

CharterUP Preferred Partnership Agreement

CHARTERUP TERMS OF SERVICE

These terms of service constitute a legally binding agreement (the “Agreement”) between CharterUp, LLC (“charterUP,” “we,” “us,” “our”) and you (“you,” 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 (the “charterUP Platform”).

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, 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 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). Such Bid Information for other Providers 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. If the User chooses you, charterUP will notify you 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 an automatic

notification to User of Supplier's decision not to submit a Proposal. Should the User accept the 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 the 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 ("CoachRail") to supply Availability Information the ("CoachRail Account") and to use the CoachRail mobile application. charterUP makes no representation or warranties whatsoever about CoachRail or the CoachRail mobile application. Each Supplier may only create one account with CoachRail and charterUP, and we reserve the right to deactivate any additional or duplicate accounts. 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 and/or under the terms and conditions of the agreement with CoachRail, or a breach of any such agreement by you, will relieve charterUP from any obligation to provide any service to you pursuant to this Agreement. The charterUP Platform and CoachRail Account may only be used by persons who have the right and authority to enter into this Agreement and are fully able and competent to satisfy the terms, conditions, and obligations herein. The charterUP Platform is not available to Suppliers who have had their charterUP or CoachRail accounts temporarily or permanently deactivated. You may not allow other persons to use your account with us or CoachRail, and you agree that you are the sole authorized user of your account.

3. charterUP shall, during such times as such is available from charterUP for other Providers, provide Supplier with services and certain intellectual property as described herein s that must be used in accordance with the instructions provided by charterUP by assigned drivers while providing transportation services pursuant to this Agreement. All mobile application such as the CoachRail mobile application must be pursuant to a valid up to date license and 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 objectionable 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 used as 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, we may, at our option, allow Supplier 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 technology, websites and other 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, 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 CoachRail 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 of User confirmation, 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%). Provided, however, that should User submit a complaint regarding Supplier, any and all payments may be suspended until resolution of the complaint. . Should Supplier's driver not utilize the CoachRail 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 Providers 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. At charterUP's sole discretion, Supplier agrees charterUP may, at charterUP's sole cost and expense, develop, deploy, and hereafter maintain and hereinafter own a microsite marketing Supplier's transportation services, trademarks, servicemarks, images and other rights and made available pursuant to this Agreement ("Supplier Microsite") and for other Suppliers from time to time. If such Supplier Microsite is developed, deployed, and maintained, Supplier's Bid Information may contain a link to the Supplier Microsite in lieu of Supplier's own website, if any. The Supplier Microsite may contain such

information, logos, design, images, contact information, functionality, and so forth of Supplier or otherwise as charterUP may determine, and to the extent such functionality is enabled, direct any Travel Request made through the Supplier Microsite, to Supplier through the procedure described in A.1., above. CharterUP has the right at any time and from time to time to add and or edit content, including, but not limited to, marketing language from time to time. as it determines in its discretion, to help promote the Supplier's business on the Supplier Microsite, and elsewhere, including, but not limited to, the world wide web ecosystem. Supplier further agrees that charterUP may in its sole discretion perform such search engine optimization as it determines reasonable in its own sole discretion so as to improve the page ranking of such Supplier Microsite in search results, even if such activities result in a ranking higher than Supplier's own website. During and after the term of this Agreement, Supplier shall not malign or otherwise make negative public communications regarding such Supplier Microsite or any other charterUP or Supplier Microsite; provided, that nothing contained herein prohibits Supplier from requesting confidentiality to charterUP that changes by made to such Supplier Microsite. All rights and interests of any kind in the Supplier Microsite shall remain solely with charterUP and shall not be deemed "work for hire" or otherwise under applicable trademark law.

10. Supplier agrees to maintain the utmost high level of standard of service and safety to provide quality service to charterUP and its customers. Provider agrees to have more than 95% of trips tracked in accordance with charterUp's requirements for the entirety of each trip. Provider agrees to have less than 3% trip cancellation in a calendar year. If these standards are not met at any time, provider may, among other things, lose preferred partnership status with charterUP.

