

CHARTERUP TERMS AND CONDITIONS FOR PROVIDERS

Last Updated: July 7, 2021

For those operators who have signed the CharterUP Preferred Partnership Agreement, the terms and conditions of the Partnership Agreement, as hereinafter amended from time to time from CharterUP, as found at www.charterup.com/terms-and-conditions-preferred-partnership.pdf shall apply.

If you are not a party to the CharterUP Preferred Partnership Agreement, the following terms and conditions, as hereinafter amended from time to time by CharterUP, shall apply to the relationship between you, the operator and your subsidiary and affiliates (the “Operator”), and CharterUP. www.charterup.com/terms-and-conditions-for-providers.pdf By undertaking the acceptance and performance of this order, the Operator is unconditionally expressly agreeing to the foregoing terms and conditions.

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

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

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

A. SERVICES OF CHARTERUP

1. charterUP shall based on its reasonable determination of suitability based on information provided by you to charterUP (“Availability Information” as defined in C.1., below), deliver to you, on a non-exclusive basis, requests by end users, utilizing the charterUP website, mobile application, email, or phone (“User”) for charter-bus transportation services. In order for you to obtain such leads for the provision of charter services, charterUP may solicit information from Users regarding dates of travel, pickup and final drop off locations, intermediate stops,

number of passengers, type of vehicle requested, the name of the group leader representing the User (if someone other than the User), the identity of any User-preferred motor coach transportation providers (including resellers of motor coach transportation services), and other information as determined in the sole discretion of charterUP ("Travel Information"). At charterUP's discretion, utilizing Availability Information provided by you and other transportation providers, charterUP shall attempt to match your apparent availability to fulfill the requested transportation as set forth in the Travel Information ("Travel Request"). Should charterUP in its sole discretion determine based on Availability Information that you could potentially fulfill the Travel Request, charterUP may choose to inform User of such determination and provide the User, based on your Availability Information, a Rate Quote (as defined in A.6., below), description(s) and picture(s) of the types of motor vehicle(s) you might use to fulfill the Travel Request, your Customer Ratings (as defined in subparagraph A.4., below), and other information charterUP determines in its sole discretion ("Bid Information"). For each such Travel Request, charterUP may, in such order above or below you (i.e., page ranking) as determined in CharterUp's sole discretion, provide Bid Information for other motor carriers or motor-coach transportation resellers (collectively "Providers"), including Providers in competition with you, it determines in its sole discretion could potentially fulfill the Travel Request, or a modification of the Travel Request (e.g., different travel dates) under commercially-reasonable conditions. Such Bid Information for other Suppliers may contain, at charterUp's discretion, additional, less, or differing information (e.g., badges, symbols, certifications, preferred relationships, services provided, text, etc.) than provided for you, and Users may be provided incentive to choose a Provider other than you. The User will then have the opportunity to select a supplier to request a price quote to fulfill the Travel Request. Upon such selection of Supplier by the User, charterUP will notify Supplier of the User's Travel Information, not including any contact or identifying information regarding the User, so that Supplier may submit a proposal to the User regarding availability to fulfill the Travel Request, the amount to be charged for fulfilling the Travel Request, and, if such can be determined at that time, the motor coach(es) that will be used to fulfill the Travel Request ("Selected Vehicle), and any terms and conditions (collectively "Proposal"). Such Proposal, or declination of the right to submit a Proposal, shall be sent to charterUP within eight (8) hours of transmission to Supplier of the Travel Request; failure to respond within such time will result in notification to User of Supplier's decision not to submit a Proposal. Should the User accept such Proposal from Supplier, Supplier will be informed of the reservation ("Accepted Travel Request"). In its sole discretion, charterUP shall provide Supplier with limited identification and contact information needed to fulfill the Accepted Travel Request. In addition, charterUP will provide the User with certain information regarding Supplier, including limited contact information as charterUP may in its sole discretion deem appropriate. You may not contact the User for any reason other than as necessary to fulfill the Accepted Travel Request. charterUp has no obligation to keep a

record of, or notify You of, when a User was supplied your Bid Information nor the identity or Bid Information of Provider(s) a User was presented.

2. charterUP shall provide Supplier with the ability to register at Supplier's sole cost, for an account with CoachRail LLC to supply Availability Information. Failure to register, maintain an active registration, and to provide accurate, up-to-date Availability Information for each motor vehicle for which Supplier is soliciting reservations under this Agreement, will relieve charterUP from any obligation to provide any service to you pursuant to this Agreement.

3. charterUP shall, during such times as such is available from charterUP for other Providers, provide Supplier with a mobile application that must be used in accordance with the instructions provided by charterUP by assigned drivers while providing transportation services pursuant to this Agreement. Such mobile application must be installed on a mobile device utilized by the driver while providing service and will be used, in part, to provide charterUP and Users with location, driver name, driver picture, driver contact information, and other information in order to provide Users with a good experience and for billing and payment purposes. Prior to assigning a driver to fulfill an Accepted Travel Request, Supplier shall notify, and obtain the consent for such collection and disclosure from, drivers that such information may be collected and transmitted to charterUP and may be disclosed to third parties. Actively interacting with such mobile device, particularly by the driver, while the motor coach is in operation must be in accordance with applicable federal, state, and local laws.

4. You acknowledge and agree that at any point, charterUP may contact User and obtain from User a rating of Supplier, including comments or other feedback, about Supplier, including any aspect of completing the booking process, quality of the services provided and equipment utilized (including, for purposes of example only, whether the equipment matched the Selected Vehicle), whether the final price was the same as the quoted price, and any other items within charterUP's sole discretion. In addition, charterUP may collect, utilizing information it obtains on the internet, including without limitation from sites that aggregate or collect customer ratings, customer satisfaction information regarding Supplier. Such information will be collected and made available to Users as an average (or weighted average with emphasis on ratings obtained by charterUP directly from Users) rating and with the comments and feedback of Users (collectively "Customer Ratings"). charterUP has no obligation to verify the accuracy of any User's rating, feedback, or comments, although charterUP is authorized by you to edit or remove User feedback that contains obscenities or other objectional content, such as personally-identifiable information (e.g., date of birth, social security number, home address, etc.) or otherwise constitute an invasion of privacy or is racially, sexually, or similarly offensive. Such Customer Ratings are not a measure of compliance with charterUP's policies and/or recommendations but as a measure of customer satisfaction. Should Supplier's Customer Ratings

fall below such minimum as charterUP may from time to time set, charterUP may suspend Supplier's account on charterUP's website; provided that upon such suspension, Supplier may continue to utilize the scheduling portal for its motor vehicles for a period not to exceed fourteen (14) calendar days.

5. charterUP shall make commercially-reasonable efforts to maintain its website and associated mobile applications so that they are up and functioning; however, charterUP is not obligated pursuant to this Agreement or otherwise to guarantee up time, the absence of delays in processing, or absence of communication problems or delays, software bugs or design errors, errors in processing of requests or availability, or the absence of any other problems inherent in the use of the internet, electronic communications, computer processing, or development of software.

6. charterUP, utilizing the rates contained in the Availability Information for the selected motor vehicle and the User's Travel Information and adding to the rate(s) provided such other amount as charterUp may from time to time, in its sole discretion, add, charterUP shall calculate the rate, or range of rates, charterUP reasonably estimates the Supplier will charge the User to fulfill the Travel Request ("Rate Quote"). charterUP does not warrant or guarantee to User or Supplier any degree of accuracy of the Rate Quote nor how close it is to the to the charge set forth in the Proposal, which amount is within the full discretion of Supplier.

7. For each Accepted Travel Request, User shall be required to provide payment, either by credit card or bank transfer (including ACH Transfer) to charterUP for the full amount. Supplier shall confirm with charterUP that payment has been made by User prior to the performance of service and/or as required by any terms and conditions set forth in the Proposal; charterUP is only obligated to deliver, as specified below, such amounts as are paid by User and does not guarantee payment. Should User initiate any changes to the Accepted Travel Request ("Amended Accepted Travel Request") resulting in an increased charge, as determined by Supplier, charterUP shall likewise require immediate payment by User for the amount of the increased charge; however, Supplier shall confirm that the full amount has been paid to charterUP prior to the performance of services as charterUP shall only be obligated to pay such amounts paid by User to charterUP for the services. charterUP shall retain on deposit such payment(s) until the Supplier's driver, utilizing the charterUp mobile application, notifies charterUP that the Accepted Travel Request, or the Amended Accepted Travel Request, if applicable, has been fulfilled and such is confirmed by the User or group leader utilizing the mobile application. Within forty-eight (48) hours or two (2) business days, whichever is later, charterUP shall instruct its bank to transmit based on previously provided account information from Supplier, the amounts due from User, less charterUP's service fee of ten percent (10%) and less the processing fee of three percent (3%). Provided, however, that should User

submit a complaint regarding Supplier, such payment may be suspended until resolution of the Complaint; provided further that should a User submit a complaint regarding Supplier after payment has been made for the Accepted Travel Request and, if applicable, Amended Accepted Travel Request, relating to the complaint, charterUP may suspend payment of any other amounts due Supplier from charterUP until such complaint is resolved. Provided further that should the Supplier's driver not utilize the CharterUp mobile application continuously from trip dispatch through fulfillment of the Accepted Travel Request or, if applicable, Amended Accepted Travel Request, CharterUp may delay payment for an additional sixty (60) days of when it was otherwise due.

8. From time to time, charterUP may designate one or more Supplier's as "certified" on information provided to Users. If Supplier desires such designation, it must pay the applicable fee at the time of the request, and it must demonstrate to charterUP that a) it provides access, twenty-four (24) hours a day, seven (7) days a week, to a customer service agent authorized to resolve service and customer issues; and, b) have a Customer Rating of at least three-and-a-half (3.5) stars as determined by charterUP.

9. charterUP reserves the rights to create websites, marketing material, and localized web listings under DBA to increase business to the platform and to the Suppliers.

B. REPRESENTATIONS AND WARRANTIES OF SUPPLIER

1. For at least one (1) full, continuous year prior to this Agreement, Supplier has been a motor carrier registered with the United States Department of Transportation, Federal Motor Carrier Safety Administration ("FMSCA") and has obtained the necessary operating authorities to provide interstate passenger transportation. In addition, to the extent legally required, Supplier has completed all necessary registrations and obtained all necessary authorities in the states in which it operates to provide intrastate passenger transportation services.

2. For at least one (1) full, continuous year prior to this Agreement, Supplier has actively operated and transported passengers utilizing motor coaches, mini-buses, and/or vehicles designed to carry ten (10) or more people for recreational purposes.

3. Supplier is not currently suspended or otherwise subject to any interventions (e.g., warning letter, focused investigation, etc.) pursuant to the FMCSA's Safety Measurement System or comparable state safety programs. Should Supplier be subjected to any FMCSA intervention or to any similar action by a state agency, Supplier will immediately notify charterUP in writing of same

and the steps being taken to resolve the safety concerns raised by the FMCSA or state agency. Should such matters not be resolved to charterUP's satisfaction within sixty (60) days, charterUP may terminate this Agreement pursuant to Subparagraph H.2., below, and exercise its rights as set forth below.

4. Supplier complies with all federal and state law requirements regarding obtaining and reviewing the backgrounds of its drivers as well as monitoring, as provided in state and federal law, its drivers for drug and alcohol use and driving records.

5. Supplier warrants that it is not insolvent and is financially stable and has sufficient assets and cash flow to maintain its current operations for a minimum of twelve (12) months and that it can, provide upon demand, a certified balance sheet and financial statement to that affect.

6. Supplier warrants that it understands and agrees that upon acceptance of a Travel Request, it has a direct business relationship between Supplier and User and that charterUP has no responsibility and/or liability (at law, in fact, contract, or otherwise) for the actions or inactions of User. Further, you acknowledge and agree that charterUP has no responsibility and/or liability (at law, in fact, contract, or otherwise) for your actions or inactions in connection with User and that nothing herein, including Paragraph H, below, provides otherwise.

7. Supplier warrants that for all services provided to the Government of the United States of America, including the Department of Defense and other agencies of the federal government, it shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

C. OBLIGATIONS OF SUPPLIER

1. Supplier shall fully perform an Accepted Travel Request, shall strictly adhere to the Accepted Travel Request and, if applicable, an Amended Accepted Travel Request, cooperate with charterUP, and shall provide (in a format determined by charterUp) such complete and accurate information as required by charterUP to provide the services set forth in Paragraph A, above, including geographic areas serviced by Supplier and, for each motor vehicle that could be reserved under the Agreement, the applicable rate(s), types (including passenger capacity, amenities, etc.), the Vehicle Identification Number, make, model, year

manufactured, reasonably-accurate picture(s), and dates and times the vehicle is not available for trip reservations (“Availability Information”). In order to ensure such up to date information, Supplier shall use the CoachRail platform provided by CoachRail LLC scheduling portal to schedule bookings Supplier makes based on reservations not made pursuant to this Agreement.

2. In all communications with Users, and on all vehicles used to provide transportation services pursuant to this Agreement, Supplier must provide or display its legal name, as appropriate, as the responsible motor carrier in a manner consistent with applicable law. Supplier warrants and understands that charterUP is a technology company and is not a motor carrier and that Supplier will take no action and make no communication that could be reasonably interpreted as implying that charterUP is a motor carrier.

3. When providing transportation services pursuant to this Agreement, Supplier shall:

- a. Use vehicles that are not older (as measured from date of first use by any owner) than ten (10) years or have more than 1,000,000 miles of use;
- b. Use vehicles that are operated in full compliance with applicable standards of the United States Department of Transportation (“USDOT”), including without limitation those standards of the FMCSA, and similar state agency in which the vehicle is operated;
- c. Utilize only drivers who are properly licensed in compliance with FMCSA requirements and who are engaging in driving activities only as permitted by the FMCSA or applicable state law, including, without limitation, pursuant to a valid medical certificate, subject to a drug and alcohol testing program compliant with USDOT/FMCSA requirements, and within the permitted hours of service;
- d. Maintain a drug and alcohol program in accordance with the Drug-Free Workplace Act of 1988;
- e. Utilize vehicles that are in good working order, are clean at the time of dispatch to the pickup location, have fully working lavatories, as well as any terms and conditions specified at time of booking or subsequently agreed to;
- g. Shall not, regardless of any other provision in this Agreement to the contrary, subcontract or assign any aspect of its fulfillment of an accepted Travel Request, including without limitation shall not use any vehicle that is not operated under Supplier’s certificate of authority and/or shall not use any non-Supplier-employee-driver, without the express, prior, written permission of charterUP;
- h. Fully comply with the terms, conditions, and requirements of each and every Accepted Travel Request and Amended Accepted Travel Request;

i. Install technology on the Supplier's vehicles used to fulfill Travel Requests, at Suppliers's expense, at charterUP's sole and reasonable discretion, for example including but not limited to GPS tracking, for the purpose of monitoring compliance with this Agreement and to provide additional services to Users, including, for example, allowing Users to track the bus on their mobile devices as it travels to the pickup point or any intermediary points prior to final drop off; provided, however, that such technology shall not interfere with the operation of Supplier's vehicles; and

j. Supplier must require its drivers use the charterUP mobile application at all times while providing transportation services pursuant to this Agreement or otherwise while fulfilling an Accepted Travel Request or Amended Accepted Travel Request.

k. Aside from own company logos, supplier cannot use buses with other company logos (including FlixBus Inc.) to service CharterUP trips. Under standard terms, suppliers will not be paid for these trips and incur a penalty up to \$3,000 per occurrence.

4. Throughout the term of this Agreement, Supplier shall maintain the following insurance policies, underwritten by insurers with a current AM Best rating of A-, VII or higher, and have CharterUp endorsed on such policies as an additional insured:

a. Commercial General Liability insurance including Products/Completed Operations, Blanket Contractual Liability applicable to any hold harmless or indemnification obligation extended to charterUP by Supplier under this Agreement and Personal Injury Liability with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate for bodily injury and property damage claims combined. The policy shall include charterUP as an additional insured party for claims arising from the acts or omissions of Supplier or its employees, representatives or contractors and shall be arranged to acknowledge that it is primary before any other insurance available to the additional insured parties.

b. Commercial Automobile Liability insurance applicable to all non-owned or hired motor vehicles operated in the course of Supplier's business activities and providing coverage limits of at least \$1,000,000 per occurrence for bodily injury and property damage combined.

c. Workers Compensation providing statutory benefits coverage and Employers Liability coverage with limits of at least \$500,000/\$1,000,000/\$500,000, applicable to all employees of Supplier who perform activities or work required under this Agreement.

d. Media Liability and/or Professional Errors and Omissions Liability insurance with limits of at least \$5,000,000 applicable to any claim for (i) professional error and omissions or (ii) property rights infringement, which Supplier is obligated to indemnify charterUP under terms of this Agreement. This policy shall include contractual liability insurance applicable to Supplier's indemnification obligations under this Agreement. Supplier shall inform charterUP of any erosion of the aggregate limit of this policy.

e. Prior to charterUP performing work or services under this Agreement, Supplier agrees to furnish Certificates of Insurance on AcorD forms or the equivalent, confirming the above insurance and endorsements, including all required coverage terms, and keep said certificates current throughout the term of this Agreement. charterUP's failure to require or demand any evidence of insurance does not constitute a waiver of any requirement for Supplier to obtain insurance, nor does it limit Supplier's other obligations. Supplier agrees to notify charterUP thirty (30) days in advance of any cancellation, non-renewal or coverage reduction in the required insurance.

5. Supplier shall be solely responsible for the direction, supervision, and compensation of its employees. Under no circumstances will employees of Supplier be deemed to be the employees of, or under the direction or control of charterUP for any reason.

6. Supplier shall comply with all applicable laws in the acceptance and performance of a Travel Request, including compliance with the Americans with Disabilities Act, 42 U.S.C. §1981, and other federal, state, and local laws regarding equal access to transportation services.

7. Should Supplier cancel an Accepted Travel Request or, if applicable, an Amended Accepted Travel Request, (including failure to arrive at a pickup point within one (1) hour of the scheduled time) Supplier shall immediately reimburse charterUP a fee of Five Hundred Dollars and No Cents (\$500.00) per motor vehicle to reimburse charterUP for its expenses in securing the Accepted Travel Request and, if applicable, Amended Accepted Travel Request and responding to the User. charterUP shall be authorized to initiate an ACH Transfer from Supplier's bank account for such fee, and Supplier shall execute such documents and provide such permissions at the time of entering into this Agreement. Such fee shall be in addition to any other damages and/or costs (including, without limitation, any costs of defense) charterUP incurs as a result of Supplier's cancellation/no-show.

8. a. During the term of this Agreement and for a period of twelve (12) months following its termination for any reason, Supplier agrees that it will not, in

any geographic service area identified to CharterUp in C.1., above, during the term of this Agreement, provide transportation services through, or on behalf of, 9139249 Canada Inc. d/b/a Bus.com; Lyft, Inc.; Uber USA, LLC; FlixBus, Inc.; Global Charter Services, Inc. d/b/a Buster; BusBuster.com, Inc.; Skedaddle, Inc., or any other car sharing or bus aggregator service.. Should Supplier violate this provision of the Agreement, CharterUp may terminate its obligations under this Agreement immediately, including, within limitation, delivery of leads, and may terminate any Accepted Travel Request or, if applicable, Amended Accepted Travel Request. Any payments due Supplier under the Agreement may also be withheld pending final resolution through negotiated settlement or arbitration (or judicial proceedings should Paragraph L (Arbitration) be held inapplicable) of the damages incurred by CharterUp.

i. Notwithstanding the foregoing, and to exemplify the breadth of the foregoing, the prohibition in C.8.a., above, shall not preclude Supplier from providing line haul services, i.e., providing whole motor coach transportation services on a regular and recurring basis for resale by an otherwise prohibited business of individual seats to individual consumers in the retail market, to such prohibited business; provided, however, that such shall not be permitted utilizing motor coaches wrapped in accordance with C. 13, below.

b. During the term of this Agreement and for a period of twenty-four (24) months following its termination for any reason, Supplier agrees that it will not solicit nor provide transportation services to any User introduced to Supplier by charterUp during the term of this Agreement.

c. During the term of this Agreement and for a period of forty-eight months following its termination for any reason, Supplier agrees that charterUP shall have the right to inspect at reasonable times and places, the records and other information of Supplier to determine whether Supplier has been in compliance with this Paragraph 8 or any other provision of this Agreement.

9. Supplier agrees that during the term of this Agreement and following the term of the Agreement, CharterUp has a non-exclusive, worldwide, perpetual license to use, at CharterUp's sole discretion, Supplier's trademarks, tradenames, logos, assigned Universal Resource Locator, and related intellectual property on its website and/or marketing media and may provide links or other methods for actual or potential customers to access information about Supplier and/or to read and post reviews of Supplier on such services as Yelp[®], Facebook[®], Yellowpages[®], TripAdvisor[®], or other similar services.

10. Except as may be otherwise required by federal, state, or local statute,

regulation, ordinance, or order, disparage or otherwise denigrate CharterUp and/or the services it provides.

11. When the services furnished are for use in connection with a U.S. Government contract or subcontract, the provisions and terms set forth in Appendix A shall apply.

12. When the services furnished are for use in connection with a state governmental agency, or any political subdivision of the state, the legally-required terms of such provision of services shall control, including, by example and not as limitation, provisions regarding the retention and disclosure of records, early termination, non-discrimination, anti-kickback, anti-fraud, and so forth.

13. Because of the direct contractual relationship between Supplier and User, Supplier shall be responsible for collecting and remitting to the appropriate taxing authorities, all sales, service, use or other taxes due for the sale and provision of Supplier's services to Users pursuant to this Agreement.

14. Once Supplier accepts a Travel Request, it must use commercially-reasonable efforts to complete the trip using its own motor coaches and personnel, on a timely basis. If despite such efforts, Supplier determines in good faith that it must utilize one or more motor coaches and/or drivers from a third party, Supplier must obtain advance permission from Shofur and, at Supplier's sole cost and expense, must ensure that such third party complies with the quality, service, license, insurance, and safety requirements required under this Agreement. Further, Supplier shall be strictly liable for, and defend Shofur against, any claims or liabilities relating to, or arising from, the third-party provider. Further, in the event a third party's motor coach and/or driver is utilized, payment to Supplier from Shofur may be delayed by up to ninety (90) days after it would otherwise be due pursuant to A.5., above.

D. USE OF CHARTERUP'S MARKS

1. For purposes of this Agreement, the following additional definitions shall apply:
 - a. "PROPRIETARY SUBJECT MATTER": The "Proprietary Subject Matter" consists of artwork and other distinctive creative elements derived from the property entitled "charterUP", (the "Property"), including the trademarks and other proprietary marks related thereto.
 - b. Reserved.
2. Only when providing services under this Agreement and/or otherwise providing authorized services in association with the charterUP name, Licensee agrees to use any of charterUP's trademarks, tradenames, logos, and related

intellectual property only in accordance with the requirements set forth in this Agreement. Licensee may not use Proprietary Subject Matter in any marketing, advertising, or other business development activities. Additionally, Licensor hereby agrees to operate only buses, mini-buses, or other vehicles that carry at least nine (9) passengers plus the driver. Licensor hereby agrees, to the extent not already provided elsewhere in this Agreement, that all vehicles will be driven only by a driver possessing and driving under a valid commercial driver's license.

3. COPYRIGHT, TRADEMARKS, ETC.: Licensee's use of the Proprietary Subject Matter shall inure exclusively to the benefit of Licensor, and Licensee shall not acquire any rights therein by virtue of its use thereof. Licensee recognizes the unique value of the Proprietary Subject Matter and the value of the goodwill associated therewith, and the secondary meaning that the Proprietary Subject Matter and goodwill have acquired in the mind of customers and/or the public.

4. Licensee's use of the Proprietary Subject Matter shall not confer or imply a grant of rights, title or interest in the Proprietary Subject Matter or goodwill associated therewith and all ownership of copyrights, trademarks and other rights in the Proprietary Subject Matter and in all artwork, packaging, copy, literary text, advertising and promotional materials of any sort utilizing the Proprietary Subject Matter, including all such materials developed by Licensee, and the goodwill pertaining thereto, ("Collateral Materials") shall be and at all times remain in the name of Licensor. All Collateral Materials shall constitute "works made for hire" within the meaning of U.S. copyright law, and all such Collateral Materials shall be deemed transferred and assigned to Licensor promptly upon creation without any further action by any party hereto. All Collateral Materials shall be prepared by an employee-for-hire of Licensee under Licensee's sole supervision, responsibility and monetary obligation. If third parties who are not employees of Licensee contribute to the creation of the Collateral Materials, Licensee shall obtain from such third parties, prior to commencement of work, a full written assignment of rights so that all right, title and interest in the Collateral Materials, throughout the universe, in perpetuity, shall vest in Licensor. Licensee shall not permit any of its employees or third parties to obtain or reserve by written or oral agreement or otherwise, any rights as "authors" or "inventors" of any artwork or designs (as such terms are used in present or future U.S. copyright and/or patent statutes or judicial decisions).

E. INDEMNIFICATION

1. IP Indemnity. The Parties shall indemnify, defend and hold harmless each other and their respective affiliates, customers, employees, successors and assigns (collectively hereafter "Parties") from and against any losses, damages, claims, fines, penalties and expenses (including reasonable attorney's fees) that relate to, arise out of or result from any third-party claim that:

in the case of Licensee, result from any materials, deliverables, goods or Services furnished hereunder by Licensee (excluding third-party vendor products or services); in the case of charterUP, any Propriety Subject Matter licensed to Supplier by charterUP, infringes any intellectual property rights held by any third party, including, without limitation, copyright, patent, trademark, trade secret or other proprietary rights (“IP Claim”).

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

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

F. NOTICES

1. All notices, demands, contracts or waivers hereunder shall be given in writing by first class mail, messenger, air courier or addressed, if to charterUP at 3340 Peachtree Rd NE, Suite 100, Atlanta, GA, 30326, USA United States and, to Supplier, as indicated by Supplier upon registration of its account on charterUP’s website or as otherwise indicated in writing by a party hereto. The date of

messaging or facsimile shall be deemed to be the date of service. Three (3) business days from the date of service for mailed notices shall be deemed to be the date of service for mailed notices. One (1) business day from the date of overnight air courier handling shall be deemed to be the date of service for courier handled notices.

G. NO WAIVER OR MODIFICATION

1. Except as provided in G.2., below, the terms of this Agreement shall not be modified except by an agreement in writing signed by both parties hereto. No waiver by either party of a prior breach or default hereunder shall be deemed a waiver by such party of a subsequent breach or default of a like or similar nature.

2. charterUP may in its discretion, revise or update the terms of this Agreement from time to time for its own commercial purposes. Upon such amendment, charterUP shall make the amended agreement available to Supplier on Supplier's portal on the charterUP platform, and Supplier is responsible for monitoring for amendments to the Agreement. charterUP may, but is not obligated to, inform Supplier of such amendments. Unless required by law, no amendment will become effective until thirty (30) days have passed since the amended agreement was made available to Supplier on the charterUP platform and shall not apply to any Accepted Travel Request or Amended Accepted Travel Request in charterUP's records prior to the effective date of the amendment.

H. TERMINATION

1. The terms of this Agreement are subject to termination by the charterUP after thirty (30) days' written notice of termination, should the Supplier, in charterUP's reasonable opinion, fail, or be unable, to accept or perform the Accepted Travel Requests and/or Amended Accepted Travel Requests in compliance with this Agreement. During such period of notice, charterUP shall have no obligation to proffer any of Supplier's Bid Information to Users and may suspend any payments due to Supplier pending a final accounting.

2. charterUP may terminate this Agreement immediately upon any failure to satisfy the requirements of Subparagraph B.3., above; insolvency or initiation of bankruptcy proceedings (whether voluntary or involuntary) by Supplier, debarment from contracting with any customer, or breach by Supplier of Paragraph C (Obligations of Supplier).

3. This Agreement may be terminated by either party for any reason following ninety (90) days' notice of such termination. During the final thirty (30) days of such notice, charterUP shall have no obligation to proffer any Travel Request to Supplier.

I. NO ASSIGNMENT

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

J. CONFIDENTIALITY

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

K. RELATIONSHIP OF PARTIES

1. Except as provided in this Agreement in Paragraph A (Services of charterUP), this Agreement does not appoint either party as the agent of the other party, or create a partnership or joint venture between the parties.

L. ARBITRATION

1. Any dispute arising under this Agreement or otherwise relating to the Parties' relationship shall be subject to arbitration, and prior to commencing any court action, the Parties agree that they shall arbitrate all such controversies, except as otherwise provided herein.

2. Any arbitration under this Agreement shall be conducted in Atlanta, Georgia, in accordance with the Commercial Arbitration Rules of the American Arbitration Association and the Federal Arbitration Act, 9 U.S.C. § 1, et. seq. The arbitrator shall be authorized to award appropriate relief, including injunctive relief, as well as damages. The arbitrator may also award attorney's fees and costs in accordance with applicable law. The arbitrator's decision shall be binding and conclusive upon the Parties, subject to 9 U.S.C. § 10, and the Parties shall each have the right to have the decision made the judgment of a court of competent jurisdiction. charterUP and Supplier understand that arbitration constitutes the

exclusive means of resolving claims or disputes arising under this Agreement or otherwise relating to their business relationship, and that they are hereby waiving their right to a civil action, including trial by jury, with regard to any such claims or disputes. Notwithstanding the foregoing, either charterUP or Supplier may seek a temporary restraining order or other such interim equitable relief from a court of competent jurisdiction in order to maintain the status quo of any matter subject to arbitration.

3. The Parties understand and agree that each may bring claims in arbitration against the other only in an individual capacity and not on a class, collective action, or representative basis. The Parties understand and agree they are waiving the right to pursue or have a dispute resolved as a plaintiff or class member in any purported class, collective or representative proceeding.

M. GOVERNING LAW

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

N. ENTIRE AGREEMENT

1. This Agreement, and any confidentiality agreement Supplier may have signed pertaining to the Property or Proprietary Subject Matter, shall constitute the entire understanding of the parties with respect to the subject matter of this Agreement, superseding all prior and contemporaneous promises, agreements and understandings, whether written or oral pertaining thereto.

2. Each of the individuals signing below warrant that they are authorized to execute this Agreement on behalf of their respective party.

3. charterUP may modify the terms of this Agreement at any time by giving notice of any such modification, with such modification becoming effective no earlier than such notice; provider, however, that any such modification shall not apply to any Accepted Travel Request, or if applicable, Amended Accepted Travel Request agreed to prior to such notice.

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

ACCEPTED AND AGREED TO:

SUPPLIER:

CHARTERUP

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

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

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

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

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

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

No.	Title of Provision	FAR Clause
1.	Definitions	52.202-1

2.	Security Requirements	52.204-2
3.	Personal Identify Verification of Contractor Personnel	52.204-9
4.	Service Contract Reporting Requirements (subject to the thresholds and contracts types specified in FAR 4.1703)	52.204-14
5.	Service Contract Reporting Requirements for Indefinite Delivery Contracts (subject to the thresholds and contract types specified in FAR 4.1703)	52.204-15
6.	Material Requirements	52.211-5
7.	Alternatives to Government – Unique Standards	52.211-7
8.	Defense Priority and Allocation System (DPAS) Requirements	52.21 1-15
9.	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Commercial Items (DEVIATION) (includes all Statutes or Orders issued)	52.212-5
10.	Terms and Conditions – Simplified Acquisitions (other than Commercial items)	52.213-4
11.	Small Business Program Representations	52.219-1
12.	Post -Award Small Business Program Representation (over \$3000)	52.219-28
13.	Notice to the Government of Labor Disputes	52.222-1
14.	Convict Labor	52.222-3
15.	Child Labor – Cooperation with Authorities and Remedies	52.222-19
16.	Service Contract Act of 1965, as Amended	52.222-41
17.	Combating Trafficking in Persons	52.222-50
18.	Employment Eligibility Verification	52.222-54
19.	Hazardous Material Identification and Material Safety Data – “Government” means “Government and Buyer”	52.223-3
20.	Notice of Radioactive Materials	52.223-7
21.	Ozone Depleting Substances	52.223-11
22.	Energy Efficiency in Energy-Consuming Products	52.223-15
23.	IEEE 1680 Standard for the Environmental Assessment of personal Computer Products	52.223-16
24.	Contractor Policy to Ban Text Messaging While Driving	52.223-18
25.	Privacy Act	52.224-2
26.	Buy American Act – Supplies	52.225-1

27.	Buy American Act Certificate	52.225-2
28.	Trade Agreement	52.225-5
29.	Trade Agreements Certificate	52.225-6
30.	Duty-Free Entry	52.225-8
31.	Restrictions on Certain Foreign Purchases	52.225-13
32.	Place of Manufacturer (applicable to solicitations)	52.225-18
33.	Contractors Performing Private Security Functions Outside the United States	52.225-26
34.	Authorization and Consent – Alternate	52.227-1
35.	Royalty Information	52.227-6
36.	Additional Data Requirements	52.227-16
37.	Refund of Royalties	52.227-9
38.	Filing of Patent Applications – Classified Subject Matter	52.227-10
39.	Patent Rights – Ownership by the Contractor	52.227-11
40.	Rights in Data – General	52.227-14
41.	Commercial Computer Software License	52.227-19
42.	Workers Compensation Insurance (Defense Base Act)	52.228-3
43.	Workers Compensation and War-Hazard Insurance Overseas	52.228-4
44.	Insurance – Work on a Government Installation	52.228-5
45.	Limitation on the Withholding of Payments	52.232-9
46.	Progress Payments	52.232-16
47.	Performance-based Payments	52.232-32
48.	Unenforceability of Unauthorized Obligations	52.232-39
49.	Protest After Award	52.233-3
50.	Applicable Law for Breach of Contract Claim	52.233-4
51.	Industrial Resources Developed Under Defense Production Act Title III	52.234-1
52.	Accident Prevention	52.236-13
53.	Protection of Government Buildings, Equipment, and Vegetation	52.237-2
54.	Privacy or Security Safeguards	52.239-1
55.	Stop Work Order	52.242-15
56.	Government Delay of Work	52.242-17
57.	Changes – Fixed Price Contracts	52.243-1
58.	Competition in Subcontracting	52.244-5
59.	Subcontracts for Commercial Items	52.244-6

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

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

No.	Title of Provision	FAR Clause
1.	Requirement to Inform Employees of Whistleblower Rights	252.203-7002
2.	Disclosure of Information	252.204-7000
3.	Alternate A, Central Contractor Registration	252.204-7004
4.	Alternate A, Annual Representations and Certifications	252.204-7007
5.	Reserved	252.204-7008
6.	Safeguarding Unclassified Uncontrolled Technical Information	252.204-7012
7.	Intent to Furnish Precious Metals as Government-Furnished Material	252.208-7000
8.	Disclosure of ownership of control by a foreign government	252.209-7002
9.	Limitations on Contractors Acting as Lead System Integrators	252.209-7006
10.	Prohibited Financial Interests for Lead System Integrators	252.209-7007
11.	Item Unique Identification and Valuation	252.211-7003
12.	Radio Frequency Identification	252.211-7006
13.	Reporting of Government Furnished Equipment in DoD Item Unique Identification (IUID) Registry	252.211-7007
14.	Contract Terms and Conditions required to implement statutes or Executive Orders applicable to Defense acquisitions of commercial items	252.212-7001

15.	Pricing Adjustments	252.215-7000
16.	Cost Estimating System Requirements	252.215-7002
17.	Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel (applicable to Award Fee Orders only)	252.216-7004
18.	Restrictions on Employment of Personnel	252.222-7000
19.	Hazard Warning Labels (fill in State where this purchase order will be performed)	252.223-7001
20.	Safety Precautions for Ammunition and Explosives	252.223-7002
21.	Change in Place of Performance – Ammunition and Explosives	252.223-7003
22.	Drug-Free Work Force	252.223-7004
23.	Prohibition on Storage and Disposal of Toxic and Hazardous Materials	252.223-7006
24.	Safeguarding Sensitive Conventional Arms, Ammunition and Explosives	252.223-7007
25.	Prohibition of Hexavalent Chromium	252.223-7008
26.	Buy American Act – Balance of Payments Program Certificate	252.225-7000
27.	Buy American Act and Balance of Payments Program	252.225-7001
28.	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies	252.225-7007
29.	Restriction on Acquisition of Specialty Metals (prime contracts at \$150K or more requiring delivery of specialty metals as end items)	252.225-7008
30.	Restriction on Acquisition of Certain Articles Containing Specialty Metals (prime contracts at \$150K or more; excludes para (d); see other exceptions; and compliance to 10 USC §2533(b))	252.225-7009
31.	Commercial Derivative Military Article – Specialty Metals Compliance Certificate (prime contracts at \$150K or more, see clause for exceptions)	252.225-7010
32.	Duty Free Entry	252.225-7013

33.	Restriction on Acquisition of Hand or Measuring Tools (prime contracts at \$ 150K or more and both the prime contract and subcontract are for the acquisition of hand or measuring tools either commercial or non-commercial as prime end items)	252.225-7015
34.	Restriction on Acquisition of Ball and Roller Bearings	252.225-7016
35.	Restriction on Acquisition of Foreign Anchor and Mooring Chain	252.225-7019
36.	Trade Agreements Certificate	252.225-7020
37.	Trade Agreements	252.225-7021
38.	Trade Agreements Certificate – Inclusion of Iraqi End Products	252.225-7022
39.	Restriction on the Acquisition of Forgings	252.225-7025
40.	Restriction on Contingent Fees for Foreign Military Sales (blank is filled in “zero”)	252.225-7027
41.	Exclusionary Policies and Procedures of Foreign Governments	252.225-7028
42.	Restriction on Acquisition of Carbon Alloy and Armor Steel Plate	252.225-7030
43.	Secondary Arab Boycott of Israel	252.225-7031
44.	Buy American Act – Free Trade Agreements – Balance of Payments Program Cert.	252.225-7035
45.	Buy American Act – Free Trade Agreements – Balance of Payments Program	252.225-7036
46.	Contractor personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States	252.225-7040
47.	Antiterrorism Protection Policy for Defense Contractors Outside the U.S.	252.225-7043
48.	Balance of Payments Program – Construction Material	252-225-7044
49.	Balance of Payments Program- Construction Material Under Trade Agreements	252-225-7045
50.	Exports By Approved Community Members in Response to the Solicitation	252.225-7046
51.	Export by Approved Community Members in Performance of the Contract	252.225-7047
52.	Export Controlled Items	252.225-7048

