

VENDOR AGREEMENT

This Vendor Agreement (the “Agreement”) is made effective as of April 1, 2022 (the “Effective Date”) between RATP Dev USA, Inc. d/b/a SunTran (“RATP Dev”), having an office at 3800 Sandshell Drive, Fort Worth, TX, 76137, and Marion Senior Services, Inc. d/b/a Marion Transit the Community Transportation Coordinator for Marion County (“Vendor”), a Florida corporation, with an office at 1101 SW 20th Court, Ocala, Florida 34471, each individually referred to as a Party or collectively as the Parties.

In consideration of the mutual promises set forth in this Agreement, it is agreed by and between RATP Dev and Vendor as follows:

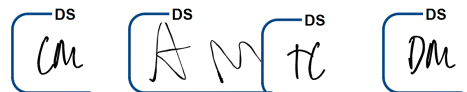
A. Description of Services

The City of Ocala acting in its oversight capacity for SunTran has determined public transit services including ADA paratransit complementary service is needed for the area and the City of Ocala has contracted with RATP Dev to provide advisory and management services. RATP Dev has made the determination to contract with the Vendor to provide the Services as described in Schedule A.

Vendor recognizes and agrees that timely performance of the Services is required under this Agreement. Vendor shall dedicate a sufficient number of qualified personnel to perform the Services with vigorous due diligence and expediency in accordance with sound professional practices and its commitments, obligations, and duties hereunder in order to meet the commencement and completion dates and any performance guarantees set forth in this Agreement or any task or change orders issued by RATP Dev under this Agreement. RATP Dev at no time guarantees a minimum commitment for these Services.

B. Term and Termination

- (1) This Agreement shall commence upon the Effective Date and shall continue thereafter till October 17, 2024 (the “End Date”). Either Party may cancel this agreement at any time with (60) sixty days advance written notice.
- (2) Either Party may terminate the Agreement for cause, including issues related to service delivery, after providing notice of breach and an opportunity to cure. The Party receiving the cure notice will have 30 days from receipt of notice to cure the deficiency in the performance. If the Vendor is terminated for poor performance or lack of performance, RATP Dev reserves the right to claim from the Vendor any transition, penalty and re-procurements costs (including the losses resulting from re-procurement from another contractor) incurred as a result of the termination.
- (3) In the event of any early termination, RATP Dev’s financial obligation to Vendor will be limited to the Services delivered in accordance with this Agreement through the date of termination. Unless specifically agreed to in writing, Vendor will not be entitled to any wind down charges or other termination charges. No termination of this Agreement will release either party from any liability or obligation under this Agreement arising on or prior to the date of termination that according to its terms is intended to survive termination, including without limitation the requirements of Sections D, E, F, I, O, and Q.



C. Relationship of the Parties

It is expressly understood that Vendor will operate as an independent contractor to RATP Dev. As such, Vendor shall direct its own work practices and methods, use its own equipment and materials, shall engage its own employees, and may have multiple clients. Vendor shall be solely responsible for any and all costs or expenses that it may incur in the performance of its obligations under this Agreement. Nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. Because this Agreement does not create an employment relationship, Vendor is not entitled to participate in any compensation or benefit plans of RATP Dev. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party. Vendor is responsible for any employment obligations with respect to Vendor employees, including but not limited to workers compensation, tax withholdings, benefits, etc. Vendor is responsible for labor relations for its employees. Vendor is also responsible for managing its personnel.

D. Confidentiality

- (1) Vendor acknowledges that, as a result of this Agreement, Vendor may have access to Confidential Information, and that RATP Dev will continue to make Confidential Information available to Vendor during the term of, and as additional consideration for, this Agreement.
- (2) The Receiving Party acknowledges the economic value of the Disclosing Party's Confidential Information. The Receiving Party shall (a) use the Confidential Information only in connection with performing under this Agreement; (b) restrict disclosure of the Confidential Information to only those employees and contractors of the Receiving Party and its affiliates with a "need-to-know" and not disclose it to any other person or entity, including any regulatory agencies, without the prior written consent of the Disclosing Party; (c) advise those employees or subcontractors who access the Confidential Information of their obligations with respect thereto; and (d) copy the Confidential Information only as necessary for those employees, subcontractors who are entitled to receive it. A "need-to-know" means that the employee or subcontractor requires the Confidential Information to perform their responsibilities in connection with this Agreement and to otherwise enforce this Agreement. The Receiving Party shall be responsible for any disclosure of Confidential Information by its employees or subcontractors.
- (3) The Receiving Party shall not remove, overprint, or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of Confidential Information.
- (4) At the termination of the Agreement or at any time upon written request from the Disclosing Party, the Receiving Party shall promptly return to the appropriate Disclosing Party all documents, media or other property provided by the Disclosing Party and destroy all copies or extracts thereof. If at any time during the term of this Agreement or thereafter, the Receiving Party wishes to sell any one of its computers or word processors or other similar device with which any of the Confidential Information was used, the Receiving Party shall ensure all data on such device is securely destroyed and along with any Confidential Information therein.
- (5) "Confidential Information" means any and all non-public confidential, proprietary, or competitively sensitive information disclosed by a Party (the "Disclosing Party") to the other Party