B. REPRESENTATIONS AND WARRANTIES AND AGREEMENTS 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.3., 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 effect.

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 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. In addition, Supplier warrants that all agreements with the Government of the United States and the Department of Defense will include the mandatory clauses as identified in Appendix A.

8. Supplier warrants that its vehicles are in good operating condition and

meets the industry safety standards and all applicable statutory and state department of motor vehicle requirements for a vehicle of its kind; and any and all applicable safety recalls have been remedied per manufacturer instructions.

9. Supplier and its drivers will not engage in reckless behavior while driving, drive unsafely, operate a vehicle that is unsafe to drive, permit an unauthorized third party to accompany a driver in the vehicle while providing any services hereunder, drive while under the influence of alcohol or drugs, or take action that harms or threatens to harm the safety of the Users, charterUP and its employees, subsidiaries and affiliates or third parties.

10. Supplier will only provide services hereunder using vehicles that have been reported to charterUP.

11. Supplier will not, while providing the services hereunder, operate as a public or common carrier or bus or charter service, accept street hails, charge for rides (except as expressly provided in this Agreement), demand that a User pay in any format other than through the charterUP Platform, or accept any other form of payment from the User, or engage in any other activity in a manner that is inconsistent with your obligations under this Agreement.

12. Supplier will not attempt to defraud charterUP or Users on the charterUP Platform or in connection with your provision of services hereunder. If we suspect that you have engaged in fraudulent activity of any kind we may withhold applicable payments for Accepted Travel Requests or other fees due to it and take any other action against you available under the law.

13. Supplier will not discriminate against Users with disabilities and agree to review charterUP's Anti-Discrimination Policies, as may be in effect from time to time. Supplier will make responsible accommodation as required by law and our Service Animal Policy and Wheelchair Policy, as may be in effect from time to time, for Users who travel with their service animals or who use wheelchairs (or other mobility devices) that can be folded for safe and secure storage in the bus storage compartments.

14. Supplier agrees that we may obtain information about Supplier and its drivers, including criminal and driving records, and Supplier agrees to provide any further necessary authorizations to facilitate our access to such records during the term of the Agreement.

15. Supplier will promptly pay all applicable federal, state and local taxes based on your provision of services under this Agreement and any payments received by it.

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, 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 its CoachRail Account, CoachRail mobile application and scheduling portal to schedule all 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 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:

- Use vehicles that are not older (as measured from date of first use by any owner) than 15 years or have more than 1,000,000 miles of use;
- Use only buses, mini-buses, or other vehicles that carry at least nine (9) passengers plus the driver;

c. 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;

d. 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, and all vehicles will be driven only by drivers possessing and driving under a valid commercial driver's license;

e. Maintain a drug and alcohol program in accordance with the Drug-Free Workplace Act of 1988;

f. 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;

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 Supplier'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 CoachRail 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.

4. Throughout the term of this Agreement and for two (2) years thereafter, 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 with evidence of such provided in writing to charterUP shall be promptly provided from time to time and on request by charterUP:

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

owned, non-owned and 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 state and federal laws during the term of this Agreement, and 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. Supplier must use its best efforts to honor all Accepted Travel Requests. In the event of an emergency, Supplier may cancel the Accepted Travel Request provided that (i) Supplier gives sufficient advance notice of the cancellation to charterUP, and (ii) Supplier provides charterUP with a valid reason for cancellation. If Supplier cancels more than two (2) Accepted Travel Requests per calendar year, Supplier must immediately pay charterUP \$300.00 per motor

vehicle per cancellation. However, in any event, if any one or more cancellations results in a loss of a trip equal to \$3,000 or more, Supplier must immediately pay charterUP the entire cost of the trip plus any damages caused by such cancellation by Supplier to the User. Should Supplier fail to arrive at a pickup point within one (1) hour of the scheduled time, Supplier shall immediately reimburse charterUP a fee of \$500.00 per motor vehicle. Supplier acknowledges that such fees are to reimburse charterUP for its time and 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 fees, and Supplier shall execute such documents and provide such permissions as requested from time to time by charterUP. Such fees 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 and may be deducted and or set-off at any time from any other amounts due to Supplier hereunder or otherwise by charterUP or its subsidiaries or affiliates.

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, directly or indirectly in any geographic service area which it performed services hereunder, (i) 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 or (ii) provide transportation services to or for any User which Supplier had contact with or provided services to pursuant to this Agreement. Should Supplier violate this provision of the Agreement, charterUp may terminate its obligations under this Agreement immediately, including, without limitation, delivery of Travel Requests, and may terminate any Accepted Travel Request or, if applicable, Amended Accepted Travel Request. Any payments due Supplier under the Agreement any provision of this Agreement or any damages to charterUP 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. 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., scheduled 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 as described or referencing in any way charterUP in accordance with C.16, 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 directly or indirectly 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 (48) 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.

d. If CharterUP's customer contacts the Supplier for any information or any additions, modifications, price changes or new trips, the Supplier must immediately direct them to contact CharterUP via phone and email below.

CharterUP email: support@charterup.com

CharterUP phone: 1-855-920-2287

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 (URL), 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. Supplier will not and will not encourage others to disparage or otherwise denigrate CharterUp and/or the services it provides. Neither you nor anyone acting on your behalf will publish, post, or otherwise release any material in written or electronic format, make speeches, gain interviews, or make public statements that mention charterUP, its operations, clients, employees, products, or services without the prior written consent of charterUP, except as may be otherwise required by federal, state, or local statute, regulation, ordinance, or court order.

11. Supplier at all times covenants and agrees that you and your drivers, employees, contractors and agents will not:

- a. impersonate any person or entity including, but not limited to charterUP or any User;
- b. stalk, threaten, or otherwise harass any person, or carry any weapons;
- c. violate any law, statute, rule, permit, ordinance or regulation;
- d. interfere with or disrupt the charterUP Platform or the servers or networks connected to the charterUP Platform or CoachRail Account or

CoachRail mobile application;

e. post information or interact on the charterUP Platform or CoachRail Account in a manner which is fraudulent, libelous, abusive, obscene, profane, sexually oriented, harassing, or illegal;

f. use the charterUP Platform in any way that infringes upon charterUP's rights or any third party's rights, including: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;

g. post, email or otherwise transmit any malicious code, files or programs designed to interrupt, damage, destroy or limit the functionality of the charterUP or any computer software or hardware or telecommunications equipment or surreptitiously intercept or expropriate any system, data or personal information;

h. forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the charterUP Platform;

i. "frame" or "mirror" any part of the charterUP Platform, without our prior written authorization or use meta tags or code or other devices containing any reference to us in order to direct any person to any other web site for any purpose;

j. modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the charterUP Platform or CoachRail Account or CoachRail mobile application;

k. rent, lease, lend, sell, redistribute, license or sublicense the charterUP Platform or access to any portion of the charterUP Platform;

l. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, scrape, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the charterUP Platform or its contents;

m. link directly or indirectly to any other web sites;

n. transfer or sell your charterUP or CoachRail account, password and/or identification, or any other charterUP or User's Information to any other party;

o. discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation;

p. publish or communicate to any person or entity Disparaging (as defined herein) remarks, comments or statements concerning any User, Supplier, charterUP, CoachRail or any of their subsidiaries or affiliates, officer, directors, members or shareholders or the CoachRail mobile application. "Disparaging" remarks, comments, or statements are those that impugn the character, honesty, integrity, morality, or business acumen or abilities in connection with any aspect of the operation of the business of any of the foregoing persons and entities. Nothing stated herein bars Supplier from participating in any proceeding by or before the Equal

Employment Opportunity Commission or other governmental agency to the extent permitted by law, but Supplier cannot recover any relief or other remedy from that or any other proceeding related to any cause or matter settled or waived pursuant to this Agreement; and

q. cause or assist directly or indirectly any third party to engage in the restricted activities above.

12. 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.

13. 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.

14. 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.

15. Supplier represents that its performance of all the terms of this Agreement does not and will not breach any agreement between it and any other employer, customer, person or entity. Supplier has not entered into, and agrees that it will not enter into, any agreement either written or oral in conflict herewith. Supplier agrees that it will not engage in any other activities that conflict with its obligations herein.

16. The provisions of this Paragraph 16 only apply to those Providers who have been offered and have elected Partner status:

a. Supplier shall apply charterUP-branded and supplied bus wrap (a/k/a wrap advertising) to at least forty percent (40%), rounded down to a full motor coach, of its motor coach fleet (e.g., if 40% of the motor coach fleet would result in 4.5 motor coaches, only 4 coaches must be wrapped); provided, however, that if Supplier has been offered and selected Partner Level 1 status, Supplier is not required to meet the minimum number of wrapped buses. Within fifteen (15) days of commencement of this Agreement, Supplier shall provide the year, make, and modal of each motor coach to be wrapped, and charterUP shall provide at its cost the wrap for each such motor coach. Within sixty (60) days of delivery of such wrap, the Supplier's motor coaches shall be wrapped at charterUP's expense at such location(s), time(s), and date(s) as reasonably required by charterUP, which times and dates shall not unreasonably interfere with Supplier's operations.

b. Supplier shall not be responsible for normal wear and tear of the

wrap, but shall otherwise be responsible for maintaining, repairing, or replacing, all at its sole expense in a clean, undamaged and professional manner, any damage beyond normal wear and tear. Supplier shall immediately notify charterUP when the wrap, due to normal wear and tear, no longer meets the industry standard for quality motor coach services and cooperate in having such wrap replaced at charterUP's expense.

c. When utilizing a charterUP-branded, wrapped bus, for any purpose other than the performance of an Accepted Travel Request and/or an Amended Accepted Travel Request, Supplier shall at all times comply with the provisions of this Agreement. Supplier may not utilize a charterUP-branded, wrapped bus for any customer not chartering the entire bus or for any customer reselling any seat or space in such bus. Supplier shall also take all commercially reasonable steps not to harm or otherwise damage charterUP's reputation.

d. Should Supplier fail to meet the requirements of sub-paragraph a. or b., above, in order to compensate charterUP for the cost of providing the wrap and/or the loss of brand marketing and/or the reputational damage, which damages are not easily determined, Supplier shall compensate charterUP at the rate of ten thousand dollars and no cents (\$10,000.00) per bus for each twelve (12) month period of noncompliance, in addition to any other damages, rights or remedies available to charterUP hereunder

e. Except for the bus wrap as described herein, legally required information, and Supplier's name as provided in 16.a. above, Supplier may place no names, logos, designs, messages, words, or advertisement on a charterUP-wrapped bus without charterUP's advance permission. charterUP may, at its option, place advertisement(s) on such bus under mutually acceptable terms.

f. Should Supplier have been offered, Supplier may utilize the charterUP logo and marks, i.e., the Property as defined in D.1. below, on its website and marketing materials during the term of this Agreement.

g. Upon termination of this Agreement for any reason at any time Supplier shall immediately completely remove at its sole cost and expense any and all bus wrap, charterUP trademarks logo and other intellectual property and materials and any and all references to charterUP and provide evidence of the same to charterUP.

D. USE OF CHARTERUP'S MARKS

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

The "Proprietary Subject Matter" consists of artwork and other distinctive creative elements derived from the property entitled "charterUP", (the "Property"), including the trademarks, tradenames, service marks, logos, symbols, copyrights,

designs, websites and web addresses (URLs) and other proprietary marks of charterUP related thereto.

2. Only when providing services under this Agreement and/or otherwise providing authorized services in association with the charterUP name, Supplier 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. Except as provided in C.16.f above, Supplier may not use Proprietary Subject Matter in any marketing, advertising, or other business development activities.

3. Supplier's use of the Proprietary Subject Matter shall inure exclusively to the benefit of charterUP, and Supplier shall not acquire any rights whatsoever therein by virtue of its use thereof. Supplier 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. Supplier'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 Supplier, and the goodwill pertaining thereto, ("Collateral Materials") shall be and at all times remain in the name of charterUP. 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 charterUP promptly upon creation without any further action by any party hereto. All Collateral Materials shall be prepared by an employee-for-hire of Supplier under Supplier's sole supervision, responsibility and monetary obligation. If third parties who are not employees of Supplier contribute to the creation of the Collateral Materials, Supplier 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 charterUP. Supplier 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).

5. Supplier agrees that it will not: (a) create any materials that use the Proprietary Subject Matter or any derivatives as a trademark, service mark, trade name or trade dress, other than as expressly approved by charterUP in writing; (b) use the Proprietary Subject Matter in any way that tends to impair their validity as proprietary trademarks, service marks, trade names or trade dress, or use the Proprietary Subject Matter other than in accordance with the terms, conditions

and restrictions herein; (c) take any other action that would jeopardize or impair charterUP's rights as owner of the Proprietary Subject Matter or the legality and/or enforceability of the Proprietary Subject Matter, including, challenging or opposing charterUP's ownership in the Proprietary Subject Matter; (d) apply for trademark registration or renewal of trademark registration of any of the Proprietary Subject Matter, any derivative of the Proprietary Subject Matter, any combination of the Proprietary Subject Matter and any other name, or any trademark, service mark, trade name, symbol or word which is similar to the Proprietary Subject Matter; or (e) use the Proprietary Subject Matter on or in connection with any product, service or activity that is in violation of any law, statute, government regulation or standard.

6. Supplier will not rent, lease, lend, sell, or otherwise redistribute the Proprietary Subject Matter, sell, distribute, purchase, or display counterfeit/inauthentic Proprietary Subject Matter from any source other than directly from charterUP.

7. Violation of any provision of this Agreement may result in immediate termination of the License, in charterUP's sole discretion, a takedown request sent to the appropriate ISP, or social media platform, and/or a Uniform Domain-Name Dispute-Resolution Policy Proceeding (or equivalent proceeding). If you create any materials (physical or digital) bearing the Proprietary Subject Matter (in violation of this Agreement or otherwise), you agree that upon their creation charterUP exclusively owns all right, title and interest in and to such materials, including any modifications to the Proprietary Subject Matter or derivative works based on the Proprietary Subject Matter. You further agree to assign any interest or right you may have in such materials to charterUP, and to provide information and execute any documents as reasonably requested by charterUP to enable charterUP to formalize such assignment.

8. charterUP respects the intellectual property of others, and expects Suppliers to do the same. If you believe, in good faith, that any materials on the charterUP Platform infringes upon your copyrights.

E. INDEMNIFICATION

1. You will defend, indemnify, and hold charterUP including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders harmless from any claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of the charterUP Platform, CoachRail Account, or participation in the services hereunder, including: (a) your breach of this the CoachRail mobile application, the Agreement or the documents it incorporates by reference; (b) your violation of any law or the rights of a third party, including Users, other Providers, motorists, passengers, and pedestrians, as a result of your own interaction with such third party; (c) any allegation that any materials that you submit to us or transmit through the charterUP Platform

infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; (d) your ownership, use or operation of a the Selected Vehicle or any motor vehicle or passenger vehicle, including your provision of services hereunder as a Supplier; and/or (e) any other activities in connection with the services hereunder. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

2. In no event will charterUP, including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders (collectively “charterUP ” for purposes of this section), be liable to you for any incidental, special, exemplary, punitive, consequential, or indirect damages (including damages for deletion, corruption, loss of data, loss of programs, failure to store any information or other content maintained or transmitted by the charterUP Platform, service interruptions, or for the cost of procurement of substitute services) arising out of or in connection with the charterUP Platform, the services or this Agreement, however arising including negligence, even if we or our agents or representatives know or have been advised of the possibility of such damages.

F. NOTICES

1. All notices, demands, or waivers hereunder shall be given in writing by first class mail with return receipt, hand delivery, or nationally recognized overnight carrier and 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 delivery shall be deemed to be three (3) business days from the date of service for mailed notices, and one (1) business day from the date of overnight carrier notices.

G. MODIFICATION AND WAIVER

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 reserves the right and may in its discretion, at any time or from time to time, revise or update the terms of this Agreement for its own commercial purposes. Upon such amendment, charterUP shall make the amended agreement available to Supplier, and Supplier is responsible for monitoring for amendments

to the Agreement. charterUP will provide Supplier with notice of such amendments. Unless required by law, any such amendments or modifications shall become effective upon posting. Continued use of the charterUP Platform or services hereunder after any such changes shall constitute your consent to such changes. CharterUP reserves the right at any time to modify or revise any information on pages referenced in any hyperlinks herein and such modifications and or revisions shall become effective upon posting.

H. TERM AND TERMINATION

1. The term of this Agreement is for a period of one (1) year. Unless terminated as provided herein, the Agreement will automatically renew for successive one (1) year terms.

2. This Agreement is subject to termination by 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. Notwithstanding anything contained herein to the contrary, this Agreement may be terminated at any time by charterUP in the event of a breach (as determined by charterUP in its sole discretion) by Supplier of this Agreement or any other agreement with charterUP or its subsidiaries or affiliates, including but not limited to any agreement with CoachRail or the CoachRail Account.

3. charterUP may also terminate this Agreement immediately upon any failure of Supplier, in the sole opinion of charterUP, 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).

4. After a period of one (1) year from the execution of this Agreement, should Supplier not receive an Accepted Travel Request within any rolling six (6) month period, Supplier may terminate the Agreement by providing charterUP with ninety (90) days' advance written notice of such termination. Any or all pending trips by Supplier at the time of such notice of termination or any notice of termination otherwise provided by charterUP pursuant to this Agreement may be terminated and reassigned by charterUP at its sole discretion.

I. ASSIGNMENT

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

You agree not to use any technical, financial, strategic and other proprietary and confidential information relating to charterUP's business, operations and properties, information about a User made available to you in connection with such User's use of the charterUP's Platform (which may include, but not be limited to, the User's name, pick-up location, contact and payment information and photo or the Travel Information, Travel Requests, and Accepted Travel Requests disclosed to you by charterUP ("Confidential Information") for your own use or for any purpose other than as contemplated herein. You shall not disclose or permit disclosure of any Confidential Information to third parties, and you agree not to store separate and outside of the charterUP Platform any User information obtained from the charterUP Platform. As a Supplier, you understand that some of Travel Information you receive may be protected by federal and/or state confidentiality laws, such as the Health Information Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy and security of protected (patient) health information. In the event that you know a User, you should not disclose to anyone the identity of the User or the location that you picked up, or dropped of the User as this could violate HIPAA or other applicable laws. You understand that any violation of the Agreement's confidentiality provisions may violate HIPAA or state confidentiality laws and could result in civil or criminal penalties against you and termination of this Agreement, among other things. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of charterUP in order to prevent it from falling into the public domain. Notwithstanding the above, you shall not have liability to charterUP with regard to any Confidential Information which you can prove: was in the public domain at the time it was disclosed by charterUP or has entered the public domain through no fault of yours; was known to you, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; is disclosed with the prior written approval of charterUP; becomes known to you, without restriction, from a source other than charterUP or this Agreement and otherwise not in violation of charterUP's rights; or is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that you shall provide prompt notice of such court order or requirement to charterUP to enable charterUP to seek a protective order or otherwise prevent or restrict such disclosure.

K. RELATIONSHIP OF PARTIES

1. As a Supplier on the charterUP Platform, you acknowledge and agree that you and charterUP are in a direct business relationship, and the relationship

between the parties under this Agreement is solely that of independent contracting parties. You and charterUP expressly agree that (a) this is not an employment agreement and does not create an employment relationship between you and charterUP; and (b) no joint venture, franchisor- franchisee, partnership, or agency relationship is intended or created by this Agreement. You have no authority to bind charterUP, and you undertake not to hold yourself out as an employee, agent or authorized representative of charterUP.

2. charterUP does not, and shall not be deemed to, direct or control you generally or in your performance under this Agreement specifically, including in connection with your provision of transportation services as described herein, your acts or omissions, or your operation and maintenance of your vehicles. You retain the sole right to determine when, where, and under as described herein how long you will utilize the charterUP Platform. You retain the option to accept or to decline or ignore a Travel Request via the charterUP Platform, or to cancel any Accepted Travel Request via the charterUP Platform, subject to charterUP's then-current cancellation policies. With the exception of any signage required by law or permit/license rules or requirements or as part of this agreement, as the case may be, charterUP shall have no right to require you to: (a) display charterUP's names, logos or colors on your vehicle(s); or (b) wear a uniform or any other clothing displaying charterUP's names, logos or colors. You acknowledge and agree that except as provided herein, you have complete discretion to provide transportation or otherwise engage in other business or employment activities.

L. ARBITRATION

1. 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. Notwithstanding anything contained to the contrary herein, charterUP may elect in its sole discretion to: (i) pursue a temporary restraining order or injunctive relief or other equitable remedies against Supplier for any breach of this Agreement or (ii) initiate or bring Supplier into any action by or involving a third party, User or other Provider; in either case in the State or Federal courts located in Atlanta, Georgia or any other jurisdiction as determined by charterUP in its sole discretion. The parties hereto irrevocably submit to the jurisdiction of said courts and waive any rights to object to or challenge the appropriateness of said forums. Service of process shall be in accordance with the laws of the State of Georgia.

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. Supplier understands that arbitration constitutes the exclusive means of resolving Supplier's claims or disputes arising under this Agreement or otherwise relating to Supplier's business relationship with charterUP, and that Supplier is hereby waiving its right to a civil action, including trial by jury, with regard to any such claims or disputes by Supplier.

3. The parties understand and agree that each may bring claims in arbitration against the other only in an individual capacity and 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

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.

N. ENTIRE AGREEMENT

1. This Agreement, and the CoachRail Agreement, 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. Supplier acknowledges and agrees that each agreement and covenant set forth herein constitutes a separate agreement independently supported by good and adequate consideration and that each such agreement shall be severable from the other provisions of this Agreement and shall survive this Agreement. Supplier understands and agrees that this Agreement is to be enforced to the fullest extent permitted by law. Accordingly, if a court of competent jurisdiction determines that the scope and/or operation of any section of this Agreement, including but not limited to, Sections C.8 and 9 is too broad to be enforced as written, charterUP and Supplier intend that the court should reform such provision to such narrower scope and/or operation as it determines to be enforceable, provided, however, that such reformation applies only with respect to the operation of such provision in the particular jurisdiction with respect to which such determination was made. If, however, any section of this Agreement, including, but not limited to, Sections C. 8 and 9; is held to be illegal, invalid, or unenforceable under present or future law,

and not subject to reformation, then (i) such provision shall be fully severable, (ii) this Agreement shall be construed and enforced as if such provision was never a part of this Agreement, and (iii) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance.

O. DISCLAIMERS

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

charterUP does not provide transportation services, and charterUP is not a transportation carrier. charterUP is not a common carrier or public carrier. It is up to Supplier to provide an Accepted Travel Request, whether or not to offer a Proposal to a User contacted through the charterUP Platform, and it is up to the User to decide whether or not to accept the Proposal from the Supplier contacted through the charterUP Platform. We cannot ensure that a User will complete an arranged transportation service. hereunder.

The charterUP Platform is provided on an “as is” basis and without any warranty or condition, express, implied or statutory. We do not guarantee and do not promise any specific results from use of the charterUP Platform and/or the services, including the ability to provide or receive a Travel Request at any given location or time. To the fullest extent permitted by law, we specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

We do not warrant that your use of the charterUP Platform or any services will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error-free, or will meet your requirements, that any defects in the charterUP Platform will be corrected, or that the charterUP Platform is free of viruses or other harmful components. We disclaim liability for, and no warranty is made with respect to, connectivity and availability of the charterUP Platform or services. You agree to charterUP’s privacy policy on the company website.

We cannot guarantee or assume any responsibility whatsoever that each User is who he or she claims to be. Please use common sense when using the charterUP Platform and services, or make sure it is the same individual you see in person. Please note that there are also risks of dealing with underage persons or people acting under false pretense, and we do not accept responsibility or liability for any content, communication or other use or access of the charterUP Platform by persons under the age of 18. We encourage you to communicate directly with each potential User prior to engaging in an arranged transportation service.

charterUP is not responsible for the conduct, whether online or offline, of any User of the charterUP Platform or services. You are solely responsible for your interactions with other Users. We do not procure insurance for, nor are we responsible for, personal belongings left in the bus by Users. By using the charterUP Platform and participating in the services, you agree to accept such risks and agree that charterUP is not responsible for the acts or omissions of Users on the

charterUP Platform or participating in the services.

You are responsible for the use of your charterUP account and CoachRail Account and CoachRail mobile application and charterUP expressly disclaims any liability arising from the use and or unauthorized use of such accounts. Should you suspect that any unauthorized party may be using your accounts or you suspect any other breach of security, you agree to notify us immediately.

It is possible for others to obtain information about you that you provide, publish or post to or through the charterUP Platform (including any profile information you provide), send to other Users or Providers, or share during the services, and to use such information to harass or harm you. We are not responsible for the use of any personal information that you disclose to other Users or Providers on the charterUP Platform or through the services. Please carefully select the type of information that you post on the charterUP Platform or through the CoachRail Account or release to others. We disclaim all liability, regardless of the form of action, for the acts or omissions of other Users or Suppliers (including unauthorized users, or “hackers”).

Opinions, advice, statements, offers, or other information or content concerning charterUP or made available through the charterUP Platform, but not directly by us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. Under no circumstances will we be responsible for any loss or damage resulting from your reliance on information or other content posted by third parties, whether on the charterUP Platform or otherwise. We reserve the right, but we have no obligation, to monitor the materials posted on the charterUP Platform and remove any such material that in our sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users or Suppliers or others.

Location data provided by the charterUP Platform is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither charterUP, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data tracked or displayed by the charterUP Platform. Any of your information, including geolocational data, you upload, provide, or post on the charterUP Platform may be accessible to charterUP and certain Users or Providers of the charterUP Platform.

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

This paragraph applies to any version of the charterUP Platform that you acquire from the Apple App Store. This Agreement is entered into between you and charterUP. Apple, Inc. (“Apple”) is not a party to this Agreement and shall have no obligations with respect to the charterUP Platform. charterUP, not Apple, is solely responsible for the charterUP Platform and the content thereof as set forth hereunder. However, Apple and Apple’s subsidiaries are third party beneficiaries of this Agreement. Upon your acceptance of this Agreement, Apple shall have the

right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof. This Agreement incorporates by reference [Apple's Licensed Application End User License Agreement](#), for purposes of which, you are "the end-user." In the event of a conflict in the terms of the Licensed Application End User License Agreement and this Agreement, the terms of this Agreement shall control.

As a Supplier, you may be able to use Google Maps while using the charterUP application. In either case, you agree that Google may collect your location data when the charterUP application is running in order to provide and improve Google's services, that such data may also be shared with charterUP in order to improve its operations, and that Google's [terms](#) and [privacy_policy](#) will apply to this usage.

By clicking "Yes, I agree", 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 and that Supplier is legally competent and in good standing in order to enter into this Agreement. This Agreement shall not be binding upon charterUP until fully signed and delivered.

ACCEPTED AND AGREED TO:

SUPPLIER:

CHARTERUP

By: _____
As an Officer and Individually.

Title: _____

Date: _____

Address:

By: _____

Title: _____

Date: _____