

FIRST TRANSIT Inc.
Standard Agreement for the
Purchase of Goods

This Standard Agreement for the Purchase of Goods (“Agreement”) is between **FIRST TRANSIT INC.** and **[INSERT SUPPLIER NAME]** (“SUPPLIER”) and sets forth the terms and conditions under which SUPPLIER will sell to FIRST TRANSIT INC., and FIRST TRANSIT INC. will purchase from SUPPLIER, the Goods.

1. DEFINITIONS

1.1 “Affiliate” as to SUPPLIER or FIRST TRANSIT INC., shall mean any corporation, partnership, limited liability company, or other domestic or foreign entity (a) of which a controlling interest is owned directly or indirectly by a Party, or (b) controlled by, or under common control with, a Party.

1.2 “Days” or “days” means calendar days unless otherwise specified.

1.3 “Goods” means any of the products set forth in Exhibit 1, attached hereto and made a part hereof. FIRST TRANSIT INC. may require the addition or removal of Goods to and/or from Exhibit 1 upon written notice to SUPPLIER specifying the Goods to be added or removed, as applicable.

1.4 “Intellectual Property Rights” or “Intellectual Property” means all rights in patents, copyrights, moral rights, trade secrets, mask works, trademarks, service marks and other intellectual property rights.

1.5 “Parties” or “Party” shall mean FIRST TRANSIT INC. and SUPPLIER in the plural and FIRST TRANSIT INC. or SUPPLIER, as the case may be, in the singular.

1.6 “Personnel” means workers employed or contracted by SUPPLIER or its subcontractors for the provision of the Goods to FIRST TRANSIT INC. hereunder.

2. SCOPE OF AGREEMENT

2.1 Acceptance; Conflict with Purchasing Requests or Other Documents. SUPPLIER has read and understands this Agreement. SUPPLIER’s signature hereon or commencement of any work or services hereunder shall constitute SUPPLIER’s acceptance of, and agreement to sell the Goods to FIRST TRANSIT INC. on and subject to, these terms and conditions only. The terms and conditions of this Agreement shall govern any and all FIRST TRANSIT INC. purchasing requests and shall supersede any additional or contrary terms set forth in any such purchasing request or any SUPPLIER acceptance, confirmation, invoice or other similar document.

2.2 FIRST TRANSIT INC. Affiliate Purchases. Any Affiliate of FIRST TRANSIT INC. may purchase GOODS directly from SUPPLIER under this Agreement through the issuance of a purchasing request to SUPPLIER. Upon SUPPLIER’s acceptance of such purchasing request, the terms of this Agreement will apply between such FIRST TRANSIT INC. Affiliate and SUPPLIER and references in this Agreement to “FIRST TRANSIT INC.” shall mean the FIRST TRANSIT INC. Affiliate that issued the purchasing request.

2.3 FIRST TRANSIT INC. Affiliate Liability. Only the FIRST TRANSIT INC. Affiliate that issues a purchasing request hereunder incurs any obligation or liability to SUPPLIER with respect to the particular purchasing request and such FIRST TRANSIT INC. Affiliate is solely responsible for all claims arising out of its own performance.

2.4 FIRST TRANSIT INC. Management or Contract Customers. Anything in this Agreement to contrary notwithstanding, any third party for which FIRST TRANSIT INC. or an FIRST TRANSIT INC. Affiliate is providing management and/or contract support services under an existing, bona fide agreement for such services (each, an “FIRST TRANSIT INC. Customer”) may place a purchasing request under this Agreement directly with SUPPLIER for the purchase of the Goods. FIRST TRANSIT INC. or its Affiliates may from time-to-time place purchasing requests for Goods for and on behalf of a FIRST TRANSIT INC. Customer. In such event, FIRST TRANSIT INC. shall be deemed to do so as an agent of the FIRST TRANSIT INC. Customer, and the FIRST TRANSIT INC. Customer for which FIRST

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TRANSIT INC. so acts as agent (and not FIRST TRANSIT INC.) shall be solely responsible for all claims arising out of its own performance under such purchasing request. Each FIRST TRANSIT INC. Customer hereby acknowledges that it will fully comply with and be bound by the terms and conditions of this Agreement with respect to any purchasing request issued by, or on behalf of, the FIRST TRANSIT INC. Customer. In no event shall FIRST TRANSIT INC. or its Affiliates be deemed to be a guarantor of, or otherwise be responsible for, any performance or payment obligation of an FIRST TRANSIT INC. Customer under any purchasing request issued by an FIRST TRANSIT INC. Customer or by FIRST TRANSIT INC. or its Affiliates for and on behalf of an FIRST TRANSIT INC. Customer. SUPPLIER may independently qualify FIRST TRANSIT INC. Customers for the volume of business and credit terms extended.

2.5 Internal Use Only. All Goods purchased by FIRST TRANSIT INC. or a FIRST TRANSIT INC. Customer hereunder shall be for internal use only and not for resale or as stock in trade.

2.6 Corporate Social Responsibility (“CSR”); SUPPLIER Code of Conduct. It is FIRST TRANSIT INC.’s expectation that SUPPLIER will observe and comply with the requirements of the CSR and SUPPLIER Code of Conduct set forth in Exhibit 4, attached hereto and made a part hereof. FIRST TRANSIT INC. will monitor and periodically audit SUPPLIER’s CSR compliance, and SUPPLIER agrees to document, and upon request make available to FIRST TRANSIT INC., its compliance efforts and results to evidence SUPPLIER’s commitment to comply with such requirements.

2.7 Utilization of Disadvantaged Business Enterprises (DBE) & Small Business Enterprises (SBE). It is the policy of FIRST TRANSIT INC. that disadvantaged and small businesses, as defined in applicable federal and state regulations, will have the maximum practicable opportunity to participate in the awarding of FIRST TRANSIT INC. contracts and related subcontracts. SUPPLIER agrees to employ good-faith efforts to carry out this policy through award of subcontracts to small or disadvantaged business enterprises to the fullest extent consistent with the efficient performance of this Agreement. SUPPLIER shall maintain records showing: (a) subcontract awards, specifically to DBEs and SBEs; (b) specific efforts to identify and award such subcontracts to DBEs and SBEs; and (c) copies of executed subcontracts to establish (i) actual DBE and SBE participation, (ii) percent of total purchases and (iii) total amounts paid to DBEs and SBEs. SUPPLIER agrees to submit periodic reports of subcontract and/or SUPPLIER awards to DBEs and SBEs in such form and manner, and at such times, as FIRST TRANSIT INC. shall prescribe and will provide FIRST TRANSIT INC. reasonable access to SUPPLIER’s books, records and accounts for the purpose of verifying DBE and SBE participation and the good-faith efforts to carry out this DBE and SBE policy.

3. TERM OF AGREEMENT

The term of this Agreement will commence on the date of the last signature hereto (the “Effective Date”) and will continue thereafter for a period of twenty-four (24) months unless earlier terminated in accordance the provisions hereof or extended by mutual written agreement of the Parties (the “Term”).

4. NO MINIMUM COMMITMENT; NON-EXCLUSIVITY; ORDERING

4.1 No Minimum Commitment. This Agreement does not obligate FIRST TRANSIT INC. to purchase a minimum volume or specific amount of Goods or forecast the monthly or quarterly quantities required to support its operations.

4.2 Non-Exclusivity. Anything in this Agreement to the contrary notwithstanding, FIRST TRANSIT INC. may manufacture or buy goods from third parties that are identical or similar to the Goods.

4.3 Ordering. Requests for the purchase of Goods hereunder shall be made by one of the following methods:

- a. Letter: A written purchasing request faxed or mailed to SUPPLIER. Such written purchasing request will include delivery location, full name and phone number of authorizing FIRST

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TRANSIT INC. employee, item name, description and part number, quantities, and delivery due date.

- b. Electronic Communication: A written purchasing request transmitted via electronic communication links between the Parties (including email, facsimile or EDI). All such purchasing requests must include delivery location, full name and phone number of authorizing FIRST TRANSIT INC. employee, item name, description and part number, quantities, and delivery due date.
- c. SUPPLIER Website: An electronic purchasing request submitted by an authorized FIRST TRANSIT INC. employee to SUPPLIER's pre-approved website.

4.4 Written Purchasing Request Requirement. Verbal purchasing requests (including phone calls) are invalid. SUPPLIER will not commence manufacture or delivery of any Goods for FIRST TRANSIT INC. or incur any related expenses unless and until it receives a written purchasing request from FIRST TRANSIT INC. expressly ordering the Goods and authorizing delivery in accordance with Section 4.3 above. SUPPLIER expressly and irrevocably waives the right to recover any fees, costs, losses, expenses or damages from FIRST TRANSIT INC. in connection with any Goods manufactured or delivered prior to SUPPLIER's receipt of a FIRST TRANSIT INC. written purchasing request meeting the requirements hereof.

4.5 Proof of Written Purchasing Request. SUPPLIER's failure to provide FIRST TRANSIT INC. proof of a written purchasing request may result in non-payment of invoices or a demand for refund of prior payments. Once FIRST TRANSIT INC. fully implements its purchasing system, SUPPLIER will be notified that all purchasing commitments require a valid purchase order number. SUPPLIER will comply with such change and thereafter shall not accept any purchasing request from FIRST TRANSIT INC. without a valid purchase order number.

5. DELIVERY & SHIPPING

5.1 Delivery. Time is of the essence, and deliveries shall be made in quantities and at the time and place specified by FIRST TRANSIT INC.

5.2 Title and Risk of Loss. Unless otherwise agreed in writing by FIRST TRANSIT INC., title and risk of loss or damage shall pass to FIRST TRANSIT INC. upon SUPPLIER's delivery to FIRST TRANSIT INC.'s designated location.

5.3 Changes. FIRST TRANSIT INC. may cancel, change or suspend delivery schedules upon notice to SUPPLIER. If Goods are received in advance of schedule, FIRST TRANSIT INC. may return such Goods at SUPPLIER's risk and expense. If deliveries will not be made as scheduled, SUPPLIER shall immediately give FIRST TRANSIT INC. written notice setting forth the cause and duration of the anticipated delay, granting FIRST TRANSIT INC. pro rata allocation of any items in short supply.

5.4 Partial Shipments. FIRST TRANSIT INC. reserves the right in its sole discretion to reject partial shipments. No charges for unauthorized transportation will be paid by FIRST TRANSIT INC.

5.5 Packing and Marking. SUPPLIER shall: (a) properly pack, mark and ship all Goods in accordance with the requirements of FIRST TRANSIT INC., the involved carriers, and if applicable, the country of destination; (b) route shipments in accordance with FIRST TRANSIT INC.'s instructions; (c) not charge for handling, packaging, boxing, storage or transportation of Goods, unless otherwise stated as an item on a purchasing request; (d) mark each package with FIRST TRANSIT INC.'s purchasing request number, part number and address, and, when multiple packages comprise a single shipment, to consecutively number each package; and (e) show purchasing request numbers and package numbers on all packing slips, bills of lading and invoices.

5.6 Expedited Delivery. If SUPPLIER fails to deliver any Goods at the time and place set forth in the purchasing request, FIRST TRANSIT INC. shall have the right to require Supplier, at Supplier's expense, to use expedited delivery methods to complete and deliver the Goods.

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5.7 Location List. Upon SUPPLIER's written request, FIRST TRANSIT INC. will provide a current list of all FIRST TRANSIT INC. locations in the United States and Canada in Exhibit 3, attached hereto and made a part hereof. Location lists are subject to change without notice.

6. INSPECTION

6.1 Inspections not Required. FIRST TRANSIT INC. may, but shall not be required to, perform incoming inspections of the Goods. No failure to make a complaint at the time of any such inspection and no approval given during or after such inspection shall constitute a waiver by FIRST TRANSIT INC. of any rights or remedies in respect of the Goods and FIRST TRANSIT INC. reserves the right to reject the Goods or revoke acceptance in accordance with the terms hereof. After delivery of Goods and acceptance by FIRST TRANSIT INC., FIRST TRANSIT INC. shall have a reasonable time within which either to reject the Goods or revoke its acceptance. If FIRST TRANSIT INC. rejects or revokes its acceptance of Goods as nonconforming, the quantities under the applicable purchasing request will automatically be reduced unless FIRST TRANSIT INC. otherwise notifies SUPPLIER in writing. SUPPLIER will not replace quantities so reduced without a new purchasing request from FIRST TRANSIT INC.

6.2 Disposition of Nonconforming Goods. Nonconforming Goods will be held by FIRST TRANSIT INC. in accordance with SUPPLIER's instructions at SUPPLIER's risk. SUPPLIER's failure to provide written instructions within 10 days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle FIRST TRANSIT INC., at FIRST TRANSIT INC.'s option, to charge SUPPLIER for storage and handling or to dispose of the Goods without liability to SUPPLIER. Payment for nonconforming Goods shall not constitute an acceptance of them, limit or impair FIRST TRANSIT INC.'s right to assert any legal or equitable remedy or relieve SUPPLIER's responsibility for latent defects.

7. INTELLECTUAL PROPERTY

7.1 Intellectual Property Warranty. SUPPLIER represents and warrants to FIRST TRANSIT INC. that: (i) SUPPLIER owns, has obtained or is able to obtain, valid licenses for all Intellectual Property Rights that are necessary for the performance of its obligations under the Agreement; (ii) SUPPLIER owns, has obtained or is able to obtain, valid licenses for all intellectual property provided to FIRST TRANSIT INC. under this Agreement (the "Licensed Intellectual Property"); (iii) as of the Effective Date there are no pending or to the knowledge of SUPPLIER threatened disputes or claims against SUPPLIER alleging that the use of the Licensed Intellectual Property by SUPPLIER misappropriates or infringes the intellectual property rights of third parties; (iv) none of the rights licensed to FIRST TRANSIT INC. hereunder conflicts with any license or covenant not to sue granted by SUPPLIER to any third party; (v) all Licensed Intellectual Property is free of any and all restrictions, settlements, judgments or adverse claims; and (vi) there is no copyright, patent, or trade secret or other proprietary right of a third party that would be infringed or misappropriated by FIRST TRANSIT INC.'s use of the Licensed Intellectual Property and/or any other intellectual property provided under this Agreement.

7.2 Remedy for Breach. In the event of a breach of Section 7.1 (Intellectual Property Warranty), SUPPLIER shall be obligated to the requirements of Section 7.3 (Injunction Remedies) and Section 16 (Indemnification).

7.3 Injunction Remedies. If the use of any Licensed Intellectual Property is enjoined, SUPPLIER shall, at its sole expense and option: (i) procure for FIRST TRANSIT INC. the right to continue using the Licensed Intellectual Property; (ii) replace the Licensed Intellectual Property with a non-infringing version of equivalent function and performance; or (iii) modify the Licensed Intellectual Property to be non-infringing without detracting from function or performance. If one of the foregoing remedies are not reasonably available, SUPPLIER shall promptly refund to FIRST TRANSIT INC. all fees paid for the enjoined Licensed Intellectual Property, reimburse FIRST TRANSIT INC. for any costs incurred by FIRST TRANSIT INC. as a result of such injunction, in addition to any other available remedies.

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8. WARRANTIES

8.1 Goods Warranty. SUPPLIER warrants that the Goods:

- a. Will be merchantable, of first class quality and fit for their intended purpose;
- b. Will be free from defects in design, material and workmanship, including latent or patent defects;
- c. Will be delivered free from any security interest or other lien or encumbrance;
- d. Will conform to the drawings, specifications, descriptions or samples furnished or specified by FIRST TRANSIT INC. or provided by SUPPLIER;
- e. Will comply with all statutory requirements and regulations relating to the sale of the Goods; and
- f. Will comply with all Category Specific Requirements appearing in Exhibit 2, attached hereto and made a part hereof.

8.2 Remedy for Breach. In the event of a breach of Section 8.1, FIRST TRANSIT INC. may elect to exercise its rights under Section 14 (Termination) or allow SUPPLIER to remedy any non-conformance with such warranty within ten (10) days following notification from FIRST TRANSIT INC. If SUPPLIER is unable to remedy such non-conformance within thirty (30) days following the initial notification from FIRST TRANSIT INC., SUPPLIER shall promptly refund any monies paid for such defective or non-conforming Goods in addition to any other remedies available to FIRST TRANSIT INC.

8.3 Bidding Process. SUPPLIER further warrants that (i) all factual representations made to FIRST TRANSIT INC. regarding SUPPLIER's capabilities during the bidding process were true, correct and complete and fairly described its capabilities; and (ii) as at the Effective Date, all information communicated to FIRST TRANSIT INC. during the bidding process and/or contained in any SUPPLIER response to any FIRST TRANSIT INC. request for proposal remains true, accurate and not misleading, save as may have been specifically disclosed in writing to FIRST TRANSIT INC. prior to execution of this Agreement.

8.4 Pass-Thru of Manufacturer Warranties. In addition to the warranties set forth in Section 8.1, SUPPLIER agrees to pass through to FIRST TRANSIT INC. all manufacturer warranties covering the Goods and, in the event of any defects, to facilitate any warranty claims against manufacturers on behalf of FIRST TRANSIT INC.

8.5 Site Safety; Permits. SUPPLIER further warrants that its employees will obey all rules and regulations applicable to the locations at which it conducts activities pursuant to this Agreement, and that it will, at its expense, obtain all necessary permits and licenses that may be required in order to meet its obligations under this Agreement.

8.6 Capacity; Authority. SUPPLIER warrants that it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under this Agreement and that the Agreement is executed by a duly authorized representative of the SUPPLIER.

8.7 Absence of Litigation. SUPPLIER warrants that no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against SUPPLIER or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Agreement.

9. PRICING

9.1 Prices. All prices in Exhibit 1 are listed with FOB origin, inbound freight, landed costs and delivered pricing to the FIRST TRANSIT INC. locations and quoted in both US Dollars (\$USD) and Canadian Dollars (\$CAD). Prices are firm-fixed and shall not be increased by SUPPLIER during the Term; provided, however, if SUPPLIER's price for any Goods on the scheduled delivery date is lower than the price quoted in Exhibit 1, SUPPLIER shall sell the Goods to FIRST TRANSIT INC. at such lower price.

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9.2 Please refer to Exhibit 7 for more detail on US to CAD Conversion / and example.

9.3 Most Favored Nations. SUPPLIER warrants that the price for the Goods is at least as low as the lowest price at which SUPPLIER is currently selling the Goods in the same or similar quantity and value to its other non-government customers.

10. PAYMENT TERMS

10.1 FIRST TRANSIT INC. payment terms are net 60 days from receipt of invoice. SUPPLIER shall send all invoices to the address specified by FIRST TRANSIT INC. in writing. All invoices shall include the (i) Purchasing Request or Purchase Order number, as applicable; (ii) Ship to address; (iii) Location Name; and (iv) Location Number. Payment will not constitute acceptance of any Goods.

10.2 FIRST TRANSIT INC. reserves the right to require SUPPLIER to comply with FIRST TRANSIT INC.'s preferred payment methodologies. Discounted rates may be available based upon payment terms and other contractual criteria.

10.3 SUPPLIER further agrees that by submitting an invoice to FIRST TRANSIT INC., SUPPLIER acknowledges that the amount stated in the invoice is correct to the best of SUPPLIER's knowledge after reasonable investigation. When FIRST TRANSIT INC. pays the amount stated in the invoice, FIRST TRANSIT INC. will have fully satisfied its obligation to pay SUPPLIER for the Goods identified therein. Nothing in this Paragraph shall waive FIRST TRANSIT INC.'s right to object to an inaccurate invoice.

10.4 SUPPLIER agrees to invoice and accept payment for all Goods and Services in the local currency to where the Goods and Services are delivered:

- a. United States, Puerto Rico, and Mexico deliveries shall be invoiced and paid in U.S. dollars. The invoice should specifically state First Transit Inc. for all activities associated with deliveries and payments in U.S. dollars.
- b. Canada Deliveries shall be invoiced and paid in Canadian dollars. The invoice should specifically state First Transit Inc. for all activities associated with deliveries and payments in Canadian dollars.

11. PARTS CERTIFICATION

11.1 SUPPLIER will complete certification on all parts to be sold to any FIRST TRANSIT INC. location or entity, that those parts meet the technical standards as provided and included as exhibits to this contract. The standards may be updated as business conditions, regulations, laws and technologies dictate. FIRST TRANSIT INC. is required to make supplier aware of any changes to these specifications and provide updated copies of the standards. The applicable standards are included as Exhibit 6. The certification form will be completed for each category of parts and the list of certified parts will be included in Exhibit 1.

11.2 Any part numbers replaced (as referenced in Exhibit 6) must be certified by FIRST TRANSIT INC. in writing prior to the change being made. SUPPLIER must provide documentation that offered parts have been tested or validated to meet FIRST TRANSIT INC. specification requirements. A sample of the part will be provided, at no cost to FIRST TRANSIT INC., for goods offered and being certified to FIRST TRANSIT INC. to be used in testing.

12. DATA AVAILABILITY

SUPPLIER agrees to provide usage and invoice detail and additional parts and services information data in electronic format. SUPPLIER will provide reporting on a monthly basis.

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- a. Report all purchases made from any FIRST TRANSIT INC. location per the format in Exhibit 5, to be provided in .csv or .xls format.
- b. Report any parts that were superseded, or replaced, deleted for the part changed per the format in Exhibit 5.
- c. Parts purchased that were not included on the original contract as listed in Exhibit 1 in the format per Exhibit 1.
- d. Reports of any past due invoices to be provided monthly per the format and instructions provided in Exhibit 5.

13. ACCESS TO INFORMATION SYSTEMS

Access, if any, to FIRST TRANSIT INC.'s information systems is granted solely to provide the Goods and is limited to those specific FIRST TRANSIT INC. information systems, access locations, time periods and personnel as are separately agreed to by FIRST TRANSIT INC. and SUPPLIER from time to time. FIRST TRANSIT INC. may require SUPPLIER Personnel to sign individual agreements prior to access to FIRST TRANSIT INC.'s information systems. Access is subject to FIRST TRANSIT INC. business control and information protection policies, standards and guidelines as may be modified from time to time. SUPPLIER agrees to access information systems only from specific locations approved for access by FIRST TRANSIT INC.

14. TERMINATION

14.1 Termination for Convenience. FIRST TRANSIT INC. may terminate this Agreement or any purchasing request placed hereunder for convenience upon thirty (30) days prior written notice to SUPPLIER.

14.2 Termination for Cause. Either Party may terminate this Agreement on written notice if the other Party fails to comply with this Agreement after it has been notified in writing of the nature of the failure and been provided with a reasonable time to cure.

14.3 Termination for Bankruptcy. If either Party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, the other Party may terminate this Agreement without notice and may cancel any unfulfilled obligations.

14.4 Return of Materials. Upon termination of this Agreement, SUPPLIER shall promptly return to FIRST TRANSIT INC. all materials provided by FIRST TRANSIT INC. under this Agreement and all written Confidential Information provided by FIRST TRANSIT INC. to SUPPLIER.

15. TERMINATION ASSISTANCE

Upon the expiration or termination of this Agreement for any reason, SUPPLIER will provide to FIRST TRANSIT INC. during any applicable notice period and for a reasonable period of time after the expiration or termination of this Agreement (such period, the "Termination Assistance Period"), such termination assistance as may be reasonably requested by FIRST TRANSIT INC. to facilitate the orderly transition of SUPPLIER's responsibilities hereunder to FIRST TRANSIT INC. or its designee, including the timely and complete transfer of data as directed by FIRST TRANSIT INC. and full cooperation with the new supplier (the "Termination Assistance"). Termination Assistance shall be provided without charge to FIRST TRANSIT INC. During the Termination Assistance Period SUPPLIER shall perform at a minimum in conformance with the level of service and with at least the same degree of accuracy, quality, completeness, timeliness, responsiveness and efficiency as was provided to FIRST TRANSIT INC. prior to commencement of the Termination Assistance Period.

16. INDEMNIFICATION

SUPPLIER shall defend, indemnify, protect and hold harmless the FIRST TRANSIT INC. and its customers, directors, officers, employees (whether acting in the course of their employment or otherwise),

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agents, representatives, successors and assigns (each, an “Indemnified Party”) from and against any and all claims, losses, liens, demands, attorneys' fees, damages, liabilities, costs, expenses, obligations, causes of action, or lawsuits (collectively, “Claims”) arising out of or resulting from (i) Suppliers' or personnel negligence; (ii) any act or omission or wilful misconduct of SUPPLIER or its Personnel; (iii) the breach of this Agreement by SUPPLIER or any Personnel (iv) property loss, damage, personal injury or death, sustained by any Party, any Party's employees and/or by any Personnel, (v) any Claim that any Licensed Intellectual Property infringes or misappropriates any third party Intellectual Property Right; or (vi) Supplier's or its personnel violation or nonconformity to any of the data protection requirements contained in Section 18 of this Agreement, including any associated data privacy laws, rules or regulations. An Indemnified Party shall have the right to participate in the selection of counsel and SUPPLIER shall not enter into any settlement agreement that contains any admission of liability on the part of FIRST TRANSIT INC. and/or any other Indemnified Party.

17. INSURANCE, WAIVER OF SUBROGATION

17.1 At a minimum, during the Term of this Agreement SUPPLIER will maintain in full force and effect, at SUPPLIER's expense:

- i. Commercial General Liability Insurance with limits of \$10,000,000 combined single limit for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage and products and completed operations coverage;
- ii. Automobile Liability Insurance covering liability arising out of all owned, hired and non-owned autos with limits in the amount of \$10,000,000 combined single limit each occurrence;
- iii. Garagekeepers Legal Liability Insurance with a limit of liability in an amount not less than \$500,000.00 per occurrence;
- iv. All-Risk Property Liability Insurance with limits not less than the full replacement value of SUPPLIER's personal property and equipment situated at an FIRST TRANSIT INC. site in connection with this Agreement;
- v. Workers' Compensation insurance as required by any applicable law or regulation having jurisdiction over SUPPLIER's employees.
- vi. Employer's Liability Insurance in the amount of \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.
- vii. Umbrella or Excess Liability Insurance in an amount not less than \$5,000,000 per occurrence, which will provide additional limits for commercial general and automobile liability insurance.
- viii. As applicable, cyber insurance in an amount not less than \$5,000,000.

17.2 SUPPLIER shall provide FIRST TRANSIT INC. with a certificate of insurance evidencing that the required minimum coverage is in effect and that each Commercial General Liability and Automobile Liability policy names FIRST TRANSIT INC., its subsidiaries, directors, officers and employees as additional insureds. SUPPLIER shall provide a waiver of subrogation clause in favor of the additional insureds and provide that all insurance provided by the SUPPLIER shall be primary and that any other insurance maintained by or available to FIRST TRANSIT INC. shall be excess only and shall not contribute with this insurance. Such insurance shall also cover the acts or omissions of SUPPLIER's subcontractors under this Agreement. Such insurance shall require the insurer to provide FIRST TRANSIT INC. thirty (30) days advance written notice of any cancellation or adverse material change with respect to any of the policies. If SUPPLIER fails to procure or maintain in force the insurance specified herein, FIRST TRANSIT INC. may procure such insurance and the cost thereof shall be borne by SUPPLIER.

17.3 The insurance provided by SUPPLIER hereunder shall operate independent and apart from any obligations imposed upon SUPPLIER under the indemnification provisions of this Agreement, and that in no event will the coverage or limits of any insurance maintained by SUPPLIER under this Agreement, or the lack or unavailability of any other insurance, limit or diminish in any way SUPPLIER's obligations or liability to FIRST TRANSIT INC. hereunder.

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17.4 SUPPLIER's failure to provide and keep in force the aforementioned insurance shall be regarded as a material default hereunder, entitling FIRST TRANSIT INC. to exercise any or all of the rights and remedies provided hereunder.

18. NON-DISCLOSURE; DATA PROTECTION

18.1 Confidential Information. "Confidential Information" means any information or data disclosed in connection with this Agreement that (i) is concerning or related to FIRST TRANSIT INC.'s general business operations (including without limitation business plans, processes, sales costs, profits, pricing methods, organization and employee lists); or (ii) is or concerns any FIRST TRANSIT INC. PII (as defined below). The existence of and terms and conditions of this Agreement shall be considered Confidential Information hereunder.

18.2 Confidential Information Obligations. SUPPLIER will protect, and will ensure its Personnel protect, Confidential Information to prevent the unauthorized use, dissemination, disclosure, alteration, destruction or publication thereof. SUPPLIER may disclose Confidential Information only to those of its Personnel who have a need to know and who are under an obligation of confidentiality at least as restrictive as that contained herein. Each such recipient of Confidential Information will be advised of the SUPPLIER's obligations under this Agreement. Confidential Information received may be used only to fulfill the purposes of the Agreement. If the SUPPLIER or any of its Affiliates is requested or required by subpoena, court order, or similar process or applicable governmental regulation to disclose any Confidential Information, the SUPPLIER will provide FIRST TRANSIT INC. with prompt notice of such request or obligation so that FIRST TRANSIT INC. may seek an appropriate protective order or procedure if it elects to do so. Obligations regarding Confidential Information will survive termination of this Agreement and survive perpetually.

18.3 Exclusions. The foregoing confidentiality obligations will not apply to Confidential Information that: (i) is already known to SUPPLIER prior to disclosure; (ii) is or becomes a matter of public knowledge through no fault or breach on the part of SUPPLIER; (iii) is rightfully received without a duty of confidentiality from a third party who has the right to transfer or disclose it; (iv) is independently developed by SUPPLIER without reliance upon any Confidential Information of FIRST TRANSIT INC.; (v) is disclosed by operation of law; or (vii) is disclosed by SUPPLIER with the prior written approval of FIRST TRANSIT INC..

18.4 Personal Information; Data Protection.

18.4.1 Notwithstanding anything to the contrary in this Agreement, SUPPLIER shall, and shall cause its subcontractors and all Personnel to, no later than the Effective Date, establish and implement, and thereafter maintain, a comprehensive information security program that is reasonably designed to protect the security, confidentiality, and integrity of (i) FIRST TRANSIT INC. PII (as defined below) and any applicable laws, rules or regulations associates with PII; and (ii) FIRST TRANSIT INC. Confidential Information. Such program, the content and implementation of which must be fully documented in writing, shall contain administrative, technical, and physical safeguards appropriate to SUPPLIER's size and complexity, the nature and scope of SUPPLIER's activities, and the sensitivity of the personal information and confidential information received from or collected about FIRST TRANSIT INC., its employees, customers and contractors.

18.4.2 As used herein, "FIRST TRANSIT INC. PII" means the personally identifiable information of FIRST TRANSIT INC. and its employees, customers, contractors, vendors and other third parties, including personal data regulated under privacy or data protection laws and non-public personal information or sensitive personal information. Examples of FIRST TRANSIT INC. PII include without limitation: names, addresses, national ID numbers (e.g., social security numbers), telephone numbers, email addresses, human resources information and data, financial account numbers, credit card information, payment information, driver's license and customer account data.

18.4.3 Any FIRST TRANSIT INC. PII collected or accessed by SUPPLIER in the performance of this Agreement shall be limited to that which is strictly necessary to perform its obligations hereunder or to

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fulfill any legal requirements. SUPPLIER must immediately notify FIRST TRANSIT INC. of any actual, suspected or alleged security breach that may result in the unauthorized use, access, disclosure, alteration or destruction of FIRST TRANSIT INC. PII.