(the "Receiving Party"), whether disclosed electronically, orally, or in writing on whatsoever medium, whether or not marked or designated "confidential," including but not limited to, all technical, scientific, financial, business, manufacturing, marketing or commercial information or data, such as, for example, drawings, drafts, sketches, plans, prices, descriptions, specifications, measurements, measurement or test results, calculations, know-how, procedures, samples, programs, studies, analyses, methods, findings, publications, commercial techniques, business plans, marketing strategies, special demands or requirements of particular RATP Dev customers, industrial knowledge, and information covered by Section E of this Agreement. Confidential Information includes information developed or derived by Receiving Party from Confidential Information and may include third party (e.g., RATP Dev customer) information in a Disclosing Party's custody. This Agreement and the Purpose shall be Confidential Information.

Confidential Information as defined herein shall not include information that:

- (a) is in the public domain or becomes a part of the public domain through no act, fault or omission of the Receiving Party;
- (b) is communicated to the Receiving Party by a third party who is free of any obligation of confidentiality to the Disclosing Party; or
- (c) is independently developed by the Receiving Party outside of its performance of this Agreement or without access to or use of any Confidential Information.

This Confidential Information definition is intended to be as broad as legally enforceable. For the removal of any doubt, if a Receiving Party is in question as to whether information is intended to be confidential, or whether the information fits within the exceptions below, the Receiving Party shall make inquiry of the Disclosing Party for clarification.

- (6) Should a Party receive a subpoena, investigative demand, court order, or other legal process requiring disclosure of Confidential Information, the Receiving Party will notify the Disclosing Party prior to any such disclosure so that the Disclosing Party may seek a protective order. Receiving Party will disclose only that portion of the Confidential Information that it is legally required to disclose and shall take reasonable steps to prevent public disclosure of the Confidential Information.
- (7) The provisions of this Section shall survive the termination of this Agreement and shall continue thereafter.

E. Intellectual Property and Patents

- (1) Vendor agrees that the use of any data produced or delivered under the terms of the Agreement including, but not limited to, engineering drawings and associated lists, specifications, process sheets and technical reports, shall be governed by the provisions of 35 U.S.C. § 200, et seq. In addition, the Vendor agrees that it will not publish such data without the written consent of RATP Dev and, if appropriate, the Federal Government.
- (2) Vendor warrants that the Products, Services, or any component of the Products or Services will not misappropriate, infringe upon, or violate any patent, copyright, trademark, trade secret, or property right of any third party, and there are no pending or threatened claims, litigation or other proceedings against Vendor based on an alleged violation of such intellectual property. Vendor shall defend, save harmless and indemnify RATP Dev from and against all third party claims costs,

expenses and damages, including attorney fees and legal costs, which any of them shall incur or be obligated to pay by reason of any such infringement or claim of infringement.

F. Relief from Breach

It is understood that any breach of Sections D and E of this Agreement may cause irreparable harm to RATP Dev and that money damages alone may not prove an adequate remedy. Vendor therefore agrees injunctive relief is an appropriate remedy for any such breach, or threatened breach, of the Agreement, including without limitation an action for specific performance, regardless of the availability of any other relief. Vendor further expressly waives any requirement for RATP Dev to post a bond in connection with any of the relief specified in this paragraph, or, in the event such a bond is required, expressly agrees that a bond in the amount of \$500.00 shall be sufficient.

G. Liens and Claims from Labor/Material Furnished

Vendor shall deliver the Services to RATP Dev free from all claims and liens. Vendor shall ensure that all subcontractors and other persons who furnish labor, services, or materials in connection with the Services are paid promptly. If Vendor fails to do so, RATP Dev may pay and discharge any such lien or claim and deduct the amount paid from any amounts that may be or become payable to Vendor, even if there is a dispute between Vendor and the subcontractor or person asserting the claim or lien. Provider shall indemnify and defend RATP Dev against any loss or damage RATP Dev may suffer or become liable for in connection with any claim or lien.

H. Vendor and Third Party Safety on RATP Dev Property

- (1) Vendor fully realizes that its presence on property occupied by RATP Dev involves danger and risk to Vendor and to its employees, agents, and representatives, including the possibility of injury or death and damage to or loss of its property. Vendor also realizes that its presence may be a cause of damage to other or to the property of RATP Dev.
- (2) Olanrewaju Adelekan, RATP Dev is designated as the “RATP Dev Contact Person” under this Agreement. RATP Dev will notify Vendor in writing of any change in the name, address or phone number of the Contact Person (or of any alternate RATP Dev Contact Person available to Provider during temporary absences of the RATP Dev Contact Person). If there are any changes in Vendor’s office address or phone numbers, Vendor shall promptly furnish this updated information to the Contact Person.
- (3) RATP Dev Senior Vice President, Blake Vaughn, is designated as the “Safety Contact” for the purpose of safety-related information and situations associated with this Agreement. RATP Dev will notify Vendor in writing of any change in the name, address or phone number of the Safety Contact (or of any alternate Safety Contact available to Provider during temporary absences of the Safety Contact). If there are any changes in Provider’s office address or phone numbers, Provider shall promptly furnish this updated information to the Safety Contact.
- (4) Entering RATP Dev Property: If Vendor has satisfied all of the requirements stated in this Agreement, Vendor, its employees, subcontractors, and/or agents may enter RATP Dev property during regular business hours to perform the Services. Vendor acknowledges that RATP Dev property is a secure environment upon which RATP Dev has valuable business assets and non-

public business information that is not for release to the general public. Vendor shall ensure that its employees, subcontractors, and agents only access RATP Dev property for the purpose of performing the Services. In the event of an emergency or any other situation requiring Vendor's services on RATP Dev property outside regular business hours, Vendor shall make entry arrangements through the Safety Contact or Contact Person.

- a. Vendor shall conduct periodic inspections of its employees, subcontractors, and agents. Vendor shall promptly correct any hazards that may affect Vendor's employees, subcontractors, or agents, and Vendor shall implement an effective system for this purpose.
 - b. The RATP Dev Contact Person or his/her designee may advise Vendor or Vendor's work site supervisor that an employee, subcontractor, or agent of Vendor is working in an unsafe manner or may potentially work in an unsafe manner, in which event, Vendor's work site supervisor shall cause such person to leave the work site and RATP Dev's property. Vendor shall indemnify and hold harmless RATP Dev for all claims in any related to the removal of any employee, subcontractor or agent of Vendor from the work site and RATP Dev's property for safety reasons. If an employee, agent, or subcontractor of Vendor violates any RATP Dev safety requirement, Vendor shall apply and document appropriate corrective action and provide a copy of this documentation to the Safety Contact before such employee, subcontractor, or agent of Vendor may return to RATP Dev property.
 - c. In the absence of Vendor's superintendent, RATP Dev may stop the Services if any employee, subcontractor, or agent of Vendor fails to comply with the requirements stated in this Agreement, fails to comply with regulatory requirements, or fails to perform work in a workmanlike manner and in accordance with standard customs and procedures in the industry.
- (5) Personal Injury Reporting: Vendor shall report any personal injury sustained by Vendor or its employees, subcontractors, agents, or invitees while on RATP Dev property immediately (by phone if unable to contact in person) to the RATP Dev Contact in charge. Vendor shall complete and provide to RATP Dev a written report of the injury no later than the close of shift on the date of the injury. The written report shall consist of the party who suffered the injury, who else was involved, the location of the incident, the time of the incident, an explanation of the causes of the injury and a description of the steps Vendor will take to prevent future injury or incident.
- (6) Protection against property damage/personal injury: Vendor shall use care and vigilance to secure the work location and avoid injury to persons or property. Vendor shall furnish and maintain, without expense to RATP Dev, passageways, guard-fences, lights, signs, and other facilities and means for protection of persons in the vicinity of Vendor's work or Services.

I. Release of Liability and Indemnity

- (1) Vendor shall fully indemnify RATP Dev for any liquidated damages incurred due to Vendor's non-performance or underperformance of its obligations under this Agreement. Amounts due for liquidated damages for a given month will be withheld from periodic payments owed to Vendor and reconciled on a quarterly basis. RATP Dev will make its best efforts to provide Vendor notice of any such liquidated damages before withholding them from payment.

- (2) Vendor shall release, indemnify, and hold harmless RATP Dev and its officers, employees, subcontractors, agents, licensees, invitees, and subsidiaries (collectively, with RATP Dev, the “RATP Dev Indemnified Parties”) from all judgments, awards, claims, demands, and expenses (including attorneys’ fees) (together, “Claims”) for injury or death to all persons, including the RATP Dev Indemnified Parties and the Vendor’s employees, subcontractors, agents, or invitees (together, with Vendor, the “Vendor Persons”), and for loss and damage to property belonging to any person, arising in any manner from: (i) breach of this Agreement by Vendor, (ii) the negligence or willful misconduct of any Vendor Person, or (iii) any defect, alleged defect, or product liability proceeding related to any Product or Service provided. **THE LIABILITY ASSUMED BY VENDOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE NEGLIGENCE OF ANY RATP DEV INDEMNIFIED PARTY CONTRIBUTED TO THE INJURY, DEATH, LOSS, OR DAMAGE, EXCEPT TO THE EXTENT THAT THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF ONE OR MORE OF THE RATP DEV INDEMNIFIED PARTIES PROXIMATELY CAUSED SUCH INJURY, DEATH, LOSS, OR DAMAGE.**
- (3) THE INDEMNIFICATION OBLIGATION ASSUMED BY PROVIDER INCLUDES ANY CLAIMS BROUGHT AGAINST THE RATP DEV INDEMNIFIED PARTIES UNDER THE FEDERAL EMPLOYER’S LIABILITY ACT OR STATE BASED WORKERS’ COMPENSATION LAWS AND REGULATIONS, AS WELL AS CLAIMS UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE IMPOSING STRICT LIABILITY.
- (4) Subject to RATP Dev’s approval, Vendor shall adjust and settle all Claims made against an RATP Dev Indemnified Party. If Provider is unable to settle the Claim and the Claim results in litigation against an RATP Dev Indemnified Party, the RATP Dev Indemnified Parties may, at such Parties’ election, forward the summons, complaint, and other process to Vendor. After receiving the summons, complaint, and other process from the RATP Dev Indemnified Party, Vendor shall appear on the RATP Dev Indemnified Party’s(ies’) behalf and defend, adjust, or settle such Claim, subject to RATP Dev’s approval, with counsel of demonstrable relevant experience.
- (5) If any provision in this Section is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable. It is the parties’ intent that this Section will be interpreted as requiring Vendor to indemnify the RATP Dev Indemnified Parties to the fullest extent permitted by applicable law. **THROUGH THIS SECTION, THE PARTIES EXPRESSLY INTEND FOR PROVIDER TO INDEMNIFY THE RATP DEV INDEMNIFIED PARTIES FOR THE RATP DEV INDEMNIFIED PARTIES’ ACTS OF NEGLIGENCE.**
- (6) Vendor may satisfy all or a portion of its indemnity obligation to the RATP Dev Indemnified Parties through a policy of insurance maintained by Vendor, whether required under this Agreement or otherwise; provided however the indemnity required by this Section shall not be limited by reason of any insurance policy maintained by Vendor or required in this Agreement.

