tech will provide the User with certain information regarding Supplier, including limited contact information as Bus tech 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. Bus tech 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. Bus tech shall provide Supplier with the ability to register for an account with Bus tech for Operators ("C4O") to supply Availability Information (the "C4O Software") and to use the C4O mobile application. Bus tech 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 Bus tech from any obligation to provide any service to you pursuant to this Agreement. Unless otherwise agreed to by Bus tech in writing, the Bus tech 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 Bus tech Platform is not available to Suppliers who have had their Bus tech 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. Bus tech shall, during such times as such is available from Bus tech for other Providers, provide Supplier with a mobile application that must be used in accordance with the instructions provided by Bus tech 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 Bus tech 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 Bus tech 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, Bus tech 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 Bus tech's sole discretion. In addition, Bus tech 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 Bus tech directly from Users) rating and with the comments and feedback of Users (collectively "Customer Ratings"). Bus tech has no obligation to verify the accuracy of any User's rating, feedback, or comments, although Bus tech 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 Bus tech's policies and/or recommendations but as a measure of customer satisfaction. Should Supplier's Customer Ratings fall below such minimum as Bus tech may from time to time set, Bus tech may suspend Supplier's account on Bus tech'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. Bus tech shall make commercially-reasonable efforts to maintain its website and associated mobile applications so that they are up and functioning; however, Bus tech 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. Bus tech, 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 Bus tech may from time to time, in its sole discretion, add, Bus tech shall calculate the rate, or range of rates, Bus tech reasonably estimates the Supplier will charge the User to fulfill the Travel Request ("Rate Quote"). Bus tech 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 Bus tech for the full amount. Supplier shall confirm with Bus tech 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; Bus tech 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, Bus tech 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 Bus tech prior to the performance of services as Bus tech shall only be obligated to pay such amounts paid by User to Bus tech for the services. Bus tech shall retain on deposit such payment(s) until the Supplier's driver, utilizing the Bus tech

mobile application, notifies Bus tech 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 thirty (30) business days, Bus tech shall instruct its bank to transmit based on previously provided account information from Supplier, the amounts due from User, less Bus tech'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, Bus tech may suspend payment of any other amounts due Supplier from Bus tech until such complaint is resolved. Provided further that should the Supplier's driver not utilize the Bus tech mobile application continuously from trip dispatch through fulfillment of the Accepted Travel Request or, if applicable, Amended Accepted Travel Request, Bus tech may delay payment for an additional sixty (60) days of when it was otherwise due.

8. From time to time, Bus tech 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 Bus tech 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 Bus tech.
9. Bus tech 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 Bus tech and its customers. Provider agrees to have more than 95% of trips tracked in accordance with Bus tech'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 Bus tech.

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 and licensed with Transport Canada ("Transport Canada") and the applicable provincial regulators in each province or territory in which Supplier conducts business or provides services in fulfillment of an Accepted Travel Request; and operates vehicles in full compliance with the guidelines from time to time promulgated by Transport Canada, the Canadian Council of Motor Transport Administrators ("CCMTA") and similar provincial and territorial agencies in which the Supplier operates vehicle(s); and has obtained the necessary operating authorities to provide inter-provincial passenger transportation. In addition, to the extent legally required, Supplier has completed all necessary registrations and obtained all necessary authorities in the provinces in which it operates to provide intra-provincial passenger transportation services. To the extent that the Supplier provides services in fulfillment, in whole or in part, of an Accepted Travel Request in the United States of America, then for at least one (1) full, continuous year prior to this Agreement, Supplier has been a motor carrier registered by the United States Department of Transportation, Federal Motor Carrier Safety Administration ("FMSCA") and has obtained the necessary operating authorities to provide cross-border and 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 Transport Canada's CCMTA's or FMCSA's Safety Measurement System howsoever titled or denominated or comparable state, provincial and territorial safety programs. Should Supplier be subjected to any Transport Canada, CCMTA or FMCSA intervention or to any similar action by a state, provincial or territorial agency, Supplier will immediately notify Bus tech in writing of same and the steps being taken to resolve the safety concerns raised by Transport Canada, CCMTA, FMCSA or state, provincial or territorial agency. Should such matters not be resolved to Bus tech's satisfaction within sixty (60) days, Bus tech may terminate this Agreement pursuant to Subparagraph H.2., below, and exercise its rights as set forth below.
4. Supplier complies with all federal (US and Canada), provincial, territorial and state law requirements regarding obtaining and reviewing the backgrounds of its drivers as well as monitoring, as provided in applicable federal (US and Canada) , state, provincial and territorial 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 affect.
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 Bus tech 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 Bus tech 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 federal, provincial, territorial or state Governments of Canada or 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) and similar federal and provincial legislation and regulations in Canada. 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 federal, state, provincial and territorial 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, Bus tech and its employees, subsidiaries and affiliates or third parties.

10. Supplier will only provide services hereunder using vehicles that have been reported to Bus tech.
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 Bus tech 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 Bus tech or Users on the Bus tech 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 Bus tech'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, provincial, territorial 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 Bus tech 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 Bus tech.

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 Bus tech, and shall provide (in a format determined by Bus tech) such complete and accurate information as required by Bus tech 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 Bus tech for Operators platform provided by Bus tech 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 Bus tech 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 Bus tech 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 Transport Canada and the United States Department of Transportation (“USDOT”), including without limitation those standards of the FMCSA and CCMTA, and similar state, provincial and territorial law, regulations and agencies in jurisdictions in which the vehicle is operated;
 - c. Utilize only drivers who are properly licensed in compliance with Transport Canada, USDOT, FMCSA, CCMTA and applicable state, provincial and territorial requirements and who are engaging in driving activities only as permitted by the Transport Canada, USDOT, FMCSA, CCMTA and applicable state, provincial and territorial law, including, without limitation, pursuant to a valid medical certificate, subject to a drug and alcohol testing program compliant with Transport Canada, USDOT, FMCSA, CCMTA and applicable state, provincial and territorial 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 and similar legislation in Canada howsoever denominated or entitled;
 - 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;
 - f. 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 Bus tech;
 - g. Fully comply with the terms, conditions, and requirements of each and every Accepted Travel Request and Amended Accepted Travel Request;
 - h. Install technology on the Supplier’s vehicles used to fulfill Travel Requests, at Supplier’s expense, at Bus tech’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
 - i. Supplier must require its drivers use the Bus tech 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.

- j. Aside from own company logos, supplier cannot use buses with other company logos (including FlixBus Inc.) to service Bus tech trips. Under standard terms, suppliers will not be paid for these trips and incur a penalty up to \$3,000 per occurrence.
 - k. Cooperate with Bus tech, and shall provide (in a format determined by Bus tech) such complete and accurate information as required by Bus tech 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 Bus tech 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 Bus tech 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 Bus tech and its designees as an additional insured party(ies) 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 Bus tech and its designees as an additional insured party(ies).
 - 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 Bus tech under terms of this Agreement. This policy shall include contractual liability insurance applicable to Supplier’s indemnification obligations under this Agreement. Supplier shall inform Bus tech of any erosion of the aggregate limit of this policy.
 - e. Prior to Bus tech 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. Bus tech’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 Bus tech 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 Bus tech for any reason.
6. Supplier shall comply with all applicable laws in Canada and in the United States of America in the acceptance and performance of a Travel Request, including compliance with the Americans with Disabilities Act, 42 U.S.C. §1981, and other Canadian or US federal, state, provincial, territorial 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 Bus tech 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 \$400 per vehicle, per day if the trip is recovered (i.e., the trip is able to proceed because another operator was found). An additional \$250 fee per vehicle per day will apply if the trip is not recovered.
 - c. If the reservation is canceled more than 14 days, and 30 days or less, before scheduled departure, the fee is \$250 per vehicle, per day if recovered. An additional \$250 fee per vehicle per day will apply if the trip is not recovered.
 - 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 Bus tech 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) Bus tech incurs as a result of Supplier's cancellation/no-show.

8. Supplier recognizes that under certain circumstances, Bus tech grants Users the ability to cancel an Accepted Travel due to a "Force Majeure Event" (circumstances beyond the control and without the fault or negligence of any party, including, without limitation, traffic, mechanical breakdowns, road conditions, acts of local, state or national governments or public agencies, acts of public enemies, acts of civil or military authority,

labor disputes, utility or communication failures or delays, earthquakes, fire, flood, other natural disasters, epidemics, pandemics, riots or strikes). In the event that a User cancels an Accepted Travel Request due to a Force Majeure Event, and Bus tech approves such cancellation, Supplier agrees to forfeit any and all right to demand payment for that Accepted Travel Request.

9. 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 Bus tech 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, Bus tech 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 Bus tech.
 - 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 Bus tech Preferred Provider Agreement, if and to the extent applicable.
 - b. During the term of this Agreement and for a period of forty-eight months following its termination for any reason, Supplier agrees that Bus tech 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.
 - c. 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 Bus tech during the term 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 Bus tech, or any intermediary (“Intermediary”) assisting with the procurement such transportation services on behalf of Bus tech or Consumer, even if a business relationship between Supplier and such Consumer or Intermediary, as applicable, pre-dated any business relationship between Supplier and Bus tech.
 - e. Solicitation Fee: In the event that Supplier is deemed, in Bus tech’s sole discretion, to have breached any non-compete or non-solicitation section of this Agreement, including Section C.9(c) or C.9(d) of this Agreement, Supplier

agrees to pay a solicitation/circumvention fee (“Solicitation Fee”) to Bus tech. The Solicitation Fee shall be calculated as follows:

- i. Calculation of Solicitation Fee: Supplier shall be liable for an amount equal to 100% of Bus tech’s expected lost profits based on the total value of any work accepted by Supplier from any Consumer, Intermediary, or any other User introduced to Supplier by Bus tech during the term of this Agreement, as well as any additional fees incurred by Bus tech as a result of the solicitation or circumvention, including but not limited to legal fees, administrative costs, and other reasonable expenses related to enforcing the terms of this Agreement.
 - ii. Payment of Solicitation Fee: Payment of the Solicitation Fee by Supplier shall be due immediately upon demand by Bus tech. If the Solicitation Fee is not received in full by Bus tech within ten (10) business days of the initial demand, Bus tech may settle the Solicitation Fee by withholding any outstanding payments due to Supplier until the Solicitation Fee is satisfied in full.
 - iii. Nature of Solicitation Fee: The Parties agree that the specified percentage and additional fees that make up the Solicitation Fee represent a fair and reasonable estimate of the anticipated or actual harm that might arise from a breach of this Agreement by Supplier, and are not to be construed as a penalty.
 - iv. Cumulative Remedies: The fees provided for in this section are in addition to, and not in substitution for, any other rights and remedies that Bus tech may have under this Agreement, at law, in equity, or otherwise.
10. 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, Bus tech has a non-exclusive, worldwide, perpetual license to use, at Bus tech's sole discretion, Supplier's copyrights, 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®, Facebook®, Yellowpages®, TripAdvisor®, or other similar services.
11. Supplier will not and will not encourage others to disparage or otherwise denigrate Bus tech 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 Bus tech, its operations, clients, employees, products, or services without the prior written consent of Bus tech, except as may be otherwise required by federal, state, or local statute, regulation, ordinance, or court order.
12. 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 Bus tech 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 Bus tech Platform or the servers or networks connected to the Bus tech Platform or C4O Software Account or C4O mobile application;
- e. post information or interact on the Bus tech Platform or C4O Software Account in a manner which is fraudulent, libelous, abusive, obscene, profane, sexually oriented, harassing, or illegal;
- f. use the Bus tech Platform in any way that infringes upon Bus tech'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 Bus tech 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 Bus tech Platform;
- i. "frame" or "mirror" any part of the Bus tech Platform, without our prior written authorization or use meta tags or code or other devices containing any reference to us in order to direct any person to any other web site for any purpose;
- j. modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Bus tech Platform or C4O Software Account or C4O mobile application;
- k. rent, lease, lend, sell, redistribute, license or sublicense the Bus tech Platform or access to any portion of the Bus tech 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 Bus tech Platform or its contents;
- m. link directly or indirectly to any other websites;
- n. transfer or sell your Bus tech or C4O Software account, password and/or identification, or any other Bus tech 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, Bus tech, 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, Human Rights Commission or other Canadian or United States of America federal, provincial, territorial or state 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.
13. Except as may be otherwise required by federal, state, provincial, territorial or local statute, regulation, ordinance, or order, disparage or otherwise denigrate Bus tech and/or the services it provides.
 14. When the services furnished are for use in connection with a Canadian or U.S. Government federal, provincial, territorial or state contract or subcontract, the provisions and terms set forth in Appendix A shall apply.
 15. When the services furnished are for use in connection with a provincial, territorial or state governmental agency, or any political subdivision of the province, territory or 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.
 16. 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, services, use or other taxes, including value added, goods and services and harmonized sales taxes, due for the sale and provision of Supplier's services to Users pursuant to this Agreement.
 17. 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 Bus tech 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 Bus tech 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 Bus tech may be delayed by up to ninety (90) days after it would otherwise be due pursuant to A.5., above.
 18. 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.
 19. Supplier expressly consents to be contacted by Bus tech, its agents, representatives, affiliates, or anyone contacting Supplier on Bus tech's behalf for any and all purposes arising out of or relating to Supplier's relationship with Bus tech, 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. Bus tech may, in its sole discretion, collect, store, and send Electronic Communication to Supplier, and Supplier expressly consents to receive Electronic Communication from Bus tech, Bus tech's agents, representatives, affiliates or anyone calling on Bus tech's behalf at the specific number(s) and/or addresses Supplier has provided to Bus tech, or numbers or addresses Bus tech can reasonably associate with Supplier's account (through skip trace, caller ID capture or other means);
- c. Bus tech may listen to and/or record phone calls between Supplier and Bus tech's representatives without notice to Supplier as permitted by applicable law;
- d. Supplier will promptly alert Bus tech whenever Supplier stops using a particular telephone number or e-mail address; and
- e. receipt of Electronic Communication from Bus tech is a condition of Supplier's relationship with Bus tech; upon Supplier's decision to cease receiving Electronic Communication on an ongoing basis from Bus tech, Bus tech may, in its sole discretion, terminate Bus tech's business relationship with Supplier.

D. USE OF BUS TECH'S MARKS

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

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

2. Only when providing services under this Agreement and/or otherwise providing authorized services in association with the Bus tech name, Licensee agrees to use any of Bus tech's copyrights, trademarks, tradenames, service marks, logos symbols, 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 employees or other third parties in either case- under Licensee's sole supervision, responsibility and monetary obligation. Licensee shall obtain from such employees and third parties, prior to commencement of work, a full written irrevocable 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 moral or other rights as “authors” or “inventors” of any artwork or designs or copyrightable subject matter or other intellectual property (as such terms are used in present or future U.S. copyright and/or patent statutes or judicial decisions). All such irrevocable assignments shall contain the assignor’s irrevocably waiver of all moral rights of authors in all Collateral Materials to the full extent provided under applicable law

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 Bus tech, any Propriety Subject Matter licensed to Supplier by Bus tech, 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 Bus tech 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 Bus tech at 5455 De Gaspe Ave, Suite 710, Montreal, Quebec H2T 3B3 and, to Supplier, as indicated by Supplier upon registration of its account on Bus tech'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. Bus tech 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, Bus tech shall make the amended agreement available to Supplier on Supplier's portal on the Bus tech platform, and Supplier is responsible for monitoring for amendments to the Agreement. Bus tech 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 Bus tech Platform or services hereunder after any such changes shall constitute your consent to such changes. Bus tech 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 Bus tech after thirty (30) days' written notice of termination, should the Supplier, in Bus tech's reasonable opinion, breach any agreement with Bus tech 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, Bus tech 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. Bus tech 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 Transport Canada, USDOT, the FMCSA or CCMTA Safety Measurement System or similar legislation, regulation or guidelines, or comparable state, provincial, territorial or municipal safety programs. Should Supplier be subjected to any intervention by or under Transport Canada, USDOT, FMCSA or CCMTA Safety Measurement System or similar legislation, regulation or guidelines, or comparable state, provincial, territorial or municipal safety programs . or an intervention or any similar action by a state, provincial, territorial or municipal agency, Supplier will immediately notify Bus tech in writing of same and the steps being taken to resolve the safety concerns raised by Transport Canada, USDOT, FMCSA or CCMTA FMCSA or state, provincial, territorial, or municipal

agency, law or regulation. Should such matters not be resolved to Bus tech's satisfaction within sixty (60) days, Bus tech 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, Bus tech 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 Bus tech. Approval of an assignment of this Agreement by Supplier shall be in Bus tech'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 Bus tech's prior written approval, shall be void and of no effect. Bus tech 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 Bus tech.

