791 PURCHASING COOPERATIVE AND VENDOR AGREEMENT

Between **Via Transportation, Inc.**
(Company Name)

with the principal place of business at

114 Fifth Avenue, Floors 16 and 17, New York, NY 10011

and

791 Purchasing Cooperative
For
RFP #791_2023_09_002 Mobility As A Service and Solutions, including but not limited to Vehicle Leasing, Vehicle Acquisition, Vanpool Programs, Mobility As A Service Providers, Rideshare Services and Demand Response, Transportation Network Companies, Shared Mobility Services including Bikeshare and Scooters, and other Mobility Solutions.

General Information

The Vendor Agreement ("Agreement") made and entered into by and between 791 PURCHASING COOPERATIVE (hereinafter referred to as "791COOP") a government cooperative purchasing program authorized by the Central Texas Council of Governments, having its principal place of business 2180 North Main Street, Belton, TX 76513 and ***Via Transportation, Inc., for and on behalf of any applicable affiliates and subsidiaries***(hereinafter referred to as "Vendor"), a provider having its principal place of business as listed at the top of page one. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions agreed with the applicable subsidiary of Vendor , any agreed upon amendments, as well as all of the sections of the Solicitation (RFP, RCSP, RFQ) as posted, including any addenda and the awarded vendor's proposal.

The following pages will constitute the Agreement between the successful vendors(s) and 791 PURCHASING COOPERATIVE.

Terms and Conditions

1. **Assignment of Vendor Agreement**
No assignment of the Vendor Agreement may be made without the prior written approval of 791 PURCHASING COOPERATIVE. A simple change of name agreement will not change the Agreement obligations of the awarded vendor.

2. **791 PURCHASING COOPERATIVE Contract**
The 791 PURCHASING COOPERATIVE Contract is the final negotiated version of the Vendor's contract that was submitted as part of the **RFP #791_2023_09_002 Mobility As A Service and Solutions**. The provider (s) and negotiated with 791 PURCHASING COOPERATIVE. The 791 PURCHASING COOPERATIVE Contract will govern all aspects of a sale for Products and/or Services between the Vendor and a 791 PURCHASING COOPERATIVE Participant. 791 PURCHASING COOPERATIVE recognizes that a 791 PURCHASING COOPERATIVE Participant may, in agreement with Vendor, make modifications to the 791 PURCHASING COOPERATIVE Contract to reflect the specific needs of the 791 PURCHASING COOPERATIVE Participant. This modified form will still be referred to as the 791 PURCHASING COOPERATIVE Contract.

Vendor may only use the 791 PURCHASING COOPERATIVE Contract with 791 PURCHASING COOPERATIVE Participants who have agreed to purchase products and services from Vendor through the 791 PURCHASING COOPERATIVE preferred supplier program. If a 791 PURCHASING COOPERATIVE Participant solicits proposals for Products and/or Services under this agreement from Vendor directly and has specifically provided notice that they will not be using 791 PURCHASING COOPERATIVE as their contract vehicle through the 791 PURCHASING COOPERATIVE preferred supplier program, Vendor cannot use the 791 PURCHASING COOPERATIVE Contract to serve the 791 PURCHASING COOPERATIVE Participant. For the avoidance of doubt, if a vendor and a 791 PURCHASING COOPERATIVE Participant, execute a 791 PURCHASING COOPERATIVE Purchase or Products and/or Services under this agreement, the vendor will be obligated to pay 791 PURCHASING COOPERATIVE the participation fee.

To further clarify, the vendor may sell to a 791 PURCHASING COOPERATIVE participant or potential 791 PURCHASING COOPERATIVE participants, which is any governmental or other public entity in Texas through the 791 PURCHASING COOPERATIVE preferred supplier program. If a potential customer is not currently a 791 PURCHASING COOPERATIVE participant, they may join 791 PURCHASING COOPERATIVE by contacting 791 PURCHASING COOPERATIVE at admin@791COOP.org. Awarded vendors are not restricted from responding to any Texas entity that issued a Request for Proposals and has chosen not to use the 791 PURCHASING COOPERATIVE interlocal cooperative method of procurement.

If you identify a Texas public or governmental entity that wants to make a purchase and use a cooperative or interlocal contract and is not a current 791 PURCHASING COOPERATIVE Participant, please have them call the number provided above or email the address above so 791 PURCHASING COOPERATIVE may contact the entity to provide all applicable information.

791 PURCHASING COOPERATIVE will provide awarded vendor's participants packets for this purpose upon request.

ANY AGREEMENT BETWEEN A 791 PURCHASING COOPERATIVE PARTICIPANT AND VENDOR THAT REQUIRES THE 791 PURCHASING COOPERATIVE PARTICIPANT TO INDEMNIFY ANY OTHER PARTY,

EXCEPT TO THE EXTENT PERMITTED BY THE APPLICABLE CONSTITUTION, LAWS, OR REGULATIONS OF THE JURISDICTION OF THE LOCATION OF THE 791 PURCHASING COOPERATIVE PARTICIPANT OR THE LOCATION OF THE PERFORMANCE OF THE CONTRACT UNDER THIS AGREEMENT, IS NOT PERMITTED UNDER THIS AGREEMENT AND RENDERS THE INDEMNITY REQUIREMENT NULL AND VOID AS IT APPLIES TO THE 791 PURCHASING COOPERATIVE PARTICIPANT'S RESPONSIBILITY TO INDEMNIFY ANY PARTY.

3. Disclosures

a) Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Agreement.

b) Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with 791 PURCHASING COOPERATIVE under a 791 PURCHASING COOPERATIVE Agreement if Vendor feels that such possible conflicts of interest exist. If you believe there is a conflict of interest as described in the form CIQ instruction sheet contained in this RFP, please complete and submit the form CIQ provided as instructed.

c) The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

4. Renewal of Agreements

The Agreement with 791 PURCHASING COOPERATIVE is for a five (5) year term with three (3) one (1) year options. Any extension of the initial term will be agreed to in writing between 791 PURCHASING COOPERATIVE and Vendor. Nothing herein shall require either party to agree to an extension of the initial term.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with 791 PURCHASING COOPERATIVE Participants Resulting from the Solicitation and with the Vendor Named in this Agreement.

NO AGREEMENT FOR GOODS OR SERVICES WITH A 791 PURCHASING COOPERATIVE PARTICIPANT BY THE AWARDED VENDOR NAMED IN THIS AGREEMENT THAT RESULTS FROM THE SOLICITATION AWARD NAMED IN THIS AGREEMENT MAY INCORPORATE AN AUTOMATIC RENEWAL CLAUSE WITH WHICH THE 791 PURCHASING COOPERATIVE PARTICIPANT MUST COMPLY. ALL RENEWAL TERMS INCORPORATED IN AN AGREEMENT BY THE VENDOR WITH THE 791 PURCHASING COOPERATIVE PARTICIPANT SHALL ONLY BE VALID AND ENFORCEABLE WHEN THE VENDOR RECEIVES WRITTEN CONFIRMATION BY PURCHASE ORDER OR EXECUTED AGREEMENT ISSUED BY THE 791 PURCHASING COOPERATIVE PARTICIPANT FOR ANY RENEWAL PERIOD. THE PURPOSE OF THIS CLAUSE IS TO AVOID A 791 PURCHASING COOPERATIVE PARTICIPANT INADVERTENTLY RENEWING AN AGREEMENT DURING A PERIOD IN WHICH THE GOVERNING BODY OF THE 791 PURCHASING COOPERATIVE PARTICIPANT HAS NOT PROPERLY APPROPRIATED AND BUDGETED THE FUNDS TO SATISFY THE AGREEMENT RENEWAL. THIS TERM IS NOT NEGOTIABLE AND ANY AGREEMENT BETWEEN A 791 PURCHASING COOPERATIVE PARTICIPANT AND A 791 PURCHASING COOPERATIVE AWARDED VENDOR WITH AN AUTOMATIC RENEWAL CLAUSE THAT CONFLICTS WITH THESE TERMS IS RENDERED VOID AND UNENFORCEABLE AS TO THE AUTOMATIC RENEWAL CLAUSE.

5. Invoices

Vendor is responsible for the invoicing and collection of all funds due from a 791 PURCHASING COOPERATIVE Participant to the Vendor.

6. Participant Payments

791 PURCHASING COOPERATIVE Participants will make payments directly to the Vendor for all funds owed as provided for in the 791 PURCHASING COOPERATIVE Contract.

7. Pricing

The price Vendor will charge a 791 PURCHASING COOPERATIVE Participant will be defined in the 791 PURCHASING COOPERATIVE Contract and determined at the time Vendor and a 791 PURCHASING COOPERATIVE Participant makes purchases through this 791 PURCHASING COOPERATIVE Contract. The price Vendor charges a 791 PURCHASING COOPERATIVE Participant will include the 791 PURCHASING COOPERATIVE annual participation fee.

At no time during the initial term or extended term of this Agreement shall the price charged to a 791 PURCHASING COOPERATIVE Participant the contracted price **RFP #791_2023_09_002 Mobility As A Service and Solutions**.

Language similar to the following will be added to the Representations Section of the Vendor's 791 PURCHASING **RFP #791_2023_09_002 Mobility As A Service and Solutions**:

> "Seller represents that this Agreement, pursuant to the award to (insert vendor's name) as a result of the 791 PURCHASING COOPERATIVE **RFP #791_2023_09_002 Mobility As A Service and Solutions**, complies with the terms and conditions contained in a separate Purchasing agreement between Seller and 791 PURCHASING COOPERATIVE Participants."

8. Participation Fees

Vendor agrees to pay 791 PURCHASING COOPERATIVE agrees to pay the participation fee, **1.00%** Sales Admin Fee.

a) The first fee is a **1.00%** percent annual participation fee for all Agreement sales to 791 PURCHASING COOPERATIVE Participants utilizing a 791 PURCHASING COOPERATIVE awarded the contract. The participation fee will be the total dollars derived from **1.00** % of total sales volume through this program to 791 PURCHASING COOPERATIVE participants. The participation fee will be included in quotes and invoices between the awarded vendor and 791 PURCHASING COOPERATIVE Participants.

b) <u>The 791 PURCHASING COOPERATIVE participation fee will not be a provided as a separate line item to the 791 PURCHASING COOPERATIVE Participant.</u> Vendor will remit the participation fee to 791 PURCHASING COOPERATIVE within thirty (30) business days of receipt of the payment for Purchases made under this agreement, which includes the annual participation fee, from the 791 PURCHASING COOPERATIVE Participant. Failure to pay the participation fee will result in termination of Agreement and 791 PURCHASING COOPERATIVE reserves the right to take any action under the law or equity for any breach of contract.

c) Prior to delivering a quote to a 791 PURCHASING COOPERATIVE Participant, the awarded vendor(s) will calculate the administrative fee for 791 PURCHASING COOPERATIVE to be included in the quote.

9. Administrative Participation Fee

791COOP establishes a fee for each solicitation for proposals that is in the best interest of 791COOP and its participants.

10. Sales Reporting Procedures for Vendor

Vendor will report any sale under this contract that is made to a 791 PURCHASING COOPERATIVE Participant with the Vendor on a monthly basis. Thus, any order entered in a particular month shall report within thirty (30) business days of the 791 PURCHASING COOPERATIVE Participant issuing a Purchase Order or otherwise purchasing from the vendor under this contract.

11. Adoption of Agreement by State or Federal Agencies

Awarded Vendors may present this agreement to State agencies for adoption by the State. Vendor may agree to pay an additional fee to the State Agency. The Awarded Vendor shall continue to pay the Participation fee to 791 Purchasing Cooperative and report these sales to 791 Purchasing Cooperative. Failure for the Awarded Vendor to comply with this section of the agreement will result the in Awarded Vendor being in breach of the agreement and having their agreement with 791 Purchasing Cooperative terminated for cause.

Furthermore, Awarded Vendor may present this agreement to Federal Government Agencies who may adopt this agreement. . Participation fees shall continue to be paid and sales reported to 791 Purchasing Cooperative, even if a fee is paid to the approving Federal Agency. Failure for the Awarded Vendor to comply with this section of the agreement will result in the Awarded Vendor being in breach of this agreement and having their agreement with 791 Purchasing Cooperative terminated for cause.

12. Indemnity

Vendor agrees to indemnify and hold harmless and defend 791 PURCHASING COOPERATIVE, 791 PURCHASING COOPERATIVE officers and employees, from and against all third-party claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's grossly negligent or intentionally wrongful performance of this Agreement or sales made to 791 PURCHASING COOPERATIVE Participants under this agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of grossly negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, unless such claims are based in whole upon the negligent acts or omissions of the 791 PURCHASING COOPERATIVE, 791 PURCHASING COOPERATIVE officers, employees, or agents. If based in part upon the negligent acts or omissions of the 791 PURCHASING COOPERATIVE, 791 PURCHASING COOPERATIVE officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

Notwithstanding anything to the contrary in this Agreement, in no event will either party be liable to the other party for any incidental, indirect, special, consequential or punitive damages. The maximum liability of Vendor in connection with this Agreement will not exceed the fees paid or payable by the applicable 791 PURCHASING COOPERATIVE Participant to the Vendor during the twelve (12) months preceding the act, omission or occurrence giving rise to such liability.

13. State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171, Tax Code.

14. Miscellaneous:

Nothing in the Agreement or in any other communication between 791 PURCHASING COOPERATIVE and the Vendor may be construed as a guarantee that 791 PURCHASING COOPERATIVE Participants will purchase items and services under this contract from the Vendor at any time.

15. Termination:

Contract shall terminate at the end of the agreement or at the end of any contract extensions. Either party may terminate for breach of contract which would include bankruptcy, or due to continued failure to perform the terms in this agreement. Prior to exercising termination for breach, the non-breaching party must provide notice by certified mail to provide the other party 30 days to solve the stated problems. However, if this agreement is terminated prior to the end date of the initial term or the end date of an agreed to extension term, any 791 PURCHASING COOPERATIVE Purchase Contract entered into between Vendor and a 791 PURCHASING COOPERATIVE Participant shall survive and will not be terminated. Upon termination of this agreement between 791 PURCHASING COOPERATIVE and the Vendor, this agreement shall survive only insofar as to govern all surviving 791 PURCHASING COOPERATIVE Contracts between the Vendor and 791 PURCHASING COOPERATIVE Participants. Termination for convenience is required under 2 CFR part 200; provided however, that this Agreement and any 791 PURCHASING COOPERATIVE Purchase Contract may only be terminated for convenience after the first twelve (12) months of the applicable contract term, following thirty (30) days prior written notice. Vendor shall be paid for all services performed through the date of termination.

16. Marketing

Awarded vendor agrees to allow 791 PURCHASING COOPERATIVE to use their name and logo within the 791 PURCHASING COOPERATIVE website, marketing materials and advertisement. Vendor may use the 791 PURCHASING COOPERATIVE name and logo in marketing the 791 PURCHASING COOPERATIVE Contract to 791 PURCHASING COOPERATIVE Participants or other Texas government or public entities.

17. Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

18. Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by any 791 PURCHASING COOPERATIVE Participant that utilizes this Agreement. 791 PURCHASING COOPERATIVE reserves the right to audit the accounting for a period of four (4) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of four (4) years from the effective date of termination. 791 PURCHASING COOPERATIVE shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by 791 PURCHASING COOPERATIVE. 791 PURCHASING COOPERATIVE shall bear the cost of such audit requested by 791 PURCHASING COOPERATIVE, but all documents maintained by the vendor shall be produced and made available to 791 PURCHASING COOPERATIVE or its agents at no cost.

19. Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and cause of Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. **This Clause includes COVID-19 which is a Declared Pandemic and any future Declared Pandemics.**

20. Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the 791 PURCHASING COOPERATIVE to a binding arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, be subject to mediation at the request of either party. Non-binding mediation shall be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Tom Green County, Texas. Agreements reached in mediation shall be reduced to writing, and signed shall thereafter be enforceable as provided by the laws of the State of Texas.

21. Choice of Law

This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

22. Jurisdiction (Venue) and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction shall be brought to a court of competent jurisdiction in Bexar County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary, and freely bargained agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world.

23. Alternative Dispute Resolution

Prior to the filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if non-binding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venues shall be at a location in Tom Green County, Texas, or agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.

24. Reserved.

.

25. Contract Governance

Any contract made or entered into by 791 PURCHASING COOPERATIVE is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, **The Central Texas Council of Governments, as the Lead Agency for** 791 PURCHASING COOPERATIVE does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

26. Supplemental Agreements

The 791 PURCHASING COOPERATIVE Participant entity participating in the 791 PURCHASING COOPERATIVE Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. 791 PURCHASING COOPERATIVE, its agents, 791 PURCHASING COOPERATIVE Participants, and employees shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a vendor submitting a Proposal requires 791 PURCHASING COOPERATIVE and/or 791 PURCHASING COOPERATIVE Participant to sign an additional agreement, those agreements shall comply with the award made by 791 PURCHASING COOPERATIVE to the Vendor. Supplemental Vendor's Agreement documents may not become part of 791 PURCHASING COOPERATIVE's Agreement with the vendor unless and until an authorized representative of 791 PURCHASING COOPERATIVE reviews and approves it. 791 PURCHASING COOPERATIVE permits 791 PURCHASING COOPERATIVE Participants to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's 791 PURCHASING COOPERATIVE Agreement.

27. Survival Clause

All applicable agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and 791 PURCHASING COOPERATIVE or the 791 PURCHASING COOPERATIVE Participant Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by 791 PURCHASING COOPERATIVE or a 791 PURCHASING COOPERATIVE Participant and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

28. Smoking

Persons working under Agreement shall adhere to the 791 PURCHASING COOPERATIVE Participant's or local smoking statutes, codes or policies.

29. Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

30. Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. 791 PURCHASING COOPERATIVE and its Participants reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

31. 791 PURCHASING COOPERATIVE Participant Purchasing Procedures

Purchase orders or their equal are issued by participating 791 PURCHASING COOPERATIVE Participant to the awarded vendor and should indicate on the order that the purchase is per the applicable 791 PURCHASING COOPERATIVE Agreement number. Orders are typically emailed to 791 PURCHASING COOPERATIVE at admin@791COOP.org

a) Awarded vendor delivers goods/services directly to the participating participant.

b) Awarded vendor invoices the participating 791 PURCHASING COOPERATIVE Participant directly.

c) Awarded vendor receives payment directly from the participating participant.

d) Awarded vendor reports sales monthly to 791 PURCHASING COOPERATIVE (unless prior arrangements have been made with 791 PURCHASING COOPERATIVE for an alternative submission schedule).

32. Incorporation of Solicitation

The 791 Purchasing Cooperative Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

33. Registered Felony Convictions and sex offender restrictions

For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the 791Purchasing Cooperative Participant. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the 791 Purchasing Cooperative Participant's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

34. Safety measures

Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

35. Insurance Requirements

a) **Contractor's Commercial General Liability Insurance**—Contractor shall purchase and maintain such insurance as will protect him from claims for damages because of bodily injury, sickness, or disease, or death of any person including claims insured by standard personal injury liability, and from claims for injury to or destruction of tangible property, including loss of use resulting there from, any or all of which may arise out of or result from Contractor's operations under the Contract Documents, whether such operations be by himself or anyone directly or indirectly employed by him or for whose acts they may be legally liable. This insurance shall include the types and specific coverages herein described and be written for not less than any limits of liability specified in these Documents or required by law, whichever is greater. Insurance must include coverage for independent contractors, products/completed operations, contractual liability, broad form property damage, and personal injury.

b) **Contractor's Automobile Liability Insurance**—Contractor shall purchase and maintain such insurance as will protect him from claims for damages because of bodily injury, sickness, disease or death of any person, including claims insured by standard personal injury coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting there from, any or all of which may arise out of or result from the use of all owned, non-owned, or hired, automobile, vehicles, and other equipment both on and off work, arising from or in any way related to or as the result of Contractor's operations under the Agreement, whether such operations be by the Contractor or anyone directly or indirectly employed by him or for whose acts any of them may be legally liable.

c) **Contractor's Workers' Compensation and Employer's Liability Coverage**—The Contractor shall comply with the provisions of the Workers' Compensation Act, the subsequent Injury Act, and Contractor shall procure and maintain during the life of this Contract Workers' Compensation and Employer's Liability Insurance in accordance with Texas laws and regulations. Such insurance shall include coverage permitted for safety devices. If the Contractor elects to be self-insured, he shall comply with the applicable requirements and laws of Texas. CTCOG, its officers, or employees will not be responsible for any claims or actions occasioned by the failure of the Contractor to comply with the provisions of this paragraph.

If any class of employee is not protected under the Workers' Compensation Statute, the Contractor shall provide adequate employer's liability coverage as will protect him and the University against any claims resulting from injuries to and death of workers engaged in work under this contract.

d) **Coverage limits**—Insurance coverage limits required to be carried by the Contractor under this Section shall be as follows:

1. Commercial General Liability Insurance and Commercial Automobile Liability Insurance limits of coverage shall be the limits established by Texas Claims Act or a Combined Single Limit coverage of $1,000,000.

2. Contractor's Workers' Compensation - coverage shall be those established by applicable statutes. Employer's liability coverages shall be the limits established by the State of Texas or $1,000,000.

3. Umbrella Liability Insurance: Liability on a following form basis with a limit $1,000,000 per occurrence in excess of all primary limits.

e) **All proposals shall include a valid Certificate of Liability Insurance showing CTCOG, 791 Purchasing Cooperative and individual 791 Purchasing Cooperative participants (if requested) as a certificate holder.**

f) To protect the 791 Purchasing Cooperative, 791 Purchasing Cooperative Participants and their employees against liability, loss, or expense in the event of damage to property, injury, or death to any person or persons arising in any way out of or in connection with or resulting from the work provided hereunder, Vendor shall procure and maintain, at its sole expense and until acceptance of the work, insurance as hereinafter enumerated in policies which shall be subject to the 791 Purchasing Cooperative's approval as to form, amount and issuing company. Amounts listed are a minimum.

36. Intellectual Property. All intellectual property rights of any type in and to the Via Solution and all of their derivative works and improvements are owned by and are proprietary to Vendor. Unless otherwise agreed in a supplemental agreement, the parties acknowledge and agree that Vendor will not custom develop any intellectual property for the 791 PURCHASING COOPERATIVE or any 791 PURCHASING COOPERATIVE Participant.

[SIGNATURE PAGE IMMEDIATELY FOLLOWING]

791 PURCHASING COOPERATIVE and VENDOR AGREEMENT

Signature Form

RFP #791_2023_09_002 Mobility As A Service and Solutions

Vendor:

Company Name Via Transportation, Inc.

Address 114 5th Ave, 17th Floor

City New York State NY Zip 10011

Phone 888-501-7511 Fax

Name of Authorized Representative

Title CEO Date 12/12/2023

Email of Authorized Representative:

Signature of Authorized Representative DocuSigned by: Daniel Ramot 303672EB61FC446... (Required)

791 PURCHASING COOPERATIVE:

Authorized Representative Signature:

Name Jeffrey Shokrian

Title Ceo

Email Jeff@791Coop.org

Address 115 Natalen Ave

City San Antonio, TX 78209 State Zip

Phone 210 757 3775 Fax

Date 12/13/2023