(7) The provisions of this Section shall survive the termination of this Agreement and shall continue thereafter.

J. Insurance

Vendor will, at its own expense, maintain in force throughout the period of this document or agreement, or as otherwise specified, and until released by RATP Dev or its affiliates the following minimum insurance coverages, with insurers acceptable to RATP Dev.

- 1) Workers' Compensation and Employers' Liability Insurance, providing statutory benefits in accordance with the laws and regulations of the State of Texas or state of jurisdiction as applicable. The minimum limits for the employers' liability insurance will be one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) each employee bodily injury by disease, one million dollars (\$1,000,000) policy limit bodily injury by disease.
- 2) Commercial General Liability Insurance, Commercial General Liability (CGL) Insurance with limits not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) General Aggregate, and a Products-Completed Operations Limit of not less than one million dollars (\$1,000,000) that is separate from, and not included within, the policy's General Aggregate Limit. Vendor shall provide contractual coverage for insured contracts as defined by the policy.
- 3) Automobile Liability Insurance for coverage of owned, non-owned and hired autos, trailers or semi-trailers with a minimum combined single limit of one million dollars (\$1,000,000) per accident for bodily injury, including death, and property damage. Vendor shall provide contractual coverage for insured contracts as defined by the policy.
- 4) Excess Liability Insurance over and above the employers' liability, commercial general liability and automobile liability insurance coverage, with a minimum limit of five million dollars (\$5,000,000) per occurrence. Coverage must replace exhausted aggregate limits under the coverages referenced in #1 (employers' liability), and #2 above.
- 5) The required limits of insurance can be satisfied by any combination of primary and excess coverage.
- 6) The commercial general liability insurance, automobile liability insurance and excess liability insurance policies will contain provisions that specify that the policies are primary and will apply without consideration for other policies separately carried and will state each insured is provided coverage as though a separate policy had been issued to each, except with respects to limits of insurance, and that only one deductible will apply per occurrence regardless of the number of insureds involved in the occurrence. VENDOR will be responsible for any deductibles or retentions.
- 7) The commercial general liability insurance, automobile liability insurance and excess liability insurance policies, if written on a claims-made basis, will be maintained in full force and effect for two (2) years after Final Acceptance or completion of the Work, whichever is later.
- 8) Garagekeepers Legal Liability. For Vendors that are handling any repair, maintenance, valet and other parking related work on RATP Dev or a subsidiary, Vendor must maintain coverage in the amount of a One Million Dollar (\$1,000,000.00) limit, or more, for comprehensive and collision coverages for physical damage to vehicles in the Borrowers', or such contracting party,

care, custody and control. Each of such policies can be subject to a deductible of no greater than Five Thousand Dollars (\$5,000.00) for each auto and Twenty-Five Thousand Dollars (\$25,000.00) for each loss.

- 9) Sexual Abuse & Molestation. For Vendor that are transporting any passengers. The Vendor shall provide evidence with respect to the services performed that it carries \$1,000,000 Occurrence \$2,000,000 aggregate covering actual or alleged claims for sexual misconduct and/or molestation at least as broad as Insurance Services form CA 00 01 or the exact equivalent for all activities of Service Provider arising out of or in connection with the work to be performed under this Agreement. The policy shall include RATP Dev as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.
- 10) All policies must be issued by carriers having an *A.M. Best's* rating of "A-" or better, and an *A.M. Best's* financial size category of "VIII", or better and/or *Standard & Poor Insurance Solvency Review* of "A-", or better. If requested in writing by COMPANY, VENDOR will make available to RATP Dev a certified copy of any or all insurance policies or endorsements required of Vendor.

The requirements contained herein as to the types and limits of all insurance to be maintained by Vendor are not intended to and will not, in any manner, limit or qualify the liabilities and obligations assumed by Vendor under this document or agreement.

Prior to commencement of Work, Vendor will provide to RATP Dev certificates of insurance evidencing the coverage required herein. RATP Dev's review of certificates or policies will not be construed as accepting any deficiencies in Vendor's insurance or relieve Vendor of any obligations set forth herein. In addition, Vendor will require each of its subcontractors to provide adequate insurance. Any deficiencies in the insurance to be provided by subcontractors will be the responsibility of Vendor.

Certificates of insurance must show RATP Dev USA LLC and its direct and indirect subsidiaries as the certificate holder, and as an additional insured (including completed operations) as respects all of the required coverages except workers' compensation. All of the required coverages must provide a waiver of subrogation in favor of the certificate holder. Certificates of insurance should also state that the certificate holder will receive thirty (30) days advance written notice prior to non-renewal or cancellation.

Vendor agrees to report to the Chief Sourcing Officer, General Counsel, or Risk Manager of RATP Dev in writing as soon as practical all instances of damage to the Work and all accidents or occurrences which may result in injuries to any person, including death, and any property damage, arising out of the performance of the Work.

If the insurance obligations required in this document or agreement exceed the maximum limits permitted by law or do not otherwise conform with any applicable law, then this agreement will be deemed amended so as to only require Vendor to provide insurance to the maximum extent allowed by law.

K. Compliance with Laws and Regulatory Requirements

- (1) As a federal contractor, RATP Dev is required to comply with specific regulations and to ensure its subcontractors also agree to and honor those regulations. Vendor therefore agrees that, in the performance of this Agreement, Vendor and the Vendor Persons shall comply with all applicable federal, state and local laws, statutes, ordinances, orders, rules and regulations, including but not limited to the Occupational Safety and Health Administration's Employee Right-to-Know requirement of 29 CFR, Parts 1910 and 1926 and the regulations set out in Schedule B, attached hereto and incorporated by reference, to the extent applicable to the Vendor or the Purpose (collectively, "Laws").
- (2) RATP Dev will not be responsible for any penalties, fines, damages, costs or additional expenses resulting from the failure of Vendor or any Vendor Person to comply with any Laws. Vendor shall indemnify, hold harmless and assume the cost of defense of any and all claims, actions, damages, fines, penalties, costs, or legal proceedings arising from the violation or alleged violation of any Laws by Vendor or any Vendor Person.

L. Delay

Vendor will not be entitled to any damages or compensation for delay in the performance of Services to be provided as a result of labor strikes, occurrences beyond the control of the parties, acts of God, or any fault or delay of RATP Dev.

M. Record Retention and Audit Provision

Vendor shall maintain on a current basis complete books and records relating to this Agreement. To the extent Vendor holds records on behalf of RATP Dev, Vendor shall maintain the records for the greater period of five (5) years from the date the service is provided to which subject record relates, the applicable period under Vendor's own record retention policy, or any applicable period required by any of the Laws. Vendor will permit RATP Dev to audit all books, accounts, or records relating to this Agreement or all books, accounts or records of any business entities controlled by Vendor who participated in this Agreement in any way. Any audit may be conducted on Vendor's premises or, at the option of RATP Dev, Vendor shall provide copies of all books and records within 20 days of receipt of written notice from RATP Dev. The provisions of this Section shall survive the termination of this Agreement and shall continue thereafter.

N. Notices

Any notices to be given under this Agreement shall be in writing, sent by (a) registered or certified mail, postage prepaid, return receipt requested, (b) receipted overnight courier, or (c) by email or facsimile followed by a confirmation letter sent as provided by either method (a) or (b) above, addressed to such party as follows:

- (1) If to RATP DEV:

RATP Dev USA, Inc.
Chief Sourcing Officer
3800 Sandshell Drive Suite 180
Fort Worth, Texas 76137
Attn: Andy Manthei
Email: andy.manthei@ratpdev.com

- (2) If to Vendor:

Marion Transit
Clayton Murch
1101 SW 20th Court
Ocala, FL 34471
Attn: Clayton Murch

Notices sent in accordance with this Section shall be deemed effective on the date sent. Any changes in the information set forth in this Section shall be upon notice to the other party delivered in the manner set forth above.

O. General

- (1) Except as otherwise provided herein, neither Party may assign any of its rights or delegate any of its obligations under this Agreement, including by subcontract, without the prior written consent of the other Party. Without limiting the restriction on assignment in this Agreement, the provisions of this Agreement are for the exclusive benefit of and will bind the parties and their respective heirs, administrators, executors, personal representatives, successors, and assigns. Except where specifically provided in this Agreement, the parties do not intend for any third party to have any rights under this Agreement.
- (2) Vendor shall perform the Services in a safe, diligent, skillful, and workmanlike manner consistent with the best practices and standards generally accepted in Vendor's profession and industry. Vendor shall use the equipment, technical competence, financial capacity, management skills, and qualified personnel necessary to comply with Vendor's duties, responsibilities, and obligations. Vendor warrants that the Services will comply with all Laws, written standards, review protocols, and RATP Dev requirements.
- (3) This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the Parties with respect to the subject matter hereof. Vendor is not relying on representations or statements made by RATP Dev that are not set forth in this Agreement and Vendor waives any reliance on any such representations or statements. Any waiver or modification of this Agreement must be made in writing and duly signed by an authorized representative of each Party. No failure or delay in enforcing any right will be deemed a waiver.
- (4) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas without regard to conflict of laws principles. Vendor consents to the jurisdiction of, and agrees that, all disputes arising under or out of this Agreement shall be brought in courts of competent

jurisdiction within Tarrant County in the State of Texas. The prevailing party in such a proceeding shall be entitled to reasonable and necessary attorneys' fees and costs, as determined by the applicable court.

