

**TICKETING AND CONNECTING SERVICE AGREEMENT  
BY AND BETWEEN  
NATIONAL RAILROAD PASSENGER CORPORATION  
AND  
GREYHOUND LINES, INC**

**THIS AGREEMENT**, made as of the 1<sup>st</sup> day of February, 2018 ("Effective Date"), by and between the NATIONAL RAILROAD PASSENGER CORPORATION ("AMTRAK"), a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia and having its principal office and place of business in Washington, DC, and GREYHOUND LINES, INC ("GREYHOUND"), a corporation organized under the laws of the State of Delaware and having a principal office in Dallas, Texas.

**WHEREAS**, each party is engaged in the provision of passenger transportation services and wishes to enter into agreements whereby GREYHOUND may offer and sell Tickets (as defined in Section 1) for certain transportation services of AMTRAK;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**SECTION 1 – DEFINITIONS**

As used herein:

- A. "Ticket" means the form issued to a passenger (s) by GREYHOUND or its designated agent for transportation for hire of the passenger (s) and baggage thereof over the route (s) or line (s) of AMTRAK, listed in Appendix A.
- B. "Baggage" means the property of a passenger carried in connection with the transportation for which the passenger has purchased a Ticket and which is carried or checked in accordance with the applicable Tariffs as set forth in Appendix C.

## SECTION 2 – PURPOSE OF AGREEMENT

The purpose of this Agreement is for AMTRAK to provide connecting transportation service to, or between, points on the GREYHOUND system. In order to effect such a service, this Agreement provides for the sale and issuance of Tickets by GREYHOUND and its affiliates in accordance with the terms and conditions hereinafter set forth. The said AMTRAK routes and lines and the services and other special conditions applicable thereto are listed and specified in Appendix A, attached hereto and made a part hereof.

## SECTION 3 – SERVICES AND OBLIGATIONS

A. GREYHOUND is hereby authorized to sell and issue Tickets in the form approved by and in accordance with the reimbursