

proprietary rights (including trade secrets), Know How, and moral rights (including the rights of authorship and attribution and subsequent modification), all rights or forms of protection having an equivalent or similar nature anywhere in the world, whether enforceable, registered, unregistered or registrable (including, where applicable, all applications for registration) and whether or not evidenced by certificates, applications or registrations therefor, and whether granted provisionally or permanently, or upon initial issuance or upon reissue, re-examination, division, extension, in continuation, or in continuation-in-part, and at all times further including all goodwill associated with all such rights.

"Know How" means all unpatented, secret, substantial and identified know how, expertise, technical, operational or other information including all related ideas, concepts, methods, inventions, discoveries, data, formulae, processes, methods, techniques and specifications.

"Losses" means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Marks" means any word, name, symbol, logo, font, or device or any combination thereof, used to identify and distinguish goods or services from another source, including trademarks (both registered and unregistered), domain names and trade dress.

"Riders" means actual or prospective riders of the Customer's transportation network.

"Rider Data" means all data that is input by or on behalf of Riders into the Via Solution. Portions of the Rider Data may include personally identifiable information.

"Transportation Laws" means any applicable law to which operators and owners of vehicles, employer of vehicle operators, and transportation service providers are required to adhere.

N. Federal Transit Administration Clauses

The Parties hereby agree that the following clauses required by the FTA are reiterated here in the base Contract and apply to the extent applicable:

1. FTA Clauses

This Agreement incorporates by reference the following FTA required clauses with the same force and effect as if set forth in full in the main text of the Agreement. It is understood and agreed that the Service Provider is obligated by and to the Customer for any specifications or documentation required of the Customer under these clauses, if such specifications/documentation are applicable for the performance of the Services.

2. Access to Records and Reports

- a. Record Retention. The Service Provider will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts,