

3. The certificate of insurance, attached hereto as Exhibit "B";
4. The compliance documents attached hereto as Exhibit "C".

All of the documents referred to above are made a part hereof for all purposes as though each were written word for word herein; provided that in the case of conflict in the language of any of the documents listed above, priority of interpretation shall be given in the order listed above with this Contract taking priority. All of the above documents are hereinafter referred to collectively as the "Contract Documents."

In addition, the parties agree as follows:

A. Data Sharing and Dashboard Services

The Service Provider shall make data available to the Customer as set forth in the attached Order. Notwithstanding the foregoing, the Service Provider shall own all de-identified, anonymized and/or aggregated data, which it may use for any purpose, including to improve its product and services offering, including the Services. For the avoidance of doubt, all data shared pursuant to the Contract Documents shall be subject to the confidentiality provisions set forth herein.

B. Performance Monitoring

The Service Provider shall provide Monthly Performance Monitoring Evaluation Reports within ten (10) business days on the last day of the month. Upon request by the Customer, the Service Provider shall provide daily and weekly ridership information, and all as set forth in the Data Sharing Appendix to the Order.

C. Performance Standards

The Service Provider shall use commercially reasonable efforts to meet the Customer's desired performance standards in terms of the Service Level metrics outlined in the RFQ: average wait time; average trip rating; average time to resolve complaints; average response time to calls and emails; and maximum percentage of missed, declined trips and cancelled trips.

D. Federal Transit Administration (FTA) Expert

The Service Provider represents that it is experienced in complying with Federal Transit Administration regulations and requirements, and that it will consult with external expert advisors with respect to its obligations if and when applicable. For the avoidance of any doubt, the Customer is encouraged to seek independent advice on FTA compliance in the scope of its responsibility.

E. FTA Maintenance and Required Inspections

The Service Provider shall design and implement an action plan for the maintenance and inspection of all vehicles operated as part of the Services in compliance with FTA regulations and in coordination with the Customer's policies. The Service Provider shall make vehicle inspection reports available upon request by Customer and, if required by the FTA, shall use its reasonable best efforts to cause its independent contractor driver partners to make their vehicle maintenance records available upon request by Customer. The Service Provider shall use its reasonable best efforts to cause its independent contractor driver partners to make their vehicles available for in- person inspection by Customer upon request.