

SUPPLIER PORTAL TERMS OF USE

RTS is the public-facing name of the Rochester-Genesee Regional Transportation Authority (RGRTA). RGRTA is a New York State public benefit corporation charged with the continuance, further development, and improvement of public transportation and other related services within the Genesee/Finger Lakes region. Herein referred to as RGRTA.

This service is provided to you, the Supplier, subject to the following Terms of Use (TOU), which may be updated from time to time without notice to you.

When presented with the TOU at registration, you will be given an opportunity to click "I Accept", which means you agree to the terms set out herein. When using the Supplier Portal, you shall be subject to any posted guidelines or rules applicable to such services. All such guidelines or rules are hereby incorporated by reference into this agreement.

The Supplier Portal provides suppliers, who have chosen to participate, the ability to register as a Supplier, modify your company's information and respond to electronic requests for bids and proposals (Events). You understand and agree that the service is provided "AS-IS" and that RGRTA assumes no responsibility for the misdelivery of, errors within or incomplete responses or failure to respond to Events.

In consideration of your use of the service, you agree to: provide true, accurate, current and complete information about you and your firm as prompted by the service's registration form and maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or RGRTA has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, RGRTA has the right to suspend or terminate your account and refuse any and all current or future use of the Supplier Portal, or any portion thereof.

You will receive a password and account designation upon completing the registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to immediately notify RGRTA of any unauthorized use of your password or account, or of any other breach of security, and ensure that you exit from your account at the end of each session. You are entirely responsible for all content that is uploaded posted, emailed, transmitted or otherwise made available to RGRTA through the Supplier Portal.

Once you have accepted the TOU, an agreement has been created between you and RGRTA for use of the Supplier Portal. You are bound by the terms of the TOU which you accepted at vendor registration and which may be amended as needed, until such time as you terminate your agreement with RGRTA by submitting a written request via email, letter or fax and receive confirmation from RGRTA. You agree that RGRTA, at their sole discretion, may terminate your password, account (or any part thereof) or use of the Supplier Portal, and remove and discard any content within the Supplier Portal, for any reason, including, without limitation, for lack of use or if RGRTA believes that you have violated or acted inconsistently with the TOU. You agree that any termination of your access to the Supplier Portal under any provision of this TOU may be affected without prior notice and acknowledge and agree that RGRTA may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Supplier Portal. Further, you agree that RGRTA shall not be liable to you or any third-party for any termination of your access to the Supplier Portal.

RGRTA's Information Technology Department will use reasonable efforts to make sure the portal is available, except for downtime for scheduled and unscheduled maintenance and will promptly investigate any technical problems that you report to us. However, we may experience website outages where the portal cannot be accessed.

You, the Supplier, at no additional cost to RGRTA, agree to indemnify, defend, and hold RGRTA, its officers, employees, and agents involved, directly or indirectly, in the delivery and operation of the portal, harmless from any and all liabilities and expenses, including, without limitation, attorney's fees, expenses, costs, judgments, settlements, contract losses, or other costs arising out of or relating to Supplier's misuse or modification of the portal, the Supplier's distribution, marketing or use for the benefit of parties other than Supplier of the Supplier Portal information, direction,

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specification or materials provided by Supplier; Supplier's transactions with anyone in Procurement, including its fulfillment, or failure to fulfill Products; and Supplier's breach of any of its representations, warranties, promises or obligations under this agreement. The foregoing indemnity is conditioned upon: prompt written notice by RGRTA of any claim, action or demand for which indemnity is claimed.

You expressly understand and agree that: (a) Your use of the Supplier Portal is at your sole risk. The portal is provided on as "as is" and "as available" basis. RGRTA expressly disclaims all warranties of any kind; (b) RGRTA makes no warranty that the portal will meet your requirements; or the portal will be uninterrupted, timely, or error-free; (c) Any material downloaded or otherwise obtained through the use of the portal is done at your own discretion and risk and you shall be solely responsible for any damage to your computer system or loss of data that results from the download of any such material; (d) No advice or information, whether oral or written, obtained by you from the Supplier Portal shall create any warranty not expressly stated in the TOU.

You expressly understand and agree that RGRTA, including its officers, employees and agents involved, directly or indirectly, in the delivery and operation of the Supplier Portal, shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if RGRTA has been advised of the possibility of such damages), resulting from: the use or the inability to use the portal; unauthorized access to or alterations of your transmissions or data; statements or conduct of any third party on the portal; or any other matter relating to the portal.

It is the bidder's/supplier's responsibility to check the website from time to time for addenda to events and to pick up additional information.

By visiting this site, you agree that the laws of the State of New York, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and RGRTA. The user agrees that any dispute with RGRTA arising out of any use of the RTS Supplier Portal or www.myrts.com may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction in the County of Monroe, Rochester, New York. The user hereby agrees that such venue is appropriate.

Any information provided to the Supplier Portal is subject to the conditions set forth by the State of New York Freedom of Information Act.

Events are opportunities to do business with RGRTA and are associated with one or more Commodity Codes. These commodity codes dictate the firms automatically notified of the event