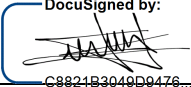
- (5) The individuals signing below on behalf of the Parties designated represent by their signatures they have full authority to sign on behalf of the entity identified below.
- (6) This Agreement may be executed and delivered electronically and in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

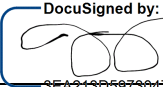
[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

RATP Dev USA, Inc. d/b/a SunTran

**Marion County Senior Services, Inc. d/b/a
Marion Transit**

By: 
C8821B3049D0476...
Name: Arnaud Legrand

By: 
3EA213D59730474...
Name:

Title: Chief Executive Officer

Title:

Date

Date

Schedule A

Scope of Services:

Vendor shall provide ADA complementary paratransit services to certified passenger in Ocala and Marion County Florida.

1. The service to be performed as demand-responsive, limited advanced reservation Paratransit to those persons whose disabilities prevent their use of the fixed route services offered by SunTran.
2. Vendor shall allow reservations up to 14 days in advance of a trip and ensure that subscription service not absorb more than 50 percent of the number of trips available at a given time of the day consistent with ADA regulations.
3. The service area for certified ADA paratransit eligible passengers will include and be limited to a corridor centered on the SunTran fixed route system and extending $\frac{3}{4}$ of a mile to either side of the routes. The service area at the ends of each route shall be a semicircle connecting each side of the corridor.
4. Participation in this program by people with disabilities is restricted to those persons who have been certified by RATP DEV as "ADA paratransit eligible." The responsibility of transporting only ADA certified riders in this program remains with the Vendor.
5. ADA complementary paratransit service shall be provided during the same days and hours as SunTran's fixed route service. The days and hours of service for ADA service are Monday through Saturday 5:00 a.m. - 10:00 p.m. The following legal holidays are observed: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day.
 - a. Requests for service shall be taken from 8 :00 a.m. until 5 :00 p.m. Monday through Friday
6. The service must be accessible to ambulatory, semi-ambulatory, and non-ambulatory individuals with disabilities, and conform to the accessibility specifications in the ADA.
7. The passenger fare shall be established by the Vendor for a one-way trip. The fare as of January 1, 2022 is \$2.00. Vendor shall be responsible to collect all passenger fares, and will retain and credit against the amounts billed to RATP DEV.

Records and Audit

1. Record Maintenance. Vendor shall maintain separate written records and documents during the term and for three (3) years thereafter relating to the finances and performance of the services under this proposal. All documents, whenever possible, will be kept separate and apart from all other such documents.
2. Access to Records. Vendor agrees that it will permit RATP Dev or its agents during regular business hours to review, inspect, examine and copy all records pertaining to the performance of this Contract. At the termination of the Contract, RATP Dev shall have the right to examine all original records, make appropriate copies of these records and take possession of these copies.
3. Records. Vendor shall be required to collect certain mileage and trip data. Each trip will require a separate record indicating:
 - i. Rider name and certification identification number
 - ii. Date
 - iii. Origin and destination
 - iv. Pick-up and drop-off times
 - v. Pick-up and drop-off odometer readings

Service Quality Standards

In operation of ADA complementary paratransit service, Vendor shall meet the highest service quality standards as outlined below:

1. Vehicle Standards
 - a. Vehicles (interior and exterior) will be kept clean and in good repair.
 - b. Heating and air conditioning systems will be kept operational during the seasons when they are needed.
 - c. Vehicles, including wheelchair lifts and securement devices, shall be kept in good mechanical working order to minimize instances of passenger delay caused by vehicle breakdowns and malfunctioning equipment.
2. Reliability
 - a. Missed trips will account for no more than one-half of one percent of daily trips.
 - b. Picking up passengers within a one-hour pick up window.
 - c. 100 percent of all trips requested will be scheduled.
 - d. Passengers will not ride more than 70 minutes on any one-way trip.
3. Training
 - a. All personnel, including drivers, dispatchers, and customer information personnel, shall receive sensitivity training so they can meet the special needs of persons with disabilities.
 - b. All drivers shall be trained "to proficiency" on the operation of lift and securement equipment.
4. Customer Service
 - a. Customer should wait on hold no more than two minutes when calling to schedule a trip.
 - b. All complaints shall be documented, investigated, and the complaint shall receive a response within 72 hours from the time the complaint was lodged.

Vendor may be asked to provide additional project-based services on an "as-needed" basis. These services shall be provided based upon written task orders negotiated between RATP Dev and Vendor, consisting of a description of the work to be performed, the staff time and budget required to complete the task, and a task schedule. All such task orders shall be signed by both parties prior to commencement of work and will otherwise be subject to the terms of the Vendor Agreement of which this Schedule is a part.

Compensation & Billing

Ambulatory	-	Passenger Mile \$3.45
Lift-to-load (semi-ambulatory)	-	Passenger Mile \$5.92
Wheelchair (non-ambulatory)	-	Passenger Mile \$5.92

The Vendor will submit invoices after the month end within a reasonable time. Payment for all invoices shall be paid by RATP Dev Thirty (30) days from receipt of valid invoice.

Schedule B

Regulatory Requirements

A. General Regulatory Requirements

RATP Dev is required to comply with specific regulations and to pass those requirements down to our vendors and contractors. Vendor therefore agrees to comply with the following requirements to the extent they are applicable:

- 1) Fly America Requirements 49 U.S.C. § 40118 CFR Part 301-10
- 2) Buy America 49 U.S.C. 5323(j)
- 3) Charter Service Operations – 49 U.S.C. 5323(d) and 49 C.F.R. Part 604
- 4) School Bus Requirements – 49 U.S.C. 5323(f) and 49 C.F.R. Part 605
- 5) Energy Conservation Requirements - 42 U.S.C. 6321 et seq
- 6) Clean Water Requirements - 33 U.S.C. 1252 et seq
- 7) Lobbying – 31 U.S.C. 1352 and 49 C.F. R. Part 20
- 8) Federal Changes – all applicable FTA regulations, policies, procedures and directive in place and as may be amended
- 9) Clean Air - 42 U.S.C. 7401 et seq
- 10) Recycled Products - 42 U.S.C. 6962 and 40 C.F. R. Part 247
- 11) Drug and Alcohol Testing - 49 C.F.R. Part 655
- 12) Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections - 21 U.S.C. § 1101, et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541, et seq., and the Public Health Service Act, as amended, 42 U.S.C. §§ 290dd-290dd-2
- 13) Transit Asset Management - 49 U.S.C. § 5326 and 49 C.F.R. Part 625
- 14) Safety - 49 U.S.C. § 5329
- 15) Incorporation of Federal Terms - FTA Circular 4220.1F
- 16) Resolution of Breaches, Disputes and Other Litigation - 49 C.F.R. Part 18, FTA Circular 4220.1F

B. Program Fraud and False or Fraudulent Statements and Related Acts

Vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, - 31 U.S.C. 3801 et seq and U.S. DOT regulations, Program Fraud Civil Remedies 49 C.F.R. Part 31, apply to its actions pertaining to the Agreement. Upon executing the Agreement, Vendor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the Agreement or the FTA assisted project for which the Work is being performed. In addition to other penalties that may be applicable, Vendor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Vendor to the extent the Federal Government deems appropriate.

Vendor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of

49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S. C. 1001 and 49 U.S.C. 5323(I)(1) on Vendor, to the extent the Federal Government deems appropriate.

C. Privacy Act

Vendor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, Vendor agrees to obtain the express consent of the Federal Government before Vendor or its employees operate a system of records on behalf of the Federal Government. Vendor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.

Vendor also agrees to include these requirements in each Agreement to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

D. Civil Rights Requirements

Vendor agrees to comply with all applicable civil rights laws and regulations in accordance with applicable federal directives. Vendor agrees to include these requirements in each subcontract funded in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties. These include, but are not limited to, the following:

1. Non-discrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability in the performance of this Contract. In addition, Vendor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity

Race, Color, Religion, Sex, Sexual Orientation, Gender Identity, and National Origin. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Part 60, et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities subject to this Agreement. Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, or age. Vendor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, sexual orientation, gender identity, national

origin, or age. Such action includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Vendor agrees to comply with any implementing requirements that FTA may issue.

3. Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Vendor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Vendor agrees to comply with any implementing requirements that FTA may issue.

4. Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Vendor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Vendor agrees to comply with any implementing requirements that FTA may issue.

E. Access for Elderly Individuals and Individuals with Disabilities

Vendor agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, et seq., and the Architectural Barrier Act of 1968, as amended, 42 U.S.C. § 4151, et seq. In addition, Vendor agrees to comply with all applicable requirements of "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37 (including, but not limited to, service requirements and reasonable modification standards contained in 49 C.F.R. § 37.161-173 and Appendix E thereto), and "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609, and any other implementing requirements that may be issued.

F. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections.

To the extent applicable, the Vendor agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101, et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541, et seq., and the Public Health Service Act, as amended, 42 U.S.C. §§ 290dd-290dd-2.

G. Access to Services for Persons with Limited English Proficiency

Vendor agrees to promote accessibility of public transportation services to persons with limited understanding of English by following Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, Dec. 14, 2005.

H. Anti-Bribery Law Compliance

RATP Dev acts in accordance with its values and principles as stated in the Code of Ethics and in the Code of Business Conduct available on RATP Dev's website www.ratpdev.com. Vendor hereby acknowledges, represents, and warrants that it has received a copy of the Code of Ethics and of the Code of Business Conduct and that it has fully understood these documents.

To this effect, each Party represents and warrants that it is in strict compliance and undertakes to strictly comply at all times with all international, European, national and local laws, regulations and ordinances relating to the fight against bribery and corruption and influence peddling that are applicable to the Party's activities, place of registration, place of execution of the Agreement, and place of performance of the services required by the Agreement, including but not limited to:

- 1) The OECD Convention dated 17 December 1997 on Combating Bribery and Foreign Public Officials in International Business Transactions;
- 2) The law of 9 December 2016 on transparency, the fight against corruption and the modernization of the economy ("Loi Sapin 2");
- 3) The US Foreign Corrupt Practices Act dated 1977;
- 4) The UK Bribery Act dated 2010;
- 5) The French Criminal Code regarding economic and financial crimes and offenses ; and
- 6) regarding economic sanctions that could be implemented for example by the European Union (including France), and the US authorities, applying Chapter VII of the Charter of the United Nations; (hereinafter referred to as the "Rules").

Each Party represents and warrants that it is not on official lists, including but not limited to:

- 1) The Consolidated Travel Ban and Assets Freeze List published by the United Nations Security Council Sanction Committee;
- 2) The Specially Designated Nationals and Blocked Persons list of the OFAC ;
- 3) The Asset Freeze Target List of the HM Treasury of the United-Kingdom; and
- 4) The Consolidated list of persons, groups and entities subject to EU financial sanctions; (hereinafter referred to as the "Lists").

Should the applicable legislation regarding bribery and influence peddling be changed, the Parties will take the appropriate measures as soon as possible, in order to ensure the continuity of their undertakings under this provision.

Each Party undertakes:

- 1) To guarantee the respect and the effective implementation of the applicable Rules by any appropriate means and, to put in place and maintain a compliance program concerning those Rules;
- 2) To ensure, as the case may be, that its shareholders, directors, principal, employees, affiliates, representative (hereinafter referred to as the "Stakeholders"), and its subcontractors, suppliers and any person or entities that could intervene directly or indirectly to act on their behalf during the execution of the Agreement (hereinafter referred to as the "Third Parties"), will comply with the Rules and that their services will be performed in compliance with the Rules;
- 3) To confirm that none of the Stakeholders and the Third Parties are on the Lists when signing the Agreement.

In order to ensure the respect of the Rules during the performance of this Agreement, each Party undertakes to provide all documents and other information proving compliance with the Rules, when required by the other Party and to inform the other Party without delay, of the Party being on the Lists, of the Party being in breach of any Rules, of the Party being aware of any breach of the Rules by a Stakeholder or a Third Party, as well as of any mitigation measures implemented in order to comply with the Rules.

At any time, RATP Dev can, without any obligation to do so, audit the other Party and its Third Parties or appoint any third party to conduct such audit, in order to verify compliance with the Rules.

If a Party becomes aware that the other Party is in breach of the Rules or of any other undertakings under this provision, or is on the Lists (hereinafter referred to as the “Breaching Party”), the other Party can require the Breaching Party by written notice upon acknowledgement of receipt (or international equivalent), to remedy the breach within a period defined by said notice.

In the event that the Breaching Party has not remedied the breach within the defined period, the other Party is entitled to terminate the Agreement. The Party entitled to terminate the Agreement will inform the Breaching Party of the termination of the Agreement by written notice upon acknowledgement of receipt (or international equivalent). This Agreement shall automatically terminate upon receipt of the written notice and termination shall not give rise to any compensation or damages whatsoever.

I. No Federal Government Obligation to Third Parties

Vendor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Vendor or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

J. Access to Third Party Contract Records and Reports

Vendor shall retain, complete and readily accessible records related in whole or in part to the Contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto. Vendor shall provide sufficient access to FTA and RATP Dev to inspect and audit records and information related to performance of this Contract as reasonably may be required.

K. Debarment and Suspension

Vendor attests that neither it nor its “principals” as defined at 49 CFR § 29.105(p) presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Vendor shall inform RATP Dev, in writing, of any change in the suspension or debarment status of Vendor or its principals within ten (10) days after such change occurs.

L. Disadvantaged Business Enterprises (DBE)

If Vendor was engaged pursuant to a DBE Program under 49 C.F.R. Part 26, Vendor is required to maintain its status as a qualified DBE provider during the term of the definitive Agreement. Should Vendor lose this designation, RATP Dev will have the right to substitute Vendor with another provider of these services to the extent provided under the requirements of the applicable solicitation documents. A DBE provider may not be terminated unless the procedure required under applicable regulations has been followed.

M. Transit Employee Protective Agreements

The Vendor agrees to comply with applicable transit employee protective requirements as described in this section. Vendor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

(1) General Transit Employee Protective Requirements.

To the extent that FTA determines that transit operations are involved, Vendor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. Vendor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (2) and (3) of this clause.

(2) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities.

If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, Vendor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. Vendor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(3) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas.

If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, Vendor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.