



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/28/2024

File ID: TMP-4024

Department: Public Transit

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City and RideCo US, Inc. for Paratransit dispatching software.

Resolution No:

Finance Information:

Account Number: 2000-54-5416D-520200-PT504990

City Cost Amount: \$21,200.00

Total Cost: \$106,000.00

Special Circumstances:

Grant Funded: \$84,800.00

Grant Title - CFDA or granting Agency: AL-2024-002-00

Resolution #: N/A

Location: (list below)

Address: 500 B Church St. NW 35801

District: District 1 District 2 District 3 District 4 District 5

Additional Comments:

RESOLUTION NO. 24-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an Agreement on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, by the between the City of Huntsville and RideCo US, Inc for paratransit dispatching software in the amount of One Hundred Six Thousand dollars and Zero cents(\$106,000.00), which is similar to certain document attached hereto and identified as "Agreement between the City of Huntsville and RideCo US, Inc." consisting of thirty four (34) pages and the date of March 28, 2024, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, a copy of said document being permanently kept on file in the Office of the City Clerk, of the City of Huntsville, Alabama.

ADOPTED this the 28th day of March 2024.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 28th day of March 2024.

Mayor of the City of Huntsville,
Alabama

RIDECO SUBSCRIPTION AND SERVICES AGREEMENT

CITY OF HUNTSVILLE

This Subscription and Services Agreement is entered into on ~~March 28, 2024~~ "Effective Date") by and between RideCo US, Inc., a Delaware corporation having its registered office at 10880 Wilshire Boulevard, Suite 1101, Los Angeles, CA 90024 ("RideCo"), and the City of Huntsville, having its registered office at 308 Fountain Circle, Huntsville, Alabama 35801 and mailing address of 500 B Church Street, Huntsville, AL 35801 (the "Customer") and governs use by Customer of RideCo's on-demand software & solutions, also known as the Dynamic Transit System (as further defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, it is agreed by and between the parties as follows:

1. INTERPRETATION

1.01 Definitions: In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the following meanings:

"**Agreement**" means this subscription and services agreement and includes any amendments, supplements, schedules, exhibits or appendices attached, referencing this agreement, or expressly made a part hereof by agreement between the parties.

"**Approved Equipment/Third Party Software**" means the equipment and third-party software required to operate the Distributed Software, specified in Schedule "B" hereto, including all upgrades, enhancements, releases, additions, modifications, and replacements of same from time to time approved in writing by RideCo.

"**Distributed Software**" means the RideCo passenger mobile application and driver mobile applications and any other software tools or components made available by RideCo for download under this Agreement.

"**Dynamic Transit System**" means RideCo's proprietary software programs including optimization algorithms, data analysis algorithms, web application, passenger mobile application, driver mobile application, dashboards, graphical user interface, all documentation and end user manuals;

"**Documentation**" means any and all of the following that are provided by RideCo, in any form of media, in connection with the Service Offerings: (a) know-how, proprietary information and methodologies, document templates and best practice guides; (b) scripts and data analysis tools; (c) user manuals and guides, that explain or facilitate the use of the Software, including all updates thereto; and (d) data sheets, specifications and other technical documents and materials in respect of the Software.

"**Downtime**" is the total accumulated minutes during a calendar month that are part of Maximum Available Minutes and that has a critical failure of the Software (which for greater certainty means a majority of the functions of the Software are unavailable or inaccessible for a majority of end users of the Customer).

"**Fees**" means the fees due and payable to RideCo under this Agreement as specified and further defined in an applicable SOW and/or Exhibit attached thereto.

"**Maintenance and Support Services**" means the technical services provided by RideCo as further described in Section 2 of Schedule "B" to this Agreement.

RideCo Confidential

President of the City Council of the
City of Huntsville, Alabama

Date: _____

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"Maximum Available Minutes" is the total accumulated minutes during a calendar month when the Service Offerings are expected to be available to facilitate the booking and provision of passenger rides and for the use of operator dashboards.

"Monthly Uptime Percentage" is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a calendar month for a given platform or program subscription. Monthly Uptime Percentage is represented by the following formula:

$$\text{Monthly Uptime \%} = (\text{Maximum Available Minutes} - \text{Downtime}) / \text{Maximum Available Minutes}$$

"Personal Data" has the meaning given in Schedule "C".

"Platform Software" means collectively the RideCo Dynamic Transit System (DTS) cloud platform technology and underlying software, including its dynamic routing technologies, ride-sharing technologies, algorithms, implementation architectures, operations dashboards, user interfaces, and application programming interfaces ("APIs") to third party systems.

"Operational Data" means data recorded by the Distributed Software and presented through export on the operations dashboard end-user interface, where such data is provided by Customer or passengers or partner drivers and operators of Customer. For greater certainty, Operational Data includes, but is not limited to, passenger ride booking information (origin, destination, time, payment, status) and driver action data (location data, pickup/drop-off times) however Operational Data does not include System Log Data or any other data that is not provided as an export to an end user through the operations dashboard end-user interface.

"Purchase Order" means any purchase order signed by RideCo (or its agents or distributors or resellers) and the Customer respecting the Service Offerings, either attached to this Agreement or incorporated by reference.

"Service Offerings" means collectively the Software, Documentation, associated APIs and interfaces to third party systems provided by RideCo pursuant to any Statement of Work on the terms of this Agreement.

"Software" means collectively the Distributed Software, Platform Software, and any interfaces between the two.

"Software Enhancements" means an update or upgrade to the Distributed Software or to the Platform Software, which update or upgrade may include new product features that change the character or structure of the software or its functional use or operation and will usually form part of an automatic update to the Software without any action being required from Customer.

"Statement of Work" means one or more work orders or schedules of Service Offerings and deliverables to be performed or provided under this Agreement, the first of which is attached as Schedule "A". A Statement of Work may contain the agreed additional fees and payment criteria. Each Statement of Work shall be attached to this Agreement as a sequentially numbered exhibit, and shall expressly be deemed incorporated into this Agreement and subject to all the terms and conditions set forth herein. No Statement of Work shall be binding upon Customer unless and until approved by the Governing Body of the City and duly executed by its Mayor and City Council President.

"System Log Data" means data derived by RideCo from Operational Data which has been aggregated with other RideCo customer data, and which has been de-identified consistent with applicable legal definitions of de-identified information and in a manner so that it contains no Personal Data and does not, and cannot reasonably be used, to identify Customer or any individual. For greater certainty, System Log does not identify a specific passenger or driver, nor does it contain any Customer Confidential Information.

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“**Vehicle Hours**” means the hours that a vehicle is scheduled to or actually travels from the time it pulls out from its garage to go into revenue service to the time it pulls in from revenue service.

“**Vehicles in Operation**” means the maximum number of vehicles actually operated to provide service on an average weekday.

1.02 Schedules: The schedules to this Agreement are set forth as follows:

Schedule “A”	Statement of Work
Exhibit 1 to Schedule “A”	Financial Terms
Schedule “B”	Service Level Agreement
Schedule “C”	Data Protection Undertaking
Schedule “D”	Insurance
Schedule “E”	Federal Provisions

2. SERVICE OFFERINGS LICENSE, INTELLECTUAL PROPERTY RIGHTS, CONFIDENTIALITY

2.01 License Grant: Subject to the terms of this Agreement, RideCo grants Customer a limited, revocable, non-exclusive and non-transferable license to: (a) access and use the Service Offerings in the geographic locations and for the use-cases set forth in the Purchase Order and in accordance with the applicable Statement of Work. The Distributed Software may only be used in combination with the Approved Equipment/Third Party Software. RideCo or its agents, resellers or distributors may release from time to time to Customer at no additional charge during the term of this Agreement, software bug fixes and patches and such releases shall be considered “Software” hereunder and subject to the terms of this Agreement unless otherwise specified by RideCo. This license does not imply any rights to Software Enhancements or technical or other support services, except as otherwise expressly set forth herein. As used herein the “Intended Purpose” means use of the Service Offerings for the purpose of providing dynamic routing and shared ride technologies relating to the Customer’s transportation operations.

2.02 Restrictions & End User Terms:

- (a) *Restrictions.* Except as otherwise expressly permitted in this Agreement, Customer shall not, and shall not encourage any third party to: (a) customize, modify or create any derivative works of the Service Offerings; (b) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the Software (except to the extent applicable laws specifically prohibit such restriction); (c) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Distributed Software; (d) publish or disclose any results of benchmark tests run on the Software to a third party without RideCo’s prior written consent; (e) redistribute, encumber, sell, rent, lease, sub-license or otherwise transfer rights to the Service Offerings; (f) copy, reproduce, distribute, modify or in any other manner duplicate the Software, in whole or in part and Customer may not copy any written materials (except for training materials and for internal use) accompanying any portion of the Service Offerings unless specifically authorized in writing to do so by RideCo. Customer shall not access the Service Offerings in order to: (i) build a competitive product or service; or (ii) copy any ideas, features, functions or graphics of the Service Offerings. For greater certainty, Customer will not be in breach of this Section 2.02 if Customer independently develops a competing product or service without use or reference to RideCo’s Confidential Information as described in Section 2.09 below.
- (b) *End Users.* RideCo shall ensure that end users agree to mutually agreed terms of service and privacy policy in accordance with requirements of applicable law before using the

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service. RideCo will inform end users that the transportation services are provided by Customer (or its partner drivers, as appropriate); not RideCo.

- 2.03 RideCo Intellectual Property.** All intellectual property created or developed by or on behalf of RideCo prior to or independently of this Agreement shall remain vested in RideCo, which background intellectual property of RideCo includes know-how, processes, methodologies and all proprietary information and materials of RideCo, the RideCo micro transit technology and all software code and algorithms used in the provision of services hereunder. Except as specifically set out in this Agreement or a SOW, no rights whatsoever are granted to Client in the patents, copyrights, trade secrets, trademarks or other intellectual property of RideCo whether created prior to, during or after the performance of this Agreement. For certainty, any improvements, modifications or customizations made to RideCo's background intellectual property, whether requested or suggested by Client, will belong exclusively to RideCo and to the extent Client acquires any right therein, Client will assign the same immediately to RideCo and waive any moral rights in connection with the same. Any deliverables developed specifically for Client as specified in a SOW and any Service Data will be assigned to Client on completion or termination of the Services or this Agreement after payment of all undisputed outstanding fees invoiced by RideCo. Unless otherwise specified in a SOW, RideCo shall own all right, title and interest and all intellectual property rights to any deliverables created by RideCo pursuant to this Agreement or any SOW hereunder and such deliverables shall not be considered "works made for hire".
- 2.04 Operational Data.** As between Customer and RideCo, Customer will own the Operational Data. Subject to the data protection undertakings set out in Schedule "C", Customer hereby grants to RideCo for the duration of this Agreement a worldwide and royalty-free right and license to access and use the Operational Data for the sole purposes of: (i) providing the Service Offerings to Customer, (ii) assessing the performance of the Service Offerings; and (iii) creating System Log Data (as defined in Section 2.05 below). Customer is not entitled to receive any compensation or re-imbursement of any kind from RideCo for use of said Operational Data. Except as otherwise expressly permitted in this Agreement, RideCo does not claim any right, title or interest in the Operational Data. Customer represents and warrants that Customer has all necessary consents (if any) relating to the collection, retention, use, processing and disclosure of Operational Data (including all underlying Personal Data) and that use of the Operational Data in the manner contemplated in this Agreement will not breach the rights of any third party. For the avoidance of doubt, RideCo is not responsible for any liability arising out of the collection, retention, use, operation and disclosure by Customer of Operational Data (including any Personal Data contained therein).
- 2.05 Data Protection Undertaking.** RideCo hereby agrees and undertakes to comply with the data protection undertakings set out in Schedule "C".
- 2.06 System Log Data.** As between RideCo and Customer, all right and title to RideCo System Log Data belongs to RideCo and accordingly RideCo is free to use RideCo System Log Data for any purpose including the improvement of RideCo's Service Offerings.
- 2.07 Suggestions.** RideCo shall have a royalty-free, worldwide, transferable, sub licensable, irrevocable, perpetual, unrestricted license to use and/or incorporate into its products, services and business any suggestions, enhancement requests, recommendations or other feedback provided by Customer relating to the operation of the Service Offerings.
- 2.08 Reservation of Rights.** Except for the rights and licenses granted in this Agreement, Customer acknowledges and agrees that RideCo owns and shall retain all right, title and interest (including without limitation all patent rights, copyrights, trademark rights, trade secret rights and all other intellectual property rights therein) in and to the technology used to provide the Service Offerings) and all related RideCo IP and RideCo grants

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Customer no further licenses of any kind hereunder, whether by implication, estoppel or otherwise. Customer acknowledges that only RideCo shall have the right to maintain, enhance or otherwise modify the Service Offerings.

2.09 Confidentiality:

- (a) *Confidential Information.* As used herein, "**Confidential Information**" means all confidential information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**") that is designated in writing as confidential or ought to be considered confidential based on the nature of the information and the circumstances of disclosure. For greater certainty, the Documentation and the functionality of the Software are all Confidential Information of RideCo. Confidential Information shall not include any information that the Receiving Party can demonstrate by its written records: (a) was known to it prior to its disclosure hereunder by the Disclosing Party; (b) is or becomes known through no wrongful act of the Receiving Party; (c) has been rightfully received from a third party without restriction or disclosure and without breach by such third party of a non-disclosure obligation; (d) is independently developed by the Receiving Party; (e) has been approved for release by the Disclosing Party's prior written authorization.
- (b) *Obligations.* Neither party shall use any Confidential Information of the other party except as necessary to exercise its rights or perform its obligations under this Agreement or as expressly authorized in writing by the other party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own Confidential Information of like nature. Neither party shall disclose the other party's Confidential Information to any person or entity other than its officers, employees, service partners, consultants and legal advisors who need access to such Confidential Information in order to effect the intent of the Agreement and who have entered into written confidentiality agreements with it at least as restrictive as those in this Section. Upon any termination of this Agreement, the receiving party will promptly return to the disclosing party or destroy, at the disclosing party's option, all of the disclosing party's Confidential Information.
- (c) *Injunctive Relief.* Each party acknowledges that due to the unique nature of the other party's Confidential Information, the disclosing party may not have an adequate remedy in money or damages if any unauthorized use or disclosure of its Confidential Information occurs or is threatened. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.
- (d) *Other Exemptions.* Notwithstanding the foregoing provisions in this Section 2.09, the parties may disclose this Agreement: (i) as otherwise required by law or the rules of any stock exchange or over-the-counter trading system provided that reasonable measures are used to preserve the confidentiality of the Agreement; (ii) in confidence to legal counsel; (iii) in connection with the requirements of a public offering or securities filing provided reasonable measures are used to obtain confidential treatment for the proposed disclosure, to the extent such treatment is available; (iv) in connection with the enforcement of this Agreement or any rights under this Agreement, provided that reasonable measures are used to preserve the confidentiality of the Agreement; (v) in confidence, to auditors, accountants and their advisors; and (vi) in confidence, in connection with a change of control or potential change of control of a party or an affiliate of a party, provided that reasonable measures are used to preserve the confidentiality of the Agreement; and fulfilling any obligation under Section 2.09(e) below. For any legally compelled disclosure or disclosure pursuant to a court, regulatory, or securities filing or as required by statute, the parties shall reasonably cooperate to limit disclosure of this Agreement and Disclosing Party will not be in breach of its obligations of confidence by complying with such requirements. For greater certainty, nothing in this Section 2.08 will diminish a Receiving Party's obligations under this Agreement to comply with applicable privacy and personal

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information protection laws (including the obligations set out in the applicable Statement of Work).

- (c) *Statutory Disclosure Requirements.* Any documents or work product that Customer receives from RideCo pursuant to this Agreement may be considered public records or records subject to access to information laws which govern Customer. Notwithstanding any other provision of this Agreement, RideCo acknowledges that Customer is a governmental entity and as such is subject certain law, including but not limited to the Alabama Open Records Act, and agrees that no portion of this Agreement related to Confidentiality shall apply to any obligation of the Customer, its elected or appointed officials, employees, attorneys, authorized agents or any other individual or entity acting on behalf of Customer to comply with any applicable law.

3. MAINTENANCE AND SUPPORT SERVICES

- 3.01 Maintenance and support for the Software will be provided in accordance with the terms of Schedule "B".

4. FEES AND PAYMENT

- 4.01 **Fees:** In consideration of the provision of the license and services under this Agreement to Customer, Customer agrees to pay RideCo the Fees in accordance with any applicable Statement of Work and/or Exhibit attached thereto.
- 4.02 **Taxes:** All charges and fees provided for in this Agreement are exclusive of and do not include any foreign or domestic governmental taxes or charges of any kind imposed by any federal, state, provincial or local government on the transactions contemplated by this Agreement, including without limitation excise, sales, use, property, license, value-added taxes, goods and services, harmonized, franchise, withholding or similar taxes, customs or other import duties or other taxes, tariffs or duties other than taxes that are imposed based on the net income of RideCo. Any such taxes that are imposed on the net income of RideCo shall be the sole responsibility of RideCo. Notwithstanding the generality of the foregoing, if Customer is a purely governmental organizations exempt from payment of any taxes, then Customer shall not be charged taxes under this Agreement.

5. TERM AND TERMINATION

- 5.01 **Term:** This Agreement commences on the Effective Date and shall run for an initial period specified in the applicable Statement of Work together with any agreed extensions, unless terminated sooner in accordance with the terms of this Section 5.
- 5.02 **Termination:** Either party may terminate this Agreement with written notice if the other party: (i) fails to correct a material breach of its obligations under this Agreement within thirty (30) days after receipt by such other party of written notification from the notifying party of such material breach; (ii) ceases to carry on business as a going concern; or (iii) files a bankruptcy petition or has such a petition filed involuntarily against it, becomes insolvent, makes an assignment for the benefit of creditors, consents to the appointment of a trustee, or if bankruptcy reorganization or insolvency proceedings are instituted by or against the other party.
- 5.03 **Survival.** The following Sections shall survive the termination or expiration of this Agreement for any reason: 1. (Definitions), 2.02(a) (Restrictions), 2.03 (RideCo Intellectual Property), 2.06 (System Log Data), 2.07 (Suggestions), 2.08 (Reservation of Rights), 2.09 (Confidentiality), 5.03 (Survival), 5.04 (Effect of Termination), 6.02 (Disclaimer of Warranties), 6.03 (Service Disclaimer and Liability Waiver), 6.04 (Limitation of Liability), 7 (General Provisions) and all terms related to payment (until payments have been made in full) and any other terms herein which expressly state that

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such terms will survive or which by their nature are required to survive to give effect to the surviving terms stated to survive, shall survive the termination or expiration of this Agreement for any reason and will continue in full force and effect subsequent to and notwithstanding such termination, until such provisions are satisfied or by their nature expire.

- 5.04 Effect of Termination.** On termination, Customer shall destroy all copies of the Distributed Software, all accompanying Documentation and Confidential Information of RideCo, excepting such information as may be required by law to be retained, and shall provide confirmation of having done so within 5 business days of the effective date of termination.

6. WARRANTIES, INDEMNIFICATION, LIABILITY

6.01 Warranties:

- (a) *Representations and Warranties by Each Party.* Each party represents, warrants to the other party that: (i) it is a corporation, municipal corporation, or limited liability company, duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; (ii) it has all requisite power and authority and approvals to execute, deliver and perform its obligations under this Agreement; (iii) the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by it and any necessary third parties;
- (b) *RideCo Warranties.* RideCo represents and warrants to Customer that RideCo will perform its duties and obligations hereunder in a careful, diligent, professional, proper, efficient and business-like manner. RideCo further represents and warrants that:
- (i) The Service Offerings do not to RideCo's knowledge infringe any patent, copyright or trademark or violate the trade secret or other proprietary rights of any third party;
 - (ii) RideCo owns or has exclusive or non-exclusive rights in all patents, copyrights, trademarks, trade secrets and other proprietary rights in and to the Service Offerings necessary to grant the licenses herein; and
 - (iii) RideCo possesses the legal right and authority to execute and perform this Agreement,
- (c) *Customer Warranties.* Customer represents and warrants to RideCo that Customer adheres to applicable privacy laws and has in place appropriate agreements with end users regarding the collection, processing and use of Customer Personal Data (as defined in Schedule "C") in accordance with the terms of this Agreement and subject to compliance with Schedule "C" by RideCo, will not violate any rights of a third party or breach applicable data protection laws.
- 6.02 Disclaimer of Warranties:** The Service Offerings are provided 'as is' and RideCo does not warrant, however, that the functions performed by the Service Offerings will meet Customer's requirements or that the operation of the same will be uninterrupted or error-free. Except as set forth in this Agreement, there are no other warranties or conditions of any kind, including without limitation, the warranties that the Service Offerings are free of defects, merchantable or fit for a particular purpose. Specifically, RideCo makes no representation or warranty regarding the merchantability, fitness for a particular purpose of the Service Offerings. All Approved Equipment/Third Party Software is subject to the warranty of its respective manufacturer and no warranty whatsoever is provided by RideCo. RideCo makes no guarantee of the performance, accuracy and results of the Service Offerings with respect to Operational Data. This disclaimer of warranty

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constitutes an essential part of this Agreement. No use of the Service Offerings is authorized under this Agreement except under this disclaimer.

- 6.03 Service Disclaimer and Liability Waiver.** Customer acknowledges that RideCo is a technology provider and not a provider of transportation services. To the fullest extent permitted by law, RideCo will not be responsible for: (i) the actions, inactions, errors, omissions, representations, warranties, breaches or negligence of any passenger or driver or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom; or (ii) the actions, inactions, errors, omissions, representations, warranties, breaches or negligence of transportation providers or for any damages or expenses resulting therefrom including without limitation any personal injury or property damage and Customer expressly waives the right to bring any claim against RideCo, its successors, assigns or related companies, directors, officers or employees in respect of any and all actions, causes of action, damages, claims, cross-claims and demands of any kind in connection with the transportation, vehicular or driver related portions of the services.

6.04 Limitation of Liability:

- (a) EXCEPT FOR BREACH OF CONFIDENTIALITY, MISAPPROPRIATION OF INTELLECTUAL PROPERTY, IN NO EVENT SHALL RIDECO BE LIABLE TO THE CUSTOMER FOR ANY LOST PROFITS OR FOR ANY INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOST SAVINGS OR OTHER SIMILAR PECUNIARY LOSS), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) AND WHETHER OR NOT RIDECO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- (b) Excluding any indemnification obligations and confidentiality obligations in this Agreement, RideCo's cumulative liability to the Customer or any other party for damages for any cause whatsoever will be limited to no more than the Fees paid under the applicable SOW in the preceding three (3) months.

6.05 Indemnification:

- (a) RideCo shall indemnify, defend and hold Customer and its affiliates (including their officers, directors, agents, and employees) harmless against any claims by a third party that any part of the Service Offerings infringes any patent, copyright, trademark or trade secret right of such third party, and RideCo will pay any damages and expenses relating thereto, provided that the actual or alleged infringement has not been caused by the use of a modification of the Software other than by RideCo, by the combination and/or use of the Distributed Software with third party software, hardware, data, and/or technology not approved by RideCo in writing or by Customer's failure to implement any update or upgrade provided by RideCo. Customer will promptly notify RideCo of any such claim and provide reasonable assistance to RideCo with respect to handling the claim. Customer's failure to provide timely notice or reasonable assistance will relieve RideCo of its obligations under this Section to the extent that RideCo has been actually prejudiced by such failure. RideCo will have the sole right to defend, negotiate and settle any claims provided however that Customer shall have the right, at its option and expense, to participate in the defense of any action or proceeding through counsel of its own choosing. RideCo may at any time and at its option and expense: (i) procure the right of Customer to continue to use the Service Offerings that may infringe a third party's rights; or (ii) modify the Service Offerings so as to avoid infringement; or (iii) terminate this Agreement and the licenses granted hereunder.

7. General Provisions:

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- 7.01 Sub-Contract:** RideCo may sub-contract the performance of aspects of the Maintenance and Support Services set forth herein. For the avoidance of doubt, RideCo shall remain fully responsible for the performance of all aspects of the Maintenance and Support Services and shall be liable for the acts and omissions of its sub-contractors.
- 7.02 Partial Invalidity:** If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect.
- 7.03 Assignment:** Either party may not assign this Agreement without the written consent of (but on notice to) the other party. Notwithstanding the generality of the foregoing, RideCo may freely assign this Agreement to a successor in interest upon a merger, acquisition, reorganization, change of control, or sale of all or virtually all of its assets, and any such assignment shall not require the consent of the Customer. This Agreement shall be binding on and shall inure to the benefit of the parties, their successors and permitted assigns.
- 7.04 Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Alabama. All disputes relating to this Agreement shall be exclusively subject to the courts of Madison County, Alabama.
- 7.05 Publicity.** RideCo shall be entitled to disclose and publicize in the form of customer lists and on its web site and marketing materials, the identity of the Customer as a client of RideCo, provided that the use of any trademark/logo of Customer shall be subject to Customer's prior written consent. RideCo shall be entitled to include a "powered by RideCo" statement in the white labeled versions of the Distributed Software.
- 7.06 Force Majeure:** Except for payment obligations, neither party shall be liable for any delay or failure in performance due to such acts of God, earthquake, labor disputes, strikes, shortages of supplies, riots, war, fire, pandemics, epidemics, or transportation difficulties, to the extent not in control of such party. The obligations and rights of the excused party shall be extended on a week to week basis, provided, however, that a delay of thirty (30) days shall entitle the other party to terminate this Agreement without liability.
- 7.07 Miscellaneous:** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement may be amended only in writing signed by both parties. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. The relationship between RideCo and Customer is that of independent contractors and neither Customer nor its agents shall have any authority to bind RideCo in any way. If any dispute arises under this Agreement, the prevailing party shall be reimbursed by the other party for any and all legal fees and costs associated therewith. The headings to the sections of this Agreement are used for convenience only and shall have no substantive meaning.
- 7.08 Compliance with Laws:** In performing under this Agreement, RideCo shall comply with all applicable laws and regulations of any federal, state, provincial or local government entity.
- 7.09 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. It is the intent of the Parties that the performance by RideCo of its duties and obligations for Customer shall be that of an independent contractor, and nothing herein shall create or imply an agency or employment relationship

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between Customer and RideCo. This Agreement shall not be deemed to constitute a joint venture or partnership between the Parties. RideCo agrees that as an independent contractor, Customer will not provide insurance coverage for it and it is not covered under the Customer's workers compensation insurance. RideCo also agrees that it will not be treated or seek to be treated as an employee of Customer for any purpose.

7.10 Request for Proposal Governs. The terms, conditions, and requirements of the Request for Proposals Paratransit Software, Number 20-2024-54 are expressly incorporated herein as if set out fully, and if any term of this agreement is inconsistent with the provisions of the Request for Proposal then the requirements of the Request for Proposal shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers in that behalf.

RideCo US, Inc.

City of Huntsville

Signature
I have authority to bind RideCo.

Signature
I have authority to bind Customer.

Name (typed or printed)

Name: (typed or printed)

Title

Title

Date

Date

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SCHEDULE "A" PROJECT TERMS AND INITIAL STATEMENT OF WORK

Project Term: Commences on the Effective Date and shall run for an initial period of five (5) years from the launch date to passengers, with two (2) additional options to extend by a 1-year term at Customer's discretion, subject to agreement of applicable terms including the appropriate Fees.

Zone: Three (3) zones – 1) ADA zone, 2) Non-ADA zone and 3) City of Madison service area.

Service model: Curb-to-curb (aka Door-to-Door)

Vehicles: Up to 28 vehicles in peak service.

Service Hours: To be determined by Customer

Scope of Work:

Project Management, Training, Software Requirements, and Data Reporting:

1. Project management will be a continuous function and a key responsibility of RideCo. RideCo will develop and maintain an overall project schedule to ensure milestones are met in an efficient manner.
2. RideCo shall coordinate with Customer to refine and approve the service model, including specific stops, schedules, service coverage areas, and cost structure (including potential subsidization).
3. RideCo shall ensure adequate and complete training of initial operators, dispatchers, operations manager(s), and Customer staff that are involved in the operation or monitoring of the service. Additional training sessions may be requested for an additional fee.
4. RideCo will ensure that the functions listed in Software Functional Requirements (as outlined below) are met.
5. RideCo and Customer will agree upon data reporting expectations and shall include daily ridership information, stop locations, use of referral or promotional codes, qualitative data collected from riders to capture travel preferences, and other data as mutually agreed.
6. RideCo will work with Customer to coordinate a test run of both the software application and service prior to commencement of public revenue service operations.
7. RideCo will provide a standard daily KPI report, including data mutually agreed upon by Customer and RideCo. Custom reporting is out of scope but may be requested for an additional fee.
8. RideCo will review data dashboard with Customer and transportation partners on weekly basis during the first month of revenue service operations and a monthly basis thereafter, during the Project Term.
9. RideCo will periodically provide Customer with any recommendations for changes in stops, service hours, or promotions to ensure meeting project goals.
10. RideCo will provide Customer with a final report summarizing their market, operational findings, viability of long-term service, and recommendations. A presentation on the final report will be provided to Customer staff.

Branding and Marketing:

1. RideCo will brand the rider mobile application uniquely to the service. Customer will provide necessary graphics and content for RideCo to brand the application.
2. RideCo will advise Customer in the marketing of the service to passengers, including providing examples of successful marketing materials from other client efforts.
3. RideCo will configure and manage referral and promotional codes throughout, during the Project.

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Software Functional Requirements:

Passenger Application Requirements:

Rider Account

- Trip history menu to see trip details
 - Start & end time
 - Starting & ending address
 - Trip cost (if applicable)
 - Help menu to provide feedback, or report other issue
- Reserved trip details
- Recent destinations are automatically saved to rider account

Ride Booking and Tracking:

- Ability to enter an address or select current or specific location on the map
- Reserve multiple seats or seat types (e.g. accessible)
- Reserve trips up to 5 business days in advance
- Reserve multiple trips at once (same trip for multiple days in one week)
- Retain recently queried locations so they are easy to pull up even if rider does not designate them as a “favorite”
- Ability to restrict stop vs. doorstep drop-off and pick-up points
- Vehicle location, vehicle ID and driver information are displayed while waiting for pickup
- Ability to call and/or leave a note for driver

Payment

- Ability to hold credit card information and charge passengers for fares.
- Ability to record and report on cash payments made to driver as well as on-board validation such as passes, transfers and/or tickets.
- Place to enter optional promotional codes.
- Place to enter promotional codes

Rating System

- Ride rating (e.g., 1 to 5 stars)

Customer Support

- Legal/terms and conditions
- A place for Frequently Asked Questions (FAQs)
- In app requests for support
- Customer service system that creates trackable tickets for follow up and resolution
- Ability to mask phone number when contacting driver

Driver Application Requirements:

- Automatic trip dispatching
- Dynamic routing capabilities to adjust vehicle allocation efficiently.
- Make phone calls to a rider via anonymized phone number
- Ability to launch turn-by-turn driving directions

Operations Dashboard Requirements:

- Dashboards accessible to operations coordinators and authorized individuals by the City

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- Dashboard displays real-time data on riders, vehicles, drivers and service performance/Key Performance Indicators (KPIs). Data available includes:
 - Ridership
 - Travel times
 - Trip denial rate
 - Booking abandonment rates
 - On-time performance
 - Trip and driver reviews
 - Trip and driver comments
- Ability to assign different user-level permissions and rights based on operator, seniority, or role.
- The data gathered will be shared with / available to the operator or agency in multiple formats:
 - Dashboards to visualize rider, driver, and performance data, aggregated across a period or at an individual trip/driver level
 - Weekly and monthly performance reports provided in Excel, in a performance format to be mutually agreed upon
 - Exports of the raw data (rides, vehicles, times, locations etc.) in CSV format that can be further analyzed by the operator or agency staff if they desire

Software Security, Reliability & Privacy Requirements:

- The passenger and driver apps are 'stateless' and do not store any confidential passenger data on the local device.
- All data is stored securely in the cloud (Amazon Web Services – 'AWS').
- The passenger and driver apps communicate securely with the cloud-based platform using RESTful APIs.
- The software platform has a 99.9%+ historical uptime performance record.
- Data is encrypted in transit.
- All public facing webservers have been hardened using industry standard practices.
- Internal networks are shielded by security groups which define allowable ports and IP addresses for internal services.
- APIs are all secured using token authentication using an identity management system. Tokens are only valid for one user and can only be acquired by successfully authenticating against an authentication API. APIs used by internal components are never exposed publicly. For certain API calls, throttling exists to prevent against DOS type attacks.
- Daily backups of production databases for disaster recovery.
- Software does not store any payment card or billing information on company's servers.
- The mobile applications and operations dashboards include their own terms of service to end users that include provisions relating to data privacy, confidentiality, and intellectual property rights.

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EXHIBIT 1 TO SCHEDULE "A"

FINANCIAL TERMS

Implementation Fee *(one-time fee payable at signing of contract)*

Service modeling, KPI goal setting, & simulations		Service design consultation; comprehensive review of KPI goals and goal-setting for program success; simulation and tuning of parameters as applicable (e.g. time snapping, frequency variation)
Localization of the software settings & operations configuration		Configure the software settings; zone boundaries, variation of service levels; set-up fleets and operators' shifts; identify and configure pickup and dropoff stops; build mapping layer, road network and traffic model; set-up payment and fare options; setup roles and access levels
Application branding, content, and language customization		Brand the Apps/website including logo, color, and splash screen; customize the website & FAQ; in-app messages
Application data migration and testing		Map data fields and passenger information from legacy system (if applicable) and migrate to new system; perform quality assurance tests
Initial training		Coordinate in-person training for team leads and operators; setup self-service learning management system and modules
Setup data reporting and monitor the launch		Live monitoring and coaching for the launch; set-up NTD reports, data dashboards, and operations reports
Implementation Fee	\$34,000	One-time, upfront fee.
Hardware	N/A	RideCo platform is compatible with existing agency tablets/MDTs.
Token Transit Integration	Waived	RideCo can offer a deeplink integration with Token Transit.
Value-Added Implementation Options		
Option: Eligibility Management	\$7,700	Set-up, configuration & training for Eligibility automation
Option: VOIP set up	\$5,000	Set-up, configuration, and training of the VOIP system for up to 28 vehicles and 5 dispatchers.

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Software License & Support Fee (payable monthly after implementation & go-live)

Core technology modules and automatic updates	Passenger App, Driver App, Web App, Solver-algorithm based routing, Automated continuous schedule & dispatch optimization, Operations Center dashboards, Customer Profile Manager; Cloud hosting; Regular cloud software updates to core modules for features enhancements
Analytics and reporting	NTD reports, daily/weekly/monthly KPI reports, data dashboard
Service level agreement and 99.9%+ uptime	Committed response & resolution times based on issue type and assurance of 99.9%+ uptime of apps & operations center dashboards
Performance optimization and best practices support	Regular meetings to review KPIs, data, & goals; discuss operations, performance improvements, and industry best practices
Core Software Fee	\$ 72,000 / year For up to 28 vehicles in peak service.

Optional fees for adding more vehicles or zones to the scope of work

Incremental Per-Vehicle Fee Rate (\$) per vehicle / month	\$250
Incremental Per- new zone Fee	\$4000 one-time fee per additional new zone

Notes to software license and support fees:

- The core software license & support fees are compliant with the requirements of the project, and includes RideCo's patented continuous optimization and trip negotiation engine.
- Incremental per-vehicle-fee is for adding more licenses beyond the 28 vehicles used in peak service during any specific monthly billing period.
- SMS notifications included in licensing fees.
- Third-party payment processors (e.g., credit card related, including charge backs) are passed through directly to the customer.
- Booking application licenses for riders and dispatchers do not have a limit.
- Three (3) Zendesk (Customer Service Software) licenses included in the price for support staff use.
- Three (3) Performance dashboard licenses included in the price for executive use.
- Three (3) Rides Profile Manager (RPM) licenses included in the price for eligibility managers' use.

Value-Added Software Options

Option: Productivity Booster Features	<ul style="list-style-type: none"> • Driver behavior alerts dashboard to optimize driver performance. • Breaks with dynamic location assignments to reduce deadheading and enhance operator satisfaction; EV charging breaks & locations are dynamically scheduled. • Driver shifts & runcut optimization to match scheduled vehicle supply to trip demand based on time of day and day of week. • Frequency variation to increase pooling efficiency and productivity for low-density zones or sub-zone within a larger zone.
	\$ 100 /vehicle/month
	Optional advanced productivity booster features unique to RideCo's product offering
Option: Eligibility Management Portal	Manages and tracks eligibility management; customizable workflow offering digital and paper-based applications, internal/external access control, file storage integration, and record-level change monitoring
	\$ 5,000/year
	Annual fee subject to number of paratransit users, eligibility staff & document volume
Option: IVR	\$0.02/minute
	Pricing will be determined based on volume of call-out as well as in-bound booking requests.
Option: VoIP + Panic button	\$ 4,440/year
	Allows dispatch to driver communication.

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Other terms:

- The pricing and terms stated in this proposal are valid for 90 days from the proposal transmittal date.
- Professional services and on-site support (that are outside the scope of the services specified in this agreement) offered at a rate of \$120/hour in addition to pre-approved travel costs.
- All prices are in U.S. dollars and exclude taxes if applicable.

Summary of Fees (incorporates all the above items)

Implementation	\$ 34,000	One-time fee as specified above
Software License & Support	\$ 72,000	12 months of fees as specified above
Year 1 Cost	\$ 106,000	
Year 2 Cost	\$ 72,000	
Year 3 Cost	\$ 72,000	
Year 4 Cost	\$ 72,000	
Year 5 Cost	\$ 72,000	
Option Year 6 Cost	\$ 72,000	
Option Year 7 Cost	\$ 72,000	
Total 7 Years Cost	\$ 538,000	Total project cost based on statement of work

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SCHEDULE "B" SERVICE LEVEL AGREEMENT

1. APPROVED EQUIPMENT / THIRD PARTY SOFTWARE

Driver Mobile App Requirements:

- Android Device running the most recent Android OS major version release of and one previous major version release with Google Play Services
- GPS Enabled Phone
- High speed (4G recommended) data plan with a minimum of 2GB/month
- Minimum screen resolution 800x480
- Minimum recommended CPU: Mid-to-High range performance CPU based on ARMv8-A 64-bit Architecture
- 2GB RAM
- 1GB internal storage

Passenger Mobile App Requirements:

- iPhone running the most recent iOS major version release and two previous major version releases, or Android device running the most recent Android OS major version release of and two previous major version releases with Google Play Services
- Minimum screen resolution 800x480
- Minimum recommended CPU: dual-core 1.5GHz
- 1GB RAM
- 200MB internal storage

Browser requirements for operations dashboards:

- Google Chrome (the most recent major version release and one previous major version release)
- Firefox (the most recent major version release and one previous major version release)
- Safari (the most recent major version release and one previous major version release)

2. MAINTENANCE AND SUPPORT SERVICES

2.1 Maintenance Services: RideCo shall provide the following maintenance services to Customer:

- (a) Supply or deploy corrections to the Software as required to correct errors, defects, malfunctions, and deficiencies, if any, in the Software; and
- (b) Supply or deploy improvements, extensions, upgrades, enhancements and other changes to the Software developed from time to time by RideCo.

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2.2 Support Services: In response to a support request from Customer, RideCo shall provide the following support services to Customer as per the priority levels, response times and procedures specified in Schedule "B" to be provided remotely:

- (a) Clarification of software functionality
- (b) Adjustments to software configuration; and
- (c) Advice on the use and results of the Service Offerings;

2.3 Services Outside Scope of Maintenance and Support: The Maintenance and Support Services to be provided under this Agreement do not include:

- (a) Correction of errors or defects caused by operation of the Software in a manner other than specified in the Software documentation;
- (b) Rectification of errors caused by incorrect use of the Software;
- (c) Correction of errors caused in whole or in part by the use of computer programs other than the Software unless the use of such programs has been approved by RideCo in writing; or
- (d) Diagnosis or rectification of faults not associated with the Software.

2.4 Access: The Customer shall:

- (a) provide RideCo's support personnel reasonable or necessary access to the Customer accounts relating to the Distributed Software, as may be applicable, at mutually agreed upon times, and for the purposes of providing the Maintenance and Support Services;
- (b) Provide RideCo with a duly qualified and trained representative of the Customer, and with all relevant information and assistance required by RideCo to enable RideCo to provide the Maintenance and Support Services.

2.5 Professional Services: Customer may request at any time and from time to time that RideCo provide to Customer any other professional services or Software modifications which are within the scope of its business and which are not provided for herein and which are not covered by the Subscription and Services Fee. RideCo shall evaluate such requests and may provide the Customer an estimate of the cost of such professional services. In no event shall RideCo be obligated to provide professional services not agreed in writing with Customer.

2.6 Availability:

- (a) RideCo shall make the Service Offerings Available, as measured over the course of each calendar month during the term and any additional periods during which RideCo does or is required to provide Service Offerings (each such calendar month, a "Service Period"), at least 99.9% of the time (the "Availability Requirement"). "Available" means the Service Offerings are available and operable for access and use by the majority of end users of the Customer over the Internet in conformity with the specifications and documentation therefor. "Availability" has a correlative meaning. The Service Offerings are not considered Available in the event of any of the following:

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- (i) an issue affecting entire system or single critical production function for at least the majority of end users of the Customer;
- (ii) System down or operating in materially degraded state for at least 50.1% of end users of the Customer.

3. PRIORITY LEVELS, RESPONSE TIMES, EXCEPTIONS AND PROCEDURES

3.1. Resources and Forms of Support

Support Portal	Utilized for medium or low priority items
Emergency hotline	Used for critical / high priority items Customer specific emergency telephone number

3.2. Support Response Time

Priority	Response Time	Update Frequency	Resolution Time
High Business critical problems that affect the availability or access of or to the Service Offering for most users	1 hour Support ticket updated/created	Every 2 hours or as mutually determined	Within 24 hours Resolution times may be longer depending on the nature and complexity of the problem.
Medium Not critical but important problems that materially interrupt or restrict the normal production running of the Software (affecting a minority of users)	12 hours Support ticket updated/created	Every working day or as mutually determined	Within five (5) business days
Low Not business critical or important. Issues that do not materially impact the normal production running of the Software	24 hours Support ticket updated/created	Every week or as mutually determined	Ten (10) business days RideCo shall notify Customer of the analysis of the problem, the intended fix and the release in which it will be delivered. Where feasible, RideCo shall provide a temporary workaround to Customer.

- 3.3. Third Party Content:** The RideCo platform includes certain Third Party solutions. In the event that elements of the RideCo platform fails due to such Third Party solutions (e.g. Amazon AWS, Google maps), RideCo shall use all reasonable endeavors to outline the nature of the fault and seek the quickest possible resolution. RideCo shall oversee and coordinate all dealings with any third parties with respect to resolving any issue caused by such third party's solution.

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- 3.4. Exceptions:** No period of Hosted Service degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following ("Exceptions"):
- (a) Client's or any of its Authorized Users' misuse of the Hosted Services;
 - (b) failures of Client's or its Authorized Users' internet connectivity;
 - (c) internet or other network traffic problems or connectivity of cellular networks other than problems arising in or from networks actually or required to be provided or controlled by Supplier;
 - (d) Client's or any of its Authorized Users' failure to meet any minimum hardware or software requirements set forth in the Specifications; or
 - (e) Scheduled Downtime; or
 - (f) Downtime is caused by third party hardware or third party software, except to the extent Supplier exerts control over such third party hardware or third party software.

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SCHEDULE "C" DATA PROTECTION UNDERTAKING

1. **Definitions.** Capitalized terms used herein shall have the meanings set forth in this Section 1. Terms that are capitalized but not otherwise defined in this Schedule shall have the meaning set forth in the RideCo Subscription and Services Agreement ("**Agreement**")

"**Personal Data**" means data, whether true or not, about an individual who can be identified —

- (a) from that data; or
- (b) from that data and other information to which the organization has or is likely to have access;

"**Security Incident**" means —

- (a) any act or omission that compromises the security, confidentiality, or integrity of Operational Data as it relates to Customer or the physical, technical, administrative, or organizational safeguards put in place by RideCo, or by Customer should RideCo have access to Customer's systems, that relate to the protection of the security, confidentiality, or integrity of Operational Data, or
- (b) receipt of a complaint in relation to the privacy and data security practices of RideCo, or a breach or alleged breach of this Schedule relating to such privacy and data security practices. Without limiting the foregoing, the loss of or unauthorized access, disclosure, or acquisition of Operational Data, or an incident that prevents or limits users or Customer from accessing a system or any Operational Data (through the use of malware, ransomware, or otherwise) is a Security Incident.

RideCo agrees that the following terms shall apply where RideCo accesses, handles or uses any Operational Data under the Agreement, including in the course of and/or in connection with exercising its rights or carrying out its obligations under the Agreement:

- a. **Standard of Care.** Except as provided in the Agreement, RideCo shall not sell, rent, transfer, distribute, or otherwise disclose Operational Data for RideCo's own purposes or for the benefit of anyone other than Customer, in each case, without prior written consent. RideCo shall comply with any reasonable written instructions the Customer gives RideCo in advance relating to compliance with any laws, regulations, court orders, or self-regulatory programs applicable to the collection, use, disclosure, treatment, protection, storage and return of Operational Data.
- b. **Information Security.** RideCo shall maintain reasonable and appropriate policies and procedures to protect the security, privacy, integrity, and confidentiality of Operational Data, including a written information security program that is reviewed at least annually.
 - i. RideCo shall implement administrative, physical, and technical safeguards to protect Operational Data from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage that are no less rigorous than accepted industry practices including the National Institute of Standards and Technology (NIST) Cybersecurity Framework, and the Payment Card Industry Data Security Standard), and shall ensure that all such safeguards, including the manner in which Operational Data is Processed, comply with

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applicable data protection and privacy laws, as well as the terms and conditions of this Schedule.

- ii. At a minimum, RideCo's safeguards for the protection of Operational Data shall include: (i) limiting access of Operational Data to authorized users; (ii) securing business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, application, database, and platform security; (iv) securing information transmission, storage, and disposal; (v) implementing authentication and access controls within media, applications, operating systems, and equipment; (vi) encrypting Operational Data stored on any media; (vii) encrypting Operational Data transmitted over public or wireless networks; (viii) logically segregating Operational Data from information of RideCo or its other customers so that Operational Data is not commingled with any other types of information; (ix) conducting risk assessments, penetration testing, and vulnerability scans and implementing, at RideCo's sole cost and expense, a corrective action plan to correct any material issues that are reported as a result of the testing; (x) implementing appropriate personnel security and integrity procedures and practices; and (xi) providing appropriate privacy and information security training to RideCo's employees.
- c. PCI-DSS.
- i. If, in the course of its engagement by Customer, RideCo has access to or will collect, handle, access, use, store, process, transmit, dispose of or disclose credit, debit or other payment cardholder information (as such term is defined by the PCI-DSS, "**Cardholder Data**"), RideCo: (i) acknowledges that RideCo is responsible for the security of Cardholder Data that RideCo collects, handles, accesses, uses, stores, processes, transmits, disposes of, discloses, or otherwise possesses, for or on behalf of Customer or to the extent that RideCo could impact the security of Customer's Cardholder Data environment; and (ii) shall comply and remain in compliance with all rules, regulations, standards, and security requirements of the payment brands, including, without limitation, the PCI-DSS, in each case, as such may be amended, modified, supplemented, or replaced from time to time ("**PCI Security Requirements**") including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI-DSS at RideCo's sole cost and expense.
 - ii. RideCo shall, not less than once per year, at RideCo's sole cost and expense undergo a PCI-DSS assessment in the form and manner as required by the PCI-DSS and the payment brands (a "**Security Assessment**"), on all of RideCo's systems and System Components (as defined in the PCI DSS) used by RideCo to perform the services
- d. Security Incident. If RideCo discovers a Security Incident, or if there has been any unauthorized or accidental disclosure, corruption, or damage of Operational Data, RideCo must inform the Customer without undue delay and no later than 72 hours after RideCo becomes aware of such Security Incident RideCo. Following a Security Incident, the parties will coordinate with each other to investigate the matter. RideCo will reasonable cooperate with Customer in Customer's handling of the matter, including: (i) assisting with any investigation; (ii) providing Customer with physical access to any facilities and operations affects; (iii) facilitating interviews with RideCo's employees, former employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting, and other materials required to comply with all privacy and data

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protection requirements or as otherwise reasonably required by the Customer. RideCo shall not inform any third party of any Security Incident involving Customer without first obtaining Customer's prior written consent, except when law or regulation requires it.

- i. RideCo agrees that Customer has the sole right to determine: (i) whether to provide notice of a Security Incident to any affected individuals, regulators, law enforcement, agencies, or others, as required by law or regulation or in the Customer's discretion, including the contents and delivery method of the notice; and (ii) whether to offer any type of remedy to individuals affected by the Security Incident, including the nature and extent of such remedy..
 - ii. RideCo shall notify the Customer promptly in the event of any claim or complaint from any individual to whom the Operational Data relates and/or where there has been an event of non-compliance with any data privacy laws by RideCo, whether discovered by RideCo or forming the subject of an investigation and/or action by the relevant authorities.
 - iii. RideCo shall notify the Customer promptly in the event that RideCo is required by law, court order, warrant, subpoena, or other legal or judicial process to disclose any Operational Data to any person, unless prohibited by law.
- e. **Oversight of Security Compliance.** At least once per year, RideCo shall conduct audits of the information technology and information security controls for all facilities used in complying with its obligations under this Schedule, including, but not limited to, obtaining a network-level vulnerability assessment performed by a recognized third-party audit firm based on recognized industry best practices.
- i. Upon Customer's written request, to confirm compliance with this Schedule, as well as any applicable laws and industry standards, RideCo shall promptly and accurately complete a written information security questionnaire provided by Customer, or a third party on Customer's behalf, regarding RideCo's business practices and information technology environment in relation to all Operational Data being handled and/or services being provided by RideCo to Customer pursuant to this Schedule. RideCo shall fully cooperate with such inquiries.
 - ii. At no charge to Customer, RideCo shall, at least once each calendar year at no greater than a twelve month interval from the previous audit (such interval, the "Audit Period"), carry out an audit, report, attestation, and opinion that evaluates the security controls over RideCo's sites, facilities, systems (including infrastructure, software, people, procedures, and data), and system components through or from which the Services are provided, including those of all of RideCo's authorized users, subcontractors and subservice organizations, (collectively, "RideCo Systems") throughout the entirety of the Audit Period. Without limiting the foregoing, RideCo shall document any changes made to RideCo Systems relating to the Audit, including RideCo changes in the Subcontractors or subservice organizations used by RideCo, as well as assessments and attestations from RideCo, its subcontractors and any subservice organizations with respect to the effectiveness of the controls prior to and after the implementation of any such change.
 - iii. **Audit Findings.** If RideCo at any time discovers a material or significant weakness or deficiency in RideCo's controls that could reasonably be expected to cause data loss or

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unauthorized access or disclosure of Operational Data (any of the foregoing, a "Deficiency"), then in each case RideCo's officer in charge of information technology security (or, if mutually-agreed, his delegated representative), shall notify Customer and meet with Customer upon Customer's request to discuss with Customer the nature and extent of the Deficiency, and RideCo shall (a) promptly develop a remediation plan with respect to each Deficiency (which shall include deadlines for the completion of the tasks/activities under such remediation plan and such deadlines shall be negotiated with Customer), (b) diligently implement the remediation plan and shall use commercially reasonable efforts to remediate any Deficiencies, and (c) promptly report to Customer on the status of remediation efforts as requested by Customer.

- f. Consents. If under the Agreement, RideCo has to collect any Operational Data from the Customer's employees or any other individuals directly, RideCo must notify the individuals about the purpose of RideCo's collection and must obtain their consent before RideCo does so, and RideCo must follow any reasonable instructions which the Customer may give RideCo in this regard, and must comply with all applicable laws for such collection of Operational Data.
- g. Third Party Disclosure. RideCo must not disclose any Operational Data to any other unrelated persons/entities or transfer any Operational Data outside of the USA or Canada without the Customer's permission in writing.
- h. Return or Destruction of Operational Data. RideCo shall promptly return to the Customer or destroy any Operational Data received in error. RideCo must destroy Operational Data as soon as practicable if required by the Customer. At the end of the Agreement, RideCo must notify the Customer if RideCo or other recipients (if disclosure of Operational Data to such other recipients has been permitted by the Customer in writing) have any Operational Data collected/received as part of the Agreement and follow the Customer's instructions on returning or destroying the Operational Data, whether in written, electronic, or other form or media. Following such destruction, the Customer may require RideCo to certify that RideCo (and such recipients) no longer have Operational Data. If RideCo wants to retain any Operational Data beyond the end of the Agreement, RideCo will be required to inform the Customer of RideCo's reasons and seek the Customer's written consent on the same. RideCo shall comply with all reasonable directions provided by Customer with respect to the return or disposal of Operational Data.

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SCHEDULE "D" INSURANCE

A. **Insurance Coverages.** RideCo shall provide and maintain insurance, acceptable to the Agency, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by RideCo, its agents, representatives or employees. RideCo shall procure and maintain the following scope and limits of insurance:

Commercial General Liability (CGL): Insurance written on an occurrence basis to protect RideCo and Agency against liability or claims of liability which may arise out of this Agreement in the amount of two million dollars (\$2,000,000) per occurrence and subject to an annual aggregate of four million dollars (\$4,000,000). Coverage shall be at least as broad as Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001). All defense costs shall be outside the limits of the policy.

Vehicle Liability Insurance: Vehicle liability insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same minimum for each person, in an amount not less than one million dollars (\$1,000,000) for each accident, and property damage insurance in an amount of not less than one million dollars (\$1,000,000). A combined single limit policy with aggregate limits in an amount of not less than \$2,000,000 shall be considered equivalent to the said required minimum limits. Coverage shall be at least as broad as Insurance Services Office form number CA 0001 covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the approval of the Agency.

Workers' Compensation Insurance: Workers' Compensation insurance with a minimum of one million dollars (\$2,000,000) of employers' liability coverage. RideCo shall provide an endorsement that the insurer waives the right of subrogation against the Agency and its respective elected officials, officers, employees, agents and representatives. In the event a claim is filed against Agency by a bona fide employee of RideCo participating under this Agreement, RideCo is to defend and indemnify the Agency from such claim.

Professional Liability Insurance: Professional liability insurance appropriate to the RideCo's profession in an amount not less than one million dollars \$1,000,000 per occurrence. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The insurance must be maintained for at least three (3) consecutive years following the completion of RideCo's services or the termination of this Agreement. During this additional three (3) year period, RideCo shall annually and upon request of the Agency submit written evidence of this continuous coverage.

B. **Other Provisions.** Insurance policies required by this Agreement shall contain the following provisions:

1. **All Coverages.**

a. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this

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Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to Agency.

b. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

2. Commercial General Liability

2. Commercial General Liability and Automobile Liability Coverages.

a. Agency, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities RideCo performs; products and completed operations of RideCo; premises owned, occupied or used by RideCo; or automobiles owned, leased, hired or borrowed by RideCo. The coverage shall contain no special limitations on the scope of protection afforded to Agency, and their respective elected and appointed officers, officials, or employees.

b. RideCo's insurance coverage shall be primary insurance with respect to Agency, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Agency, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, RideCo's insurance.

c. RideCo's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to Agency, and its respective elected and appointed officers, officials, employees or volunteers.

e. The insurer waives all rights of subrogation against the Agency, its elected or appointed officers, officials, employees or agents.

3. Workers' Compensation Coverage. Unless the Agency Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against Agency, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by RideCo.

C. Other Requirements. RideCo agrees to deposit with Agency, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy Agency that the insurance provisions of this contract have been complied with. The Agency may require that RideCo furnish Agency with copies of original endorsements effecting coverage required by this Exhibit "B". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Agency reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. RideCo shall furnish certificates and endorsements from each subcontractor identical to those RideCo provides.

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2. Any deductibles or self-insured retentions must be declared to and approved by Agency. At the option of Agency, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Agency or its respective elected or appointed officers, officials, employees and volunteers, or the RideCo shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit RideCo's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

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SCHEDULE "E" FEDERAL PROVISIONS

1. Incorporation of FTA Terms - The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Service Provider shall not perform any act, fail to perform any act, or refuse to comply with any Agency requests which would cause Agency to be in violation of the FTA terms and conditions.
2. Access to Records. The following access to records requirements apply to this Agreement:
 - a. Where the Agency is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Service Provider agrees to provide the Agency, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Service Provider which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Service Provider also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Service Provider access to Service Provider's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
 - b. The Service Provider agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. The Service Provider agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Service Provider agrees to maintain same until the Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
3. Civil Rights.
 - a. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Service Provider agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Service Provider agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
 - b. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the Agreement:

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- i. **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Service Provider agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Service Provider agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Service Provider agrees to comply with any implementing requirements FTA may issue.
 - ii. **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Service Provider agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Service Provider agrees to comply with any implementing requirements FTA may issue.
 - iii. **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Service Provider agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Service Provider agrees to comply with any implementing requirements FTA may issue.
 - c. The Service Provider also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
4. Disadvantaged Business Enterprises.
- a. This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The Agency's overall goal for DBE participation is 2.3%. A separate goal has not been established for this procurement.
 - b. The Service Provider shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Service Provider shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Service Provider to carry out these requirements

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is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Agency deems appropriate. Each subcontract the Service Provider signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

- c. Service Provider will be required to report its DBE participation obtained through race-neutral means throughout the period of performance of this Agreement.
 - d. Service Provider is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Service Provider's receipt of payment for that work from the Agency. In addition, the Service Provider is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Agency and Service Provider's receipt of the partial retainage payment related to the subcontractor's work.
 - e. The Service Provider must promptly notify Agency whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Service Provider may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Agency.
5. Energy Conservation - The Service Provider agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
 6. Federal Changes - Service Provider shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Agency and FTA, as they may be amended or promulgated from time to time during the term of this contract. Service Provider's failure to so comply shall constitute a material breach of this Agreement.
 7. No Obligation By The Federal Government
 - a. The Agency and Service Provider acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Agency, Service Provider, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the Agreement.
 - b. The Service Provider agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
 8. Program Fraud and False or Fraudulent Statements or Related Acts
 - a. The Service Provider acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the Agreement, the Service Provider certifies or affirms the truthfulness and accuracy of any statement it has made, it makes,

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it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the Services are being performed. In addition to other penalties that may be applicable, the Service Provider further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Service Provider to the extent the Federal Government deems appropriate.

- b. The Service Provider also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Service Provider, to the extent the Federal Government deems appropriate.
- c. The Service Provider agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

9. Patent and Rights in Data

a. *Rights in Data*

- i. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
- ii. The following restrictions apply to all subject data first produced in the performance of the Agreement:
 1. Except for its own internal use, the Agency or Service Provider may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Agency or Service Provider authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
 2. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal

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Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

- a. Any subject data developed under this Agreement, whether or not a copyright has been obtained; and
 - b. Any rights of copyright purchased by the Agency or Service Provider using Federal assistance in whole or in part provided by FTA.
3. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Agency and the Service Provider performing experimental, developmental, or research work required by the Agreement agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Agreement, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the Agreement, is not completed for any reason whatsoever, all data developed under the Agreement shall become subject data as defined in subsection (i) of this clause and shall be delivered as the Federal Government may direct. This subsection (iii), however, does not apply to adaptations of automatic data processing equipment or programs for the Agency or Service Provider's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.
4. Unless prohibited by state law, upon request by the Federal Government, the Agency and the Service Provider agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Agency or Service Provider of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Agency nor the Service Provider shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
5. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
6. Data developed by the Agency or Service Provider and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the

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Agreement is exempt from the requirements of subsections (2), (3), and (4) of this clause, provided that the Agency or Service Provider identifies that data in writing at the time of delivery of the contract work.

7. Unless FTA determines otherwise, the Service Provider agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
 - iii. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Service Provider's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Agency and the Service Provider agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
 - iv. The Service Provider also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- b. *Patent Rights*
- i. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Agency and Service Provider agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
 - ii. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Service Provider's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Agency and the Service Provider agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
 - iii. The Service Provider also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

10. Suspension and Debarment

- a. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Service Provider is required to verify that none of the Service Provider, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

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- b. The Service Provider is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
 - c. By signing this Agreement, the Service Provider certifies as follows: The certification in this clause is a material representation of fact relied upon by Agency. If it is later determined that the Service Provider knowingly rendered an erroneous certification, in addition to remedies available to Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Service Provider agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the term of this Agreement. The Service Provider further agrees to include a provision requiring such compliance in its lower tier covered transactions.
11. Clean Air - The Service Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Service Provider agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Service Provider also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
12. Clean Water - The Service Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Service Provider agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Service Provider also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
13. Lobbying - Service Provider shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.
14. ADA Compliance - The Contractor will be required to meet all requirements of the Americans with Disabilities Act of 1990 (ADA) and any and all regulations and rules adopted pursuant thereto in performing its Agreement with Agency necessary to assure the project is in complete compliance with ADA.