18.4.4 Upon request from FIRST TRANSIT INC., SUPPLIER shall provide FIRST TRANSIT INC. with any or all FIRST TRANSIT INC. PII in SUPPLIER's possession. Upon termination or expiration of this Agreement, SUPPLIER shall within ten (10) calendar days thereafter, at FIRST TRANSIT INC.'s sole discretion either (i) provide FIRST TRANSIT INC. with all documents and materials (including any and all copies) containing FIRST TRANSIT INC. PII, together with all other materials and property of FIRST TRANSIT INC., which are in its possession or under its control or (ii) destroy all such specified documents and materials (including any and all copies in any and all formats) and provide FIRST TRANSIT INC. with a certificate of destruction signed by an officer of SUPPLIER.

18.5 PCI Compliance. SUPPLIER acknowledges that SUPPLIER is responsible for, and shall take such steps as are necessary to protect, the security of FIRST TRANSIT INC.'s and its customers' cardholder data in the possession or control of SUPPLIER in connection with providing Goods or services under this Agreement. SUPPLIER, its affiliates and their respective Personnel, as applicable, shall at all times comply, at its own cost, with the PCI Data Security Standards (PCI DSS) and any related laws, rules or regulations, and requirements for any work involving cardholder data as prescribed by the PCI Security Standards Council as the same may be amended from time to time.

19. FORCE MAJEURE

Neither party shall be liable for any delays in performing its obligations hereunder (except for the obligation to pay money) if such delays arise, directly or indirectly, out of causes beyond the control of such party, including without limitation public disturbances, fires or acts of God.

20. PUBLICITY

SUPPLIER shall obtain FIRST TRANSIT INC.'s written approval before making publicity announcements regarding this Agreement, the Goods supplied hereunder or using the name, trademarks, trade names or service marks which belong to FIRST TRANSIT INC. or any other reference from which the name of FIRST TRANSIT INC. can be inferred. SUPPLIER shall cause its Personnel to comply with this requirement.

21. CUMULATIVE REMEDIES

All remedies of FIRST TRANSIT INC. provided for herein are cumulative and shall be in addition to all other rights and remedies provided by law. The exercise of any right or remedy by FIRST TRANSIT INC. hereunder shall not in any way constitute a cure or waiver of default hereunder or invalidate any act done pursuant to any notice of default, or prejudice FIRST TRANSIT INC. in the exercise of any of its rights hereunder.

22. SET-OFF

FIRST TRANSIT INC. shall be entitled to set off any amount owing from SUPPLIER to FIRST TRANSIT INC. or to any of FIRST TRANSIT INC. Affiliate against any amount payable under this Agreement.

23. DISPUTED CHARGES

FIRST TRANSIT INC. may withhold payment of a disputed charge subject to good faith dispute provided that FIRST TRANSIT INC. pays the undisputed portion of all charges in accordance with this Section, and reasonably cooperates with SUPPLIER's efforts to investigate and resolve the dispute. If the disputed charge is found to be an error, SUPPLIER shall issue a credit or reverse the amount incorrectly billed. If after a reasonable, good faith investigation, SUPPLIER determines that a disputed charge was billed correctly, SUPPLIER shall issue a new invoice, and payment shall be due from FIRST TRANSIT INC. in

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accordance with Section above. If FIRST TRANSIT INC. still disputes the charge, the parties will submit the dispute for negotiation pursuant to Section 32 below.

24. LIMITATION OF SUPPLIER ACTIONS

All claims and actions of SUPPLIER against FIRST TRANSIT INC. arising out of or relating to this Agreement shall be commenced within six (6) months from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be deemed waived and forever barred.

25. ASSIGNMENT OF RIGHTS

SUPPLIER shall not assign this Agreement, or assign any rights or delegate any obligations hereunder, without the prior written consent of FIRST TRANSIT INC., not to be unreasonably withheld, and any attempted assignment or transfer without such consent shall be void at FIRST TRANSIT INC.'s option. Subject to the preceding clause, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

26. NOTICES, CONSENTS AND APPROVALS

Any notice required or permitted by this Agreement must be in writing and must be sent by facsimile, by nationally recognized commercial overnight courier, or mailed by United States registered or certified mail, addressed to the other party at the address below or to such other address for notice (or facsimile number, in the case of a notice by facsimile) as a party gives the other party written notice of in accordance with this Section. Any such notice will be effective as of the date of receipt:

If to FIRST TRANSIT INC.:

FIRST TRANSIT INC.
600 Vine Street, Suite 1400
Cincinnati, Ohio 45202
Attn: Legal Department, with a copy to Corporate Procurement

If to SUPPLIER:

27. COMPLIANCE WITH LAWS; SAFETY

27.1 SUPPLIER shall, and shall cause its Personnel to, comply with all applicable laws, safety legislation, regulations, safety standards and all legally binding requirements of all federal, state and local governmental authorities applicable to either party's performance under this Agreement, including without limitation any industry-specific safety regulations and standards relating to the supply of the Goods .

27.2 While performing any work or services on premises owned or occupied by FIRST TRANSIT INC., SUPPLIER shall, and shall cause its Personnel to, comply with all applicable workplace health and safety rules, policies and procedures and obey all reasonable instructions issued by FIRST TRANSIT INC. authorized personnel. SUPPLIER shall give FIRST TRANSIT INC. reasonable advance notice of visits to any FIRST TRANSIT INC. location. Site safety rules will be made available to SUPPLIER on request.

28. SEVERABILITY

Any provision of this Agreement that is held by a court of competent jurisdiction to violate applicable law shall be limited or nullified only to the extent necessary to bring the Agreement within the requirements of such law.

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29. NO WAIVERS, MODIFICATION

Any waiver of any right or default hereunder shall be effective only in the instance given and will not operate or imply a waiver of any other or similar right or default on any subsequent occasion. No waiver, modification or amendment of this Agreement or of any provision hereof will be effective unless in writing and signed by the party against whom such waiver, modification or amendment is sought to be enforced.

30. GOVERNING LAW

This Agreement and all claims arising out of this Agreement shall be governed by, enforced under and construed in accordance with the laws of the state of Ohio without giving effect to its choice or conflict of law provisions or rules and without reference to the UN Convention on Contracts for the International Sale of Goods.

31. VENUE AND JURISDICTION

Each party hereby (a) agrees that any appropriate state or federal court located in Cincinnati, Ohio shall have exclusive jurisdiction over all claims, disputes or litigation arising out of this Agreement and the transactions contemplated hereby; (b) consents to submit to the exclusive jurisdiction of any appropriate state or federal court located in Cincinnati, Ohio for any litigation arising out of this Agreement and the transactions contemplated hereby; and (c) waives any objection to the laying of venue of any litigation arising out of this Agreement and the transactions contemplated hereby in the state or federal courts located in Cincinnati, Ohio.

32. DISPUTE RESOLUTION

The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Agreement. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, the parties may pursue their remedies as they choose. Nothing in this Agreement shall be deemed to prevent the parties from agreeing in the future to submit a dispute to arbitration. Except where clearly prevented by the area in dispute, SUPPLIER agrees to continue performing its obligations under this Agreement while the dispute is being resolved unless and until this Agreement expires or is terminated in accordance herewith.

33. INDEPENDENT CONTRACTORS

Except as may otherwise be mutually agreed by the parties and pre-approved in writing by FIRST TRANSIT INC.'s Law Department, SUPPLIER and FIRST TRANSIT INC. are independent contractors, and nothing in this Agreement shall be deemed to create any employment, partnership, joint venture, franchise or agency relationship between the parties or to authorize either party to enter into any commitment or agreement binding on the other party.

34. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes any other prior agreements and understandings between the parties, both oral and written, regarding such subject matter. No course of dealing, usage of trade or course of performance shall be relevant to explain or supplement any of the terms and conditions of this Agreement.

35. AMENDMENTS

This Agreement may not be amended or modified except by a written amendment signed by authorized signatories of both parties.

36. LANGUAGE

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This Agreement has been executed and delivered in the English language and all documents or notices to be delivered pursuant to or in connection with this Agreement shall be in the English language or, if any such document or notice is not in the English language, accompanied by an English translation thereof, and the English language version of any such document or notice shall control for purposes hereof.

37. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument.

38. ORDER OF PRECEDENCE

In the case of inconsistency between the provisions of this Agreement and any Exhibits hereto or any other documents exchanged between the parties in respect to this Agreement (including any purchasing request hereunder), this Agreement will control.

39. SURVIVING PROVISIONS

All provisions which by their nature extend beyond the termination of this Agreement shall survive such termination and remain in full force and effect, including without limitation the following sections : Inspection, Termination Assistance, Cumulative Remedies, Publicity, Non-Disclosure; Data Protection, Indemnification, Warranties, Insurance, Intellectual Property, Venue and Jurisdiction, Governing Law, Limitation of SUPPLIER Actions, and Set-Off.

40. SUBCONTRACTORS

SUPPLIER will not subcontract any services and/or Goods hereunder to other persons or entities without the prior written approval of FIRST TRANSIT INC., which may be granted or withheld in FIRST TRANSIT INC.'s sole discretion. Subcontracting any part of this Agreement shall not relieve the SUPPLIER of any of its obligations or duties under the Agreement. SUPPLIER agrees to impose on its subcontractors the same obligations imposed upon SUPPLIER under this Agreement with respect to Warranties (Paragraph 8), Indemnification (Paragraph 16), Insurance and Insurance Certificates (Paragraph 17), Non-Disclosure; Data Protection (Paragraph 18), Compliance with Law and Safety (Paragraph 27), and FIRST TRANSIT INC.'s CSR and Supplier Code of Conduct (Section 2.7). SUPPLIER shall be responsible and liable for all acts and omissions of its subcontractors, their employees or agents as though they are its own.

IN WITNESS WHEREOF, the Parties have executed this Agreement to become effective as of the Effective Date.

FIRST TRANSIT INC.

[INSERT SUPPLIER NAME]

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

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This Standard Agreement for the Purchase of Goods and Services (“Agreement”) is between **FIRST TRANSIT INC.** and **[INSERT SUPPLIER NAME]** (“SUPPLIER”) and sets forth the terms and conditions under which SUPPLIER will sell to FIRST TRANSIT INC., and FIRST TRANSIT INC. will purchase from SUPPLIER, the Goods and Services.

1. DEFINITIONS

1.1 “Affiliate” as to SUPPLIER or FIRST TRANSIT INC., shall mean any corporation, partnership, limited liability company, or other domestic or foreign entity (a) of which a controlling interest is owned directly or indirectly by a Party, or (b) controlled by, or under common control with, a Party.

1.2 “Days” or “days” means calendar days unless otherwise specified.

1.3 “Goods” means any of the products set forth in Exhibit 1-A. FIRST TRANSIT INC. may require the addition or removal of Goods to and/or from Exhibit 1-A upon written notice to SUPPLIER specifying the Goods to be added or removed, as applicable.

1.4 “Intellectual Property Rights” or “Intellectual Property” means all rights in patents, copyrights, moral rights, trade secrets, mask works, trademarks, service marks and other intellectual property rights.

1.5 “Parties” or “Party” shall mean FIRST TRANSIT INC. and SUPPLIER in the plural and FIRST TRANSIT INC. or SUPPLIER, as the case may be, in the singular.

1.6 “Personnel” means workers employed or contracted by SUPPLIER or its subcontractors for the provision of the Goods and any Services to FIRST TRANSIT INC. hereunder.

1.7 “Services” means the services provided, or contracted to be provided, by SUPPLIER as set forth in the Statement of Work.

1.8 “SOW” or “Statement of Work” means the description of the Services and/or deliverables to be provided by SUPPLIER to FIRST TRANSIT INC. and related business terms set forth in Exhibit 1-B.

2. SCOPE OF AGREEMENT

2.1 Acceptance; Conflict with Purchasing Requests or Other Documents. SUPPLIER has read and understands this Agreement. SUPPLIER's signature hereon or commencement of any work or services hereunder shall constitute SUPPLIER's acceptance of, and agreement to sell the Goods and Services to FIRST TRANSIT INC. on and subject to, these terms and conditions only. The terms and conditions of this Agreement shall govern any and all FIRST TRANSIT INC. purchasing requests and shall supersede any additional or contrary terms set forth in any such purchasing request or any SUPPLIER acceptance, confirmation, invoice, SOW or other similar document.

2.2 FIRST TRANSIT INC. Affiliate Purchases. Any Affiliate of FIRST TRANSIT INC. may purchase Goods and Services directly from SUPPLIER under this Agreement through the issuance of a purchasing request to SUPPLIER. Upon SUPPLIER's acceptance of such purchasing request, the terms of this Agreement will apply between such FIRST TRANSIT INC. Affiliate and SUPPLIER and references in this Agreement to “FIRST TRANSIT INC.” shall mean the FIRST TRANSIT INC. Affiliate that issued the purchasing request.

2.3 FIRST TRANSIT INC. Affiliate Liability. Only the FIRST TRANSIT INC. Affiliate that issues a purchasing request hereunder incurs any obligation or liability to SUPPLIER with respect to the particular purchasing request and such FIRST TRANSIT INC. Affiliate is solely responsible for all claims arising out of its own performance.

2.4 FIRST TRANSIT INC. Management or Contract Customers. Anything in this Agreement to contrary notwithstanding, any third party for which FIRST TRANSIT INC. or an FIRST TRANSIT INC. Affiliate is providing management and/or contract support services under an existing, bona fide

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agreement for such services (each, an “FIRST TRANSIT INC. Customer”) may place a purchasing request under this Agreement directly with SUPPLIER for the purchase of the Goods and Services. FIRST TRANSIT INC. or its Affiliates may from time-to-time place purchasing requests for Goods and Services for and on behalf of an FIRST TRANSIT INC. Customer. In such event, FIRST TRANSIT INC. shall be deemed to do so as an agent of the FIRST TRANSIT INC. Customer, and the FIRST TRANSIT INC. Customer for which FIRST TRANSIT INC. so acts as agent (and not FIRST TRANSIT INC.) shall be solely responsible for all claims arising out of its own performance under such purchasing request. Each FIRST TRANSIT INC. Customer hereby acknowledges that it will fully comply with and be bound by the terms and conditions of this Agreement with respect to any purchasing request issued by, or on behalf of, the FIRST TRANSIT INC. Customer. In no event shall FIRST TRANSIT INC. or its Affiliates be deemed to be a guarantor of, or otherwise be responsible for, any performance or payment obligation of an FIRST TRANSIT INC. Customer under any purchasing request issued by an FIRST TRANSIT INC. Customer or by FIRST TRANSIT INC. or its Affiliates for and on behalf of an FIRST TRANSIT INC. Customer. SUPPLIER may independently qualify FIRST TRANSIT INC. Customers for the volume of business and credit terms extended.

2.5 Internal Use Only. All Goods purchased by FIRST TRANSIT INC. or an FIRST TRANSIT INC. Customer hereunder shall be for internal use only and not for resale or as stock in trade.

2.6 Corporate Social Responsibility (“CSR”); SUPPLIER Code of Conduct. It is FIRST TRANSIT INC.’s expectation that SUPPLIER will observe and comply with the requirements of the CSR and the SUPPLIER Code of Conduct set forth in Exhibit 4, attached hereto and made a part hereof. FIRST TRANSIT INC. will monitor and periodically audit SUPPLIER’s CSR compliance, and SUPPLIER agrees to document, and upon request make available to FIRST TRANSIT INC., its compliance efforts and results to evidence SUPPLIER’s commitment to comply with such requirements.

2.7 Utilization of Disadvantaged Business Enterprises (DBE) & Small Business Enterprises (SBE). It is the policy of FIRST TRANSIT INC. that disadvantaged and small businesses, as defined in applicable federal and state regulations, will have the maximum practicable opportunity to participate in the awarding of FIRST TRANSIT INC. contracts and related subcontracts. SUPPLIER agrees to employ good-faith efforts to carry out this policy through award of subcontracts to small or disadvantaged business enterprises to the fullest extent consistent with the efficient performance of this Agreement. SUPPLIER shall maintain records showing: (a) subcontract awards, specifically to DBEs and SBEs; (b) specific efforts to identify and award such subcontracts to DBEs and SBEs; and (c) copies of executed subcontracts to establish (i) actual DBE and SBE participation, (ii) percent of total purchases and (iii) total amounts paid to DBEs and SBEs. SUPPLIER agrees to submit periodic reports of subcontract and/or SUPPLIER awards to DBEs and SBEs in such form and manner, and at such times, as FIRST TRANSIT INC. shall prescribe and will provide FIRST TRANSIT INC. reasonable access to SUPPLIER’s books, records and accounts for the purpose of verifying DBE and SBE participation and the good-faith efforts to carry out this DBE and SBE policy.

3. TERM OF AGREEMENT

The term of this Agreement will commence on the date of the last signature hereto (the “Effective Date”) and will continue thereafter for a period of twenty-four (24) months unless earlier terminated in accordance the provisions hereof or extended by mutual written agreement of the Parties (the “Term”).

4. NO MINIMUM COMMITMENT; NON-EXCLUSIVITY; ORDERING

4.1 No Minimum Commitment. This Agreement does not obligate FIRST TRANSIT INC. to purchase a minimum volume or specific amount of Goods and Services or forecast the monthly or quarterly quantities required to support its operations.

4.2 Non-Exclusivity. Anything in this Agreement to the contrary notwithstanding, FIRST TRANSIT INC. may manufacture or buy goods and services from third parties that are identical or similar to the Goods and Services.

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4.3 Ordering. Requests for the purchase of Goods and Services hereunder shall be made by one of the following methods:

- a. Letter: A written purchasing request faxed or mailed to SUPPLIER. Such written purchasing request will include delivery location, full name and phone number of authorizing FIRST TRANSIT INC. employee, item name, description and part number, quantities, and delivery due date.
- b. Electronic Communication: A written purchasing request transmitted via electronic communication links between the Parties (including email, facsimile or EDI). All such purchasing requests must include delivery location, full name and phone number of authorizing FIRST TRANSIT INC. employee, item name, description and part number, quantities, and delivery due date.
- c. SUPPLIER Website: An electronic purchasing request submitted by an authorized FIRST TRANSIT INC. employee to SUPPLIER's pre-approved website.

4.4 Written Purchasing Request Requirement. Verbal purchasing requests (including phone calls) are invalid. SUPPLIER will not commence manufacture or delivery of any Goods or provision of any Services for FIRST TRANSIT INC. or incur any related expenses unless and until it receives a written purchasing request from FIRST TRANSIT INC. expressly ordering the Goods and Services and authorizing the delivery and provision thereof in accordance with Section 4.3 above. SUPPLIER expressly and irrevocably waives the right to recover any fees, costs, losses, expenses or damages from FIRST TRANSIT INC. in connection with any Goods manufactured or delivered and any Services provided prior to SUPPLIER's receipt of an FIRST TRANSIT INC. written purchasing request meeting the requirements hereof.

4.5 Proof of Written Purchasing Request. SUPPLIER's failure to provide FIRST TRANSIT INC. proof of a written purchasing request may result in non-payment of invoices or a demand for refund of prior payments. Once FIRST TRANSIT INC. fully implements its purchasing system, SUPPLIER will be notified that all purchasing commitments require a valid purchase order number. SUPPLIER will comply with such change and thereafter shall not accept any purchasing request from FIRST TRANSIT INC. without a valid purchase order number.

5. DELIVERY & SHIPPING

5.1 Delivery. Time is of the essence, and deliveries shall be made in quantities and at the time and place specified by FIRST TRANSIT INC.

5.2 Title and Risk of Loss. Unless otherwise agreed in writing by FIRST TRANSIT INC., title and risk of loss or damage shall pass to FIRST TRANSIT INC. upon SUPPLIER's delivery to FIRST TRANSIT INC.'s designated location.

5.3 Changes. FIRST TRANSIT INC. may cancel, change or suspend delivery schedules upon notice to SUPPLIER. If Goods are received in advance of schedule, FIRST TRANSIT INC. may return such Goods at SUPPLIER's risk and expense. If deliveries will not be made as scheduled, SUPPLIER shall immediately give FIRST TRANSIT INC. written notice setting forth the cause and duration of the anticipated delay, granting FIRST TRANSIT INC. pro rata allocation of any items in short supply.

5.4 Partial Shipments. FIRST TRANSIT INC. reserves the right in its sole discretion to reject partial shipments. No charges for unauthorized transportation will be paid by FIRST TRANSIT INC.

5.5 Packing and Marking. SUPPLIER shall: (a) properly pack, mark and ship all Goods in accordance with the requirements of FIRST TRANSIT INC., the involved carriers, and if applicable, the country of destination; (b) route shipments in accordance with FIRST TRANSIT INC.'s instructions; (c) not charge for handling, packaging, boxing, storage or transportation of Goods, unless otherwise stated as an item on a purchasing request; (d) mark each package with FIRST TRANSIT INC.'s purchasing request number, part number and address, and, when multiple packages comprise a single shipment, to consecutively number each package; and (e) show purchasing request numbers and package numbers on all packing slips, bills of lading and invoices.

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5.6 Expedited Delivery. If SUPPLIER fails to deliver any Goods at the time and place set forth in the purchasing request, FIRST TRANSIT INC. shall have the right to require Supplier, at Supplier's expense, to use expedited delivery methods to complete and deliver the Goods.

5.7 Location List. Upon SUPPLIER's written request, FIRST TRANSIT INC. will provide a current list of all FIRST TRANSIT INC. locations in the United States and Canada in Exhibit 3, attached hereto and made a part hereof. Location lists are subject to change without notice.