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 Bus tech Platform, you acknowledge and agree that you and Bus tech are in a direct business relationship, and the relationship between the parties under this Agreement is solely that of independent contracting parties. You and Bus tech expressly agree that (a) this is not an employment agreement and does not create an employment relationship between you and Bus tech; 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 Bus tech, and you undertake not to hold yourself out as an employee, agent or authorized representative of Bus tech.
2. Bus tech 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 Bus tech Platform. 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, Bus tech shall have no right to require you or your agents to: (a) display Bus tech's names, logos or colors on your vehicle(s); or (b) wear a uniform or any other clothing displaying Bus tech'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. Unless prohibited by applicable law, 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 Bus tech 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 superior courts in the province or territory of Canada (or where applicable within the jurisdiction of the Federal Court of Canada, then the Federal Court of Canada) as determined by Bus tech 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 jurisdiction in which the legal action is initiated.

2. Any arbitration under this Agreement shall be conducted in Toronto, Ontario, be finally and conclusively adjudicated and resolved by arbitration under the Arbitration Rules (“ADRIC Rules”) of the ADR Institute of Canada, Inc. (“ADRIC”), except as modified here. The arbitration will be in English or French as Bus tech may elect. The arbitration may be held anywhere the arbitrator considers appropriate, including remotely by telephone, video-conference or Internet. The ADRIC Rules are available by, for example, searching <www.google.ca> to locate “ADRIC Arbitration Rules”. Supplier can also contact ADRIC at 1-877-475-4353 or <www.adric.ca>. Supplier will have to pay some fees to arbitrate, as described in the ADRIC Rules. However, before beginning the arbitration, the party with the claim will first try to informally negotiate with the other party, in good faith, a resolution of the dispute for not less than 30 days but no more than 45 days unless extended by agreement. During the negotiation period, any otherwise applicable limitation period will be tolled (temporarily suspended). Where Supplier alleges claims of sexual assault or sexual harassment, Supplier may choose to bring those specific claims in court in Toronto, Ontario, instead of arbitration, but in doing so Bus tech does not waive the enforceability of any other part of this Section. This arbitration requirement survives: (i) the termination of this Agreement and (ii) the bankruptcy of any party. If any part of it is deemed invalid or unenforceable, the other parts remain in force. 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 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 Bus tech, 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, unless prohibited by applicable law, not on a class, collective action, or representative basis. The parties understand and agree that, unless prohibited by applicable law, 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 and enforced pursuant to the laws of the Province of Ontario and the Federal laws of Canada applicable therein without regard to conflict of laws principles. The parties hereby agree that any suit, action or proceeding arising out of or relating to this Agreement by either Bus tech, or the Supplier and expressly permitted by Section L, shall be filed by Bus tech or the Supplier in Superior Court of the Province of Ontario sitting in the City of Toronto, Ontario. The parties hereto

irrevocably submit to the jurisdiction of said courts and waive any rights to object to or challenge the appropriateness of said forum. Service of process shall be in accordance with the laws of the Province of Ontario.

N. ENTIRE AGREEMENT

1. Except to the extent that the Supplier has signed another agreement with Bus tech, 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. Bus tech 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; provider, 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.

The parties acknowledge that they have expressly required, and are satisfied that, this agreement and all related documents and notices be drawn up exclusively in the English language. *Les parties reconnaissent qu'elles ont expressément exigé, et sont satisfaites, que la présente convention et tous les documents et avis connexes soient rédigées exclusivement en langue anglaises.*

O DISCLAIMERS

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

Bus tech does not provide transportation services, and Bus tech is not a transportation carrier. Bus tech 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 Bus tech Platform, and it is up to the User to decide whether or not to accept the Proposal from the Supplier contacted through the Bus tech Platform. We cannot ensure that a User will complete an arranged transportation service hereunder.

The Bus tech 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 Bus tech 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 Bus tech 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 Bus tech Platform will be corrected, or that the Bus tech 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 Bus tech Platform or services. You agree to Bus tech’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 Bus tech 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 Bus tech 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.

Bus tech is not responsible for the conduct, whether online or offline, of any User of the Bus tech 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 Bus tech Platform and participating in the services, you agree to accept such risks and agree that Bus tech is not responsible for the acts or omissions of Users on the Bus tech Platform or participating in the services.

You are responsible for the use of your Bus tech account and C4O Software account and C4O mobile application and Bus tech 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 Bus tech 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 Bus tech Platform or through the services. Please carefully select the type of information that you post on the Bus tech 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 Bus tech or made available through the Bus tech 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 Bus tech Platform or otherwise. We reserve the right, but we have no obligation, to monitor, verify, edit or correct the materials posted on the Bus tech 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 Bus tech 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 Bus tech, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data tracked or displayed by the Bus tech Platform. Any of your information, including geolocation data, you upload, provide, or post on the Bus tech Platform may be accessible to Bus tech and certain Users or Providers of the Bus tech Platform.

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

This paragraph applies to any version of the Bus tech Platform that you acquire from the Apple App Store. This Agreement is entered into between you and Bus tech. Apple, Inc. (“Apple”) is not a party to this Agreement and shall have no obligations with respect to the Bus tech Platform. Bus tech, not Apple, is solely responsible for the Bus tech 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 Bus tech application. In either case, you agree that Google may collect your location data when the Bus tech application is running in order to provide and improve Google's services, that such data may also be shared with Bus tech 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 Bus tech until fully signed and delivered.

ACCEPTED AND AGREED TO:

SUPPLIER:

BUS TECH CANADA INC./
AUTOBUS TECH CANADA INC.

By:

Name:

Title:

By:

Name:

Title:

APPENDIX A – Mandatory US 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 IN CANADA OR IN THE UNITED STATES OF AMERICA. FAILURE TO DO SO MAY RESULT IN TERMINATION OF THIS AGREEMENT AND ANY OTHER AGREEMENT WITH Bus tech.

When the services furnished are for use in connection with a federal, provincial, territorial or state Canadian or U.S. Government contract or subcontract, in addition to Bus tech'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, Bus tech's terms and conditions shall govern in the event of a conflict between these FAR and DFARS provisions (or similar provisions in Canada) and Bus tech's terms and conditions.

The following clauses set forth in the Canadian or US 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 Bus tech 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 Canadian or US 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 Supplier’s obligation to contact Bus tech regarding any confusion, ambiguity, or questions the Supplier may have regarding applicability of the following clauses.

The Canadian and US FAR and DFARS 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/](http://www.acquisition.gov/).

The following FAR clauses apply to all contracts, purchase orders, delivery orders, or any agreement between Bus tech and the Provider where the end customer is the federal or provincial, territorial, state or municipal Canadian or 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 Purchases	52.225-13
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
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 federal or provincial, territorial, state or municipal Canadian or United States Government DFARS clauses apply to all contracts, purchase orders, delivery orders, or any

agreement between Bus tech and the Provider where the end customer is any agency within the United States Department of Defense or similar Department in Canada.

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 Valuation	252.211-7003
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 Community Members in Response to the Solicitation	252.225-7046
51.	Export by Approved Community Members 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 federal or provincial, territorial, state or municipal Canadian or United States Government FAR clauses apply to all contracts, purchase orders, delivery orders, or any agreement valued over \$10,000.00 between Bus tech and the Provider where the end customer is the federal or provincial, territorial, state or municipal Canadian or 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 federal or provincial, territorial, state or municipal Canadian or United States Government FAR clauses apply to all contracts, purchase orders, delivery orders, or agreement valued over the SAP between Bus tech and the Provider where the end customer is the federal or provincial, territorial, state or municipal Canadian or 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 52.244-2 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