53.	Preference for Certain Domestic Commodities (prime contracts at \$150K or more for the acquisition of food, clothing, or cloth materials)	252.225-7012
54.	Rights in Technical Data – Noncommercial Items	252.227-7013
55.	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	252.227-7014
56.	Technical Data – Commercial Items	252.227-7015
57.	Rights in Bid or Proposal Information	252.227-7016
58.	Identification and Assertion of Use, Release, or Disclosure Restrictions	252.227-7017
59.	Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program	252.227-7018
60.	Validation of Asserted Restrictions – Computer Software	252.227-7019
61.	Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends	252.227-7025
62.	Delivery of Technical Data or Computer Software	252.227-7026
63.	Deferred Ordering of Technical Data or Computer Software	252.227-7027
64.	Technical Data or Computer Software Previously Delivered to the Government	252.227-7028
65.	Technical Data—Withholding of Payment	252.227-7030
66.	Rights in Shop Drawings	252.227-7033
67.	Validation of Restrictive Markings on Technical Data	252.227-7037
68.	Patent Rights – Ownership by the Contractor	252.227-7038
69.	Patents – Reporting of Subject Inventions	252.227-7039
70.	Ground and Flight Risk	252.228-7001
71.	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles	252.228-7005
72.	Reporting of Foreign Taxes – U.S. Assistance Programs	252.229-7011
73.	Supplemental Cost Principles (first tier subcontractors only)	252.231-7000
74.	Frequency Authorization	252.235-7003

75.	Frequency Authorization (ALT I)	252.235-7003
76.	Protection of Human Subjects	252.235-7004
77.	Requirement for Competition Opportunity for American Steel Producers, Fabricators And Manufacturers (For Construction Subcontracts)	252.236-7013
78.	Training for Contract personnel Interacting with Detainees	252.237-7019
79.	Continuation of Essential Contractor Services	252.237-7023
80.	Notice of Continuation of Essential Contractor Services	252.237-7024
81.	Protection Against Compromising Emanations	252.239-7000
82.	Information Assurance Contractor Training and Certification	252.239-7001
83.	Telecommunications Security Equipment, Devices, Techniques, and Services	252.239-7016
84.	Supply Chain Risk	252.239-7018
85.	Pricing of Contract Modifications	252.243-7001
86.	Subcontracts for Commercial Items and Commercial Components (DoD contracts)	252.244-7000
87.	Tagging, Labeling, and Marking Government Furnished Property	252.245-7001
88.	Reporting Loss of Government Property	252-245-7002
89.	Material Inspection and Receiving Report	252.246-7000
90.	Warranty of Data.	252.246-7001
91.	Notification of Potential Safety Issues	252.246-7003
92.	Safety of Facilities, Infrastructure, and Equipment for Military Operations	252.246-7004
93.	Warranty Tracking of Serialized Items	252.246-7006
94.	Contractor Counterfeit Electronic Part Detection and Avoidance System	252.246-7007
95.	Sources of Electronic Parts	252.246-7008
96.	Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer	252.247-7003

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

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

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

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

No.	Title of Provision	FAR Clause
1.	Certificate of Independent Price Determination	52.203-2
2.	Gratuities	52.203-3
3.	Covenants Against Contingent Fees	52.203-5
4.	Restrictions on Subcontractor Sales to the Government	52.203-6
5.	Anti-Kickback Procedures (less paragraph (c) (1))	52.203-7
6.	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	52.203-8
7.	Price or Fee Adjustment for Illegal or Improper Activities	52.203-10
8.	Limitation on Payments to Influence Certain Federal Transactions	52.203-12
9.	Preventing Personal Conflicts of Interest for Contractor Employees Performing Acquisition Functions	52.203-16

10.	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights	52.203-17
11.	Women-Owned Business (Other than Small Business)	52.204-5
12.	Audit and Records – Negotiation	52.215-2
13.	Integrity of Units Prices	52.215-14
14.	Utilization of Small Business Concerns	52.219-8
15.	Contract Work Hours and Safety Standards Act – Overtime Compensation	52.222-4
16.	Non-displacement of Qualified Workers (Service Contracts)	52.222-17
17.	Equal Opportunity for Veterans (\$100K)	52.222-35
18.	Employment Reports Veterans (\$100K)	52.222-37
19.	Compliance with Veterans’ Employment Reporting Requirements	52.222-38
20.	Drug-Free Workplace	52.223-6
21.	Estimate of Percentage of Recovered Material Content for EPA-Designated Products	52.223-9
22.	Notice and Assistance Regarding Patent and Copyright Infringement	52.227-2
23.	Federal, State, and Local Taxes	52.229-3
24.	Bankruptcy	52.242-13
25.	Change Order Accounting	52.243-6
26.	Subcontracts (paragraphs (h) notice to Secure Components, and (i) only apply)	52.244-2
27.	Inspection of Supplies, Fixed Price Contracts	52.246-2
28.	Inspection of Services, Fixed Price Contracts	52.246-4
29.	Responsibility for Supplies	52.246-16
30.	Value Engineering	52.248-1
31.	Termination for Convenience of the Government (Fixed-Price) – “Government: shall mean “Buyer”. In paragraph (c) the term “120 days” is changed to “60 days.” The term “one year” in Paragraph (e) is changed to “six months.” The term “90 days in paragraph (1) is changed to “forty-five days,” per 49.502(e)	52.249-2
32.	Default (Fixed Price Supply and Service)	52-249-8

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

No.	Title of Provision	FAR Clause
1.	Prohibition on persons convicted of Fraud or other Defense – Contract related felonies	252.203-7001
2.	Disclosure of ownership or control by the government of a Terrorist Country	252.209-7001
3.	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country	252.209-7004
4.	Requests for Equitable Adjustment	252.209-7004
5.	Contractor Purchasing System Administration (Basic) (if 52.244-2 applies)	252.244-7001
6.	Contractor Purchasing System Administration (Alternate 1) (if 252.246-7007 applies)	252.244-7001
7.	Representation of Extent of Transportation by Sea	252.247-7022
8.	Transportation of Supplies by Sea	252.247-7023
9.	Notification of Transportation of Supplies by Sea	252.247-7024
10.	Notification of Anticipated Contract Termination or Reduction	252.249-7002