6. INSPECTION

6.1 Inspections not Required. FIRST TRANSIT INC. may, but shall not be required to, perform incoming inspections of the Goods. No failure to make a complaint at the time of any such inspection and no approval given during or after such inspection shall constitute a waiver by FIRST TRANSIT INC. of any rights or remedies in respect of the Goods and FIRST TRANSIT INC. reserves the right to reject the Goods or revoke acceptance in accordance with the terms hereof. After delivery of Goods and acceptance by FIRST TRANSIT INC., FIRST TRANSIT INC. shall have a reasonable time within which either to reject the Goods or revoke its acceptance. If FIRST TRANSIT INC. rejects or revokes its acceptance of Goods as nonconforming, the quantities under the applicable purchasing request will automatically be reduced unless FIRST TRANSIT INC. otherwise notifies SUPPLIER in writing. SUPPLIER will not replace quantities so reduced without a new purchasing request from FIRST TRANSIT INC..

6.2 Disposition of Nonconforming Goods. Nonconforming Goods will be held by FIRST TRANSIT INC. in accordance with SUPPLIER's instructions at SUPPLIER's risk. SUPPLIER's failure to provide written instructions within 10 days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle FIRST TRANSIT INC., at FIRST TRANSIT INC.'s option, to charge SUPPLIER for storage and handling or to dispose of the Goods without liability to SUPPLIER. Payment for nonconforming Goods shall not constitute an acceptance of them, limit or impair FIRST TRANSIT INC.'s right to assert any legal or equitable remedy, or relieve SUPPLIER's responsibility for latent defects.

6.3 Acceptance Testing. The Services and/or deliverables shall be subject to those acceptance tests as set forth in a Statement of Work or, if no such tests are set forth in a Statement of Work, then to such tests as are reasonable, timely, and appropriate to determine whether the Services and/or deliverables comply with the terms of this Agreement and any applicable specifications and acceptance criteria.

7. INTELLECTUAL PROPERTY

7.1 Intellectual Property Warranty. SUPPLIER represents and warrants to FIRST TRANSIT INC. that: (i) SUPPLIER owns, has obtained or is able to obtain, valid licenses for all Intellectual Property Rights that are necessary for the performance of its obligations under the Agreement; (ii) SUPPLIER owns, has obtained or is able to obtain, valid licenses for all intellectual property provided to FIRST TRANSIT INC. under this Agreement (the "Licensed Intellectual Property"); (iii) as of the Effective Date there are no pending or to the knowledge of SUPPLIER threatened disputes or claims against SUPPLIER alleging that the use of the Licensed Intellectual Property by SUPPLIER misappropriates or infringes the intellectual property rights of third parties; (iv) none of the rights licensed to FIRST TRANSIT INC. hereunder conflicts with any license or covenant not to sue granted by SUPPLIER to any third party; (v) all Licensed Intellectual Property is free of any and all restrictions, settlements, judgments or adverse claims; and (vi) there is no copyright, patent, or trade secret or other proprietary right of a third party that would be infringed or misappropriated by FIRST TRANSIT INC.'s use of the Licensed Intellectual Property and/or any other intellectual property provided under this Agreement.

7.2 Remedy for Breach. In the event of a breach of Section 7.1 (Intellectual Property Warranty), SUPPLIER shall be obligated to the requirements of Section 7.3 (Injunction Remedies) and Section 16 (Indemnification) in addition to any other remedies available to FIRST TRANSIT INC. hereunder.

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7.3 Injunction Remedies. If the use of any Licensed Intellectual Property is enjoined, SUPPLIER shall, at its sole expense and option: (i) procure for FIRST TRANSIT INC. the right to continue using the Licensed Intellectual Property; (ii) replace the Licensed Intellectual Property with a non-infringing version of equivalent function and performance; or (iii) modify the Licensed Intellectual Property to be non-infringing without detracting from function or performance. If one of the foregoing remedies are not reasonably available, SUPPLIER shall promptly refund to FIRST TRANSIT INC. all fees paid for the enjoined Licensed Intellectual Property, reimburse FIRST TRANSIT INC. for any costs incurred by FIRST TRANSIT INC. as a result of such injunction, in addition to any other available remedies.

8. WARRANTIES

8.1 Goods Warranty. SUPPLIER warrants that the Goods:

- a. Will be merchantable, of first class quality and fit for their intended purpose;
- b. Will be free from defects in design, material and workmanship, including latent or patent defects;
- c. Will be delivered free from any security interest or other lien or encumbrance;
- d. Will conform to the drawings, specifications, descriptions or samples furnished or specified by FIRST TRANSIT INC. or provided by SUPPLIER;
- e. Will comply with all statutory requirements and regulations relating to the sale of the Goods; and
- f. Will comply with all Category Specific Requirements appearing in Exhibit 2, attached hereto and made a part hereof.

8.2 Remedy for Breach. In the event of a breach of Section 8.1 (Goods Warranty), FIRST TRANSIT INC. may elect to exercise its rights under Section 13 (Termination) or allow SUPPLIER to remedy any non-conformance with such warranty within ten (10) days following notification from FIRST TRANSIT INC.. If SUPPLIER is unable to remedy such non-conformance within thirty (30) days following the initial notification from FIRST TRANSIT INC., SUPPLIER shall promptly refund any monies paid for such defective or non-conforming Goods in addition to any other remedies available to FIRST TRANSIT INC..

8.3 Services Warranty. SUPPLIER warrants that: (i) it has full power and authority to provide the Services to FIRST TRANSIT INC. and that all Services are free of any and all restrictions, settlements, judgments or adverse claims; (ii) all Services will be performed by SUPPLIER in a professional manner, consistent with the standard of skill and care exercised by the best professionals within SUPPLIER's industry on projects of comparable scope and complexity, in a similar location, and in conformance with the requirements of this Agreement; (iii) SUPPLIER is sufficiently experienced, properly qualified, registered, licensed, equipped, organized, and financed to perform its Services in compliance with the terms of this Agreement; (iv) it is under no obligation or restriction, nor will it assume any such obligation or restriction, which would in any way interfere with or be inconsistent with, or present a conflict of interest concerning, the provision of Services under this Agreement; and (v) all Services will be performed by SUPPLIER in accordance with the SOW and the service levels and specifications, if any, set forth Exhibit 1-B.

8.4 Remedy for Breach. In the event of a breach of Section 8.3 (Services Warranty), FIRST TRANSIT INC. may elect to exercise its rights under Section 14 (Termination) or allow SUPPLIER to immediately re-perform any and all portions of the Services which FIRST TRANSIT INC. finds to be defective or non-conforming without charge to Customer in addition to any other remedies available to FIRST TRANSIT INC. hereunder.

8.5 Bidding Process. SUPPLIER further warrants that (i) all factual representations made to FIRST TRANSIT INC. regarding SUPPLIER's capabilities during the bidding process were true, correct and complete and fairly described its capabilities; and (ii) as at the Effective Date, all information communicated to FIRST TRANSIT INC. during the bidding process and/or contained in any SUPPLIER response to any FIRST TRANSIT INC. request for proposal remains true, accurate and not misleading, save as may have been specifically disclosed in writing to FIRST TRANSIT INC. prior to execution of this Agreement.

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8.6 **Pass-Thru of Manufacturer Warranties.** In addition to the warranties set forth in Section 8.1, SUPPLIER agrees to pass through to FIRST TRANSIT INC. all manufacturer warranties covering the Goods and, in the event of any defects, to facilitate any warranty claims against manufacturers on behalf of FIRST TRANSIT INC..

8.7 **Site Safety; Permits.** SUPPLIER further warrants that its employees will obey all rules and regulations applicable to the locations at which it conducts activities pursuant to this Agreement, and that it will, at its expense, obtain all necessary permits and licenses that may be required in order to meet its obligations under this Agreement.

8.8 **Capacity; Authority.** SUPPLIER warrants that it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under this Agreement and that the Agreement is executed by a duly authorized representative of the SUPPLIER.

8.9 **Absence of Litigation.** SUPPLIER warrants that no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against SUPPLIER or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Agreement.

9. PRICING

9.1 **Prices.** All prices in Exhibit 1 are listed with FOB origin, inbound freight, landed costs and delivered pricing to the FIRST TRANSIT INC. locations and quoted in both US Dollars (\$USD) and Canadian Dollars (\$CAD). Prices are firm-fixed and shall not be increased by SUPPLIER during the Term; provided, however, if SUPPLIER's price for any Goods and Services on the scheduled delivery date is lower than the price quoted in Exhibit 1, SUPPLIER shall sell the Goods and Services to FIRST TRANSIT INC. at such lower price.

9.2 Please refer to Exhibit 7 for more detail on US to CAD Conversion / and example.

9.3 **Most Favored Nations.** SUPPLIER warrants that the price for the Goods and Services is at least as low as the lowest price at which SUPPLIER is currently selling the Goods and Services in the same or similar quantity and value to its other non-government customers.

10. PAYMENT TERMS

10.1 FIRST TRANSIT INC. payment terms are net 60 days from receipt of invoice. SUPPLIER shall send all invoices to the address specified by FIRST TRANSIT INC. in writing. All invoices shall include the (i) Purchasing Request or Purchase Order number, as applicable; (ii) Ship to address; (iii) Location Name; and (iv) Location Number. Payment will not constitute acceptance of any Goods and Services.

10.2 FIRST TRANSIT INC. reserves the right to require SUPPLIER to comply with FIRST TRANSIT INC.'s preferred payment methodologies. Discounted rates may be available based upon payment terms and other contractual criteria.

10.3 SUPPLIER further agrees that by submitting an invoice to FIRST TRANSIT INC., SUPPLIER acknowledges that the amount stated in the invoice is correct to the best of SUPPLIER's knowledge after reasonable investigation. When FIRST TRANSIT INC. pays the amount stated in the invoice, FIRST TRANSIT INC. will have fully satisfied its obligation to pay SUPPLIER for the Goods identified therein. Nothing in this Paragraph shall waive FIRST TRANSIT INC.'s right to object to an inaccurate invoice.

10.4 SUPPLIER agrees to invoice and accept payment for all Goods and Services in the local currency to where the Goods and Services are delivered:

- a. United States, Puerto Rico, and Mexico deliveries shall be invoiced and paid in U.S. dollars. The invoice should specifically state First Transit Inc. for all activities associated with deliveries and payments in U.S. dollars.

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- b. Canada Deliveries shall be invoiced and paid in Canadian dollars. The invoice should specifically state First Transit Inc. for all activities associated with deliveries and payments in Canadian dollars.

11. PARTS CERTIFICATION

11.1 SUPPLIER will complete certification on all parts to be sold to any FIRST TRANSIT INC. location or entity, that those parts meet the technical standards as provided and included as exhibits to this contract. The standards may be updated as business conditions, regulations, laws and technologies dictate. FIRST TRANSIT INC. is required to make supplier aware of any changes to these specifications and provide updated copies of the standards. The applicable standards are included as Exhibit 6. The certification form will be completed for each category of parts and the list of certified parts will be included in Exhibit 1.

11.2 Any part numbers replaced (as referenced in Exhibit 6) must be certified by FIRST TRANSIT INC. in writing prior to the change being made. SUPPLIER must provide documentation that offered parts have been tested or validated to meet FIRST TRANSIT INC. specification requirements. A sample of the part will be provided, at no cost to FIRST TRANSIT INC., for goods offered and being certified to FIRST TRANSIT INC. to be used in testing.

12. DATA AVAILABILITY

SUPPLIER agrees to provide usage and invoice detail and additional parts and services information data in electronic format. SUPPLIER will provide reporting on a monthly basis.

- a. Report all purchases made from any FIRST TRANSIT INC. location per the format in Exhibit 5, to be provided in .csv or .xls format.
- b. Report any parts that were superseded, or replaced, deleted for the part changed per the format in Exhibit 5.
- c. Parts purchased that were not included on the original contract as listed in Exhibit 1 in the format per Exhibit 1.
- d. Reports of any past due invoices to be provided monthly per the format and instructions provided in Exhibit 5.

13. ACCESS TO INFORMATION SYSTEMS

Access, if any, to FIRST TRANSIT INC.'s information systems is granted solely to provide the Goods and Services and is limited to those specific FIRST TRANSIT INC. information systems, access locations, time periods and personnel as are separately agreed to by FIRST TRANSIT INC. and SUPPLIER from time to time. FIRST TRANSIT INC. may require SUPPLIER Personnel to sign individual agreements prior to access to FIRST TRANSIT INC.'s information systems. Access is subject to FIRST TRANSIT INC. business control and information protection policies, standards and guidelines as may be modified from time to time. SUPPLIER agrees to access information systems only from specific locations approved for access by FIRST TRANSIT INC.

14. TERMINATION

14.1 Termination for Convenience. FIRST TRANSIT INC. may terminate this Agreement or any purchasing request placed hereunder for convenience upon thirty (30) days prior written notice to SUPPLIER.

14.2 Termination for Cause. Either Party may terminate this Agreement on written notice if the other Party fails to comply with this Agreement after it has been notified in writing of the nature of the failure and been provided with a reasonable time to cure.

14.3 Termination for Bankruptcy. If either Party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, the other Party may terminate this Agreement without notice and may cancel any unfulfilled obligations.

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14.4 Return of Materials. Upon termination of this Agreement, SUPPLIER shall promptly return to FIRST TRANSIT INC. all materials provided by FIRST TRANSIT INC. under this Agreement and all written Confidential Information provided by FIRST TRANSIT INC. to SUPPLIER.

15. TERMINATION ASSISTANCE

Upon the expiration or termination of this Agreement for any reason, SUPPLIER will provide to FIRST TRANSIT INC. during any applicable notice period and for a reasonable period of time after the expiration or termination of this Agreement (such period, the "Termination Assistance Period"), such termination assistance as may be reasonably requested by FIRST TRANSIT INC. to facilitate the orderly transition of SUPPLIER's responsibilities hereunder to FIRST TRANSIT INC. or its designee, including the timely and complete transfer of data as directed by FIRST TRANSIT INC. and full cooperation with the new supplier (the "Termination Assistance"). Termination Assistance shall be provided without charge to FIRST TRANSIT INC.. During the Termination Assistance Period SUPPLIER shall perform at a minimum in conformance with the level of service and with at least the same degree of accuracy, quality, completeness, timeliness, responsiveness and efficiency as was provided to FIRST TRANSIT INC. prior to commencement of the Termination Assistance Period.

16. INDEMNIFICATION

SUPPLIER shall defend, indemnify, protect and hold harmless FIRST TRANSIT INC. and its customers, directors, officers, employees (whether acting in the course of their employment or otherwise), agents, representatives, successors and assigns (each, an "Indemnified Party") from and against any and all claims, losses, liens, demands, attorneys' fees, damages, liabilities, costs, expenses, obligations, causes of action, or lawsuits (collectively, "Claims") arising out of or resulting from (i) Suppliers' or personnel negligence; (ii) any act or omission or wilful misconduct of SUPPLIER or its Personnel; (iii) the breach of this Agreement by SUPPLIER or any Personnel (iv) property loss, damage, personal injury or death, sustained by any Party, any Party's employees and/or by any Personnel, (v) any Claim that the Licensed Intellectual Property infringes or misappropriates any third party Intellectual Property Right; or (vi) Supplier's or its personnel violation or nonconformity to any of the data protection requirements contained in Section 18 of this Agreement, including any associated data privacy laws, rules or regulations. An Indemnified Party shall have the right to participate in the selection of counsel and SUPPLIER shall not enter into any settlement agreement that contains any admission of liability on the part of FIRST TRANSIT INC. and/or any other Indemnified Party.

17. INSURANCE, WAIVER OF SUBROGATION

17.1 At a minimum, during the Term of this Agreement SUPPLIER will maintain in full force and effect, at SUPPLIER's expense:

- i. Commercial General Liability Insurance with limits of \$10,000,000 combined single limit for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage and products and completed operations coverage;
- ii. Automobile Liability Insurance covering liability arising out of all owned, hired and non-owned autos with limits in the amount of \$10,000,000 combined single limit each occurrence;
- iii. Garagekeepers Legal Liability Insurance with a limit of liability in an amount not less than \$500,000.00 per occurrence;
- iv. All-Risk Property Liability Insurance with limits not less than the full replacement value of SUPPLIER's personal property and equipment situated at an FIRST TRANSIT INC. site in connection with this Agreement;
- v. Workers' Compensation insurance as required by any applicable law or regulation having jurisdiction over SUPPLIER's employees.
- vi. Employer's Liability Insurance in the amount of \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.
- vii. Umbrella or Excess Liability Insurance in an amount not less than \$5,000,000 per occurrence, which will provide additional limits for commercial general and automobile liability insurance.
- viii. As applicable, cyber insurance in an amount net less than \$5,000,000.

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17.2 SUPPLIER shall provide FIRST TRANSIT INC. with a certificate of insurance evidencing that the required minimum coverage is in effect and that each Commercial General Liability and Automobile Liability policy names FIRST TRANSIT INC., its subsidiaries, directors, officers and employees as additional insureds. SUPPLIER shall provide a waiver of subrogation clause in favor of the additional insureds and provide that all insurance provided by the SUPPLIER shall be primary and that any other insurance maintained by or available to FIRST TRANSIT INC. shall be excess only and shall not contribute with this insurance. Such insurance shall also cover the acts or omissions of SUPPLIER's subcontractors under this Agreement. Such insurance shall require the insurer to provide FIRST TRANSIT INC. thirty (30) days advance written notice of any cancellation or adverse material change with respect to any of the policies. If SUPPLIER fails to procure or maintain in force the insurance specified herein, FIRST TRANSIT INC. may procure such insurance and the cost thereof shall be borne by SUPPLIER.

17.3 The insurance provided by SUPPLIER hereunder shall operate independent and apart from any obligations imposed upon SUPPLIER under the indemnification provisions of this Agreement, and that in no event will the coverage or limits of any insurance maintained by SUPPLIER under this Agreement, or the lack or unavailability of any other insurance, limit or diminish in any way SUPPLIER's obligations or liability to FIRST TRANSIT INC. hereunder.

17.4 SUPPLIER's failure to provide and keep in force the aforementioned insurance shall be regarded as a material default hereunder, entitling FIRST TRANSIT INC. to exercise any or all of the rights and remedies provided hereunder.

18. NON-DISCLOSURE; DATA PROTECTION

18.1 Confidential Information. "Confidential Information" means any information or data disclosed in connection with this Agreement that (i) is concerning or related to FIRST TRANSIT INC.'s general business operations (including without limitation business plans, processes, sales costs, profits, pricing methods, organization and employee lists); or (ii) is or concerns any FIRST TRANSIT INC. PII (as defined below). The existence of and terms and conditions of this Agreement shall be considered Confidential Information hereunder.

18.2 Confidential Information Obligations. SUPPLIER will protect, and will ensure its Personnel protect, Confidential Information to prevent the unauthorized use, dissemination, disclosure, alteration, destruction or publication thereof. SUPPLIER may disclose Confidential Information only to those of its Personnel who have a need to know and who are under an obligation of confidentiality at least as restrictive as that contained herein. Each such recipient of Confidential Information will be advised of the SUPPLIER's obligations under this Agreement. Confidential Information received may be used only to fulfill the purposes of the Agreement. If the SUPPLIER or any of its Affiliates is requested or required by subpoena, court order, or similar process or applicable governmental regulation to disclose any Confidential Information, the SUPPLIER will provide FIRST TRANSIT INC. with prompt notice of such request or obligation so that FIRST TRANSIT INC. may seek an appropriate protective order or procedure if it elects to do so. Obligations regarding Confidential Information will survive termination of this Agreement and survive perpetually.

18.3 Exclusions. The foregoing confidentiality obligations will not apply to Confidential Information that: (i) is already known to SUPPLIER prior to disclosure; (ii) is or becomes a matter of public knowledge through no fault or breach on the part of SUPPLIER; (iii) is rightfully received without a duty of confidentiality from a third party who has the right to transfer or disclose it; (iv) is independently developed by SUPPLIER without reliance upon any Confidential Information of FIRST TRANSIT INC.; (v) is disclosed by operation of law; or (vii) is disclosed by SUPPLIER with the prior written approval of FIRST TRANSIT INC..

18.4 Personal Information; Data Protection.

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18.4.1 Notwithstanding anything to the contrary in this Agreement, SUPPLIER shall, and shall cause its subcontractors and all Personnel to, no later than the Effective Date, establish and implement, and thereafter maintain, a comprehensive information security program that is reasonably designed to protect the security, confidentiality, and integrity of (i) FIRST TRANSIT INC. PII (as defined below) and any applicable laws, rules or regulations associated with P11; and (ii) FIRST TRANSIT INC. Confidential Information. Such program, the content and implementation of which must be fully documented in writing, shall contain administrative, technical, and physical safeguards appropriate to SUPPLIER's size and complexity, the nature and scope of SUPPLIER's activities, and the sensitivity of the personal information and confidential information received from or collected about FIRST TRANSIT INC., its employees, customers and contractors.

18.4.2 As used herein, "FIRST TRANSIT INC. PII" means the personally identifiable information of FIRST TRANSIT INC. and its employees, customers, contractors, vendors and other third parties, including personal data regulated under privacy or data protection laws and non-public personal information or sensitive personal information. Examples of FIRST TRANSIT INC. PII include without limitation: names, addresses, national ID numbers (e.g., social security numbers), telephone numbers, email addresses, human resources information and data, financial account numbers, credit card information, payment information, driver's license, and customer account data.

18.4.3 Any FIRST TRANSIT INC. PII collected or accessed by SUPPLIER in the performance of this Agreement shall be limited to that which is strictly necessary to perform its obligations hereunder or to fulfill any legal requirements. SUPPLIER must immediately notify FIRST TRANSIT INC. of any actual, suspected or alleged security breach that may result in the unauthorized use, access, disclosure, alteration or destruction of FIRST TRANSIT INC. PII.

18.4.4 Upon request from FIRST TRANSIT INC., SUPPLIER shall provide FIRST TRANSIT INC. with any or all FIRST TRANSIT INC. PII in SUPPLIER's possession. Upon termination or expiration of this Agreement, SUPPLIER shall within ten (10) calendar days thereafter, at FIRST TRANSIT INC.'s sole discretion either (i) provide FIRST TRANSIT INC. with all documents and materials (including any and all copies) containing FIRST TRANSIT INC. PII, together with all other materials and property of FIRST TRANSIT INC., which are in its possession or under its control or (ii) destroy all such specified documents and materials (including any and all copies in any and all formats) and provide FIRST TRANSIT INC. with a certificate of destruction signed by an officer of SUPPLIER.

18.5 PCI Compliance. SUPPLIER acknowledges that SUPPLIER is responsible for, and shall take such steps as are necessary to protect, the security of FIRST TRANSIT INC.'s and its customers' cardholder data in the possession or control of SUPPLIER in connection with providing Goods or services under this Agreement. SUPPLIER, its affiliates and their respective Personnel, as applicable, shall at all times comply, at its own cost, with the PCI Data Security Standards (PCI DSS) and any related laws, rules or regulations, and requirements for any work involving cardholder data as prescribed by the PCI Security Standards Council as the same may be amended from time to time.

19. FORCE MAJEURE

Neither party shall be liable for any delays in performing its obligations hereunder (except for the obligation to pay money) if such delays arise, directly or indirectly, out of causes beyond the control of such party, including without limitation public disturbances, fires or acts of God.

20. PUBLICITY

SUPPLIER shall obtain FIRST TRANSIT INC.'s written approval before making publicity announcements regarding this Agreement, the Goods and Services supplied hereunder or using the name, trademarks, trade names or service marks which belong to FIRST TRANSIT INC. or any other reference from which the name of FIRST TRANSIT INC. can be inferred. SUPPLIER shall cause its Personnel to comply with this requirement.

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21. CUMULATIVE REMEDIES

All remedies of FIRST TRANSIT INC. provided for herein are cumulative and shall be in addition to all other rights and remedies provided by law. The exercise of any right or remedy by FIRST TRANSIT INC. hereunder shall not in any way constitute a cure or waiver of default hereunder or invalidate any act done pursuant to any notice of default, or prejudice FIRST TRANSIT INC. in the exercise of any of its rights hereunder.

22. SET-OFF

FIRST TRANSIT INC. shall be entitled to set off any amount owing from SUPPLIER to FIRST TRANSIT INC. or to any of FIRST TRANSIT INC. Affiliate against any amount payable under this Agreement.

23. DISPUTED CHARGES

FIRST TRANSIT INC. may withhold payment of a disputed charge subject to good faith dispute provided that FIRST TRANSIT INC. pays the undisputed portion of all charges in accordance with this Section, and reasonably cooperates with SUPPLIER’s efforts to investigate and resolve the dispute. If the disputed charge is found to be an error, SUPPLIER shall issue a credit or reverse the amount incorrectly billed. If after a reasonable, good faith investigation, SUPPLIER determines that a disputed charge was billed correctly, SUPPLIER shall issue a new invoice, and payment shall be due from FIRST TRANSIT INC. in accordance with Section above. If FIRST TRANSIT INC. still disputes the charge, the parties will submit the dispute for negotiation pursuant to Section 32 below.

24. LIMITATION OF SUPPLIER ACTIONS

All claims and actions of SUPPLIER against FIRST TRANSIT INC. arising out of or relating to this Agreement shall be commenced within six (6) months from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be deemed waived and forever barred.

25. ASSIGNMENT OF RIGHTS

SUPPLIER shall not assign this Agreement, or assign any rights or delegate any obligations hereunder, without the prior written consent of FIRST TRANSIT INC., not to be unreasonably withheld, and any attempted assignment or transfer without such consent shall be void at FIRST TRANSIT INC.’s option. Subject to the preceding clause, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

26. NOTICES, CONSENTS AND APPROVALS

Any notice required or permitted by this Agreement must be in writing and must be sent by facsimile, by nationally recognized commercial overnight courier, or mailed by United States registered or certified mail, addressed to the other party at the address below or to such other address for notice (or facsimile number, in the case of a notice by facsimile) as a party gives the other party written notice of in accordance with this Section. Any such notice will be effective as of the date of receipt:

If to FIRST TRANSIT INC.:

FIRST TRANSIT INC.
600 Vine Street, Suite 1400
Cincinnati, Ohio 45202
Attn: Legal Department

With a copy to Procurement
Attention: _____
Email: _____

If to SUPPLIER:

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27. COMPLIANCE WITH LAWS; SAFETY

27.1 SUPPLIER shall, and shall cause its Personnel to, comply with all applicable laws, safety legislation, regulations, safety standards and all legally binding requirements of all federal, state and local governmental authorities applicable to either party's performance under this Agreement, including without limitation any industry-specific safety regulations and standards relating to the supply of the Goods and Services.

27.2 While performing any work or Services on premises owned or occupied by FIRST TRANSIT INC., SUPPLIER shall, and shall cause its Personnel to, comply with all applicable workplace health and safety rules, policies and procedures and obey all reasonable instructions issued by FIRST TRANSIT INC. authorized personnel. SUPPLIER shall give FIRST TRANSIT INC. reasonable advance notice of visits to any FIRST TRANSIT INC. location. Site safety rules will be made available to SUPPLIER on request.

28. SEVERABILITY

Any provision of this Agreement that is held by a court of competent jurisdiction to violate applicable law shall be limited or nullified only to the extent necessary to bring the Agreement within the requirements of such law.

29. NO WAIVERS, MODIFICATION

Any waiver of any right or default hereunder shall be effective only in the instance given and will not operate or imply a waiver of any other or similar right or default on any subsequent occasion. No waiver, modification or amendment of this Agreement or of any provision hereof will be effective unless in writing and signed by the party against whom such waiver, modification or amendment is sought to be enforced.

30. GOVERNING LAW

This Agreement and all claims arising out of this Agreement shall be governed by, enforced under and construed in accordance with the laws of the state of Ohio without giving effect to its choice or conflict of law provisions or rules and without reference to the UN Convention on Contracts for the International Sale of Goods.

31. VENUE AND JURISDICTION

Each party hereby (a) agrees that any appropriate state or federal court located in Cincinnati, Ohio shall have exclusive jurisdiction over all claims, disputes or litigation arising out of this Agreement and the transactions contemplated hereby; (b) consents to submit to the exclusive jurisdiction of any appropriate state or federal court located in Cincinnati, Ohio for any litigation arising out of this Agreement and the transactions contemplated hereby; and (c) waives any objection to the laying of venue of any litigation arising out of this Agreement and the transactions contemplated hereby in the state or federal courts located in Cincinnati, Ohio.

32. DISPUTE RESOLUTION

The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Agreement. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, the parties may pursue their remedies as they choose. Nothing in this Agreement shall be deemed to prevent the parties from agreeing in the future to submit a dispute to arbitration. Except where clearly prevented by the area in dispute, SUPPLIER agrees to continue performing its obligations under this Agreement while the dispute is being resolved unless and until this Agreement expires or is terminated in accordance herewith.

33. INDEPENDENT CONTRACTORS

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Except as may otherwise be mutually agreed by the parties and pre-approved in writing by FIRST TRANSIT INC.'s Law Department, SUPPLIER and FIRST TRANSIT INC. are independent contractors, and nothing in this Agreement shall be deemed to create any employment, partnership, joint venture, franchise or agency relationship between the parties or to authorize either party to enter into any commitment or agreement binding on the other party.

34. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes any other prior agreements and understandings between the parties, both oral and written, regarding such subject matter. No course of dealing, usage of trade or course of performance shall be relevant to explain or supplement any of the terms and conditions of this Agreement.

35. AMENDMENTS

This Agreement may not be amended or modified except by a written amendment signed by authorized signatories of both parties.

36. LANGUAGE

This Agreement has been executed and delivered in the English language and all documents or notices to be delivered pursuant to or in connection with this Agreement shall be in the English language or, if any such document or notice is not in the English language, accompanied by an English translation thereof, and the English language version of any such document or notice shall control for purposes hereof.

37. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument.

38. ORDER OF PRECEDENCE

In the case of inconsistency between the provisions of this Agreement and any Exhibits hereto or any other documents exchanged between the parties in respect to this Agreement (including any purchasing request hereunder), this Agreement will control.

39. SURVIVING PROVISIONS

All provisions which by their nature extend beyond the termination of this Agreement shall survive such termination and remain in full force and effect, including without limitation the following sections: Inspection, Termination Assistance, Cumulative Remedies, Publicity, Non-Disclosure; Data Protection, Indemnification, Warranties, Insurance, Intellectual Property, Venue and Jurisdiction, Governing Law, Limitation of SUPPLIER Actions, and Set-Off.

40. SUBCONTRACTORS

SUPPLIER will not subcontract the supply of any Services or Goods hereunder to other persons or entities without the prior written approval of FIRST TRANSIT INC., which may be granted or withheld in FIRST TRANSIT INC.'s sole discretion. Subcontracting any part of this Agreement shall not relieve the SUPPLIER of any of its obligations or duties under the Agreement. SUPPLIER agrees to impose on its subcontractors the same obligations imposed upon SUPPLIER under this Agreement with respect to Warranties (Paragraph 8), Indemnification (Paragraph 16), Insurance and Insurance Certificates (Paragraph 17), Non-Disclosure; Data Protection (Paragraph 18), Compliance with Law and Safety (Paragraph 27), and FIRST TRANSIT INC.'s CSR and Supplier Code of Conduct (Section 2.7). SUPPLIER shall be responsible and liable for all acts and omissions of its subcontractors, their employees or agents as though they are its own.

IN WITNESS WHEREOF, the Parties have executed this Agreement to become effective as of the Effective Date.

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FIRST TRANSIT INC.

[INSERT SUPPLIER NAME]

By:

By:

Name:

Name:

Title:

Title:

Date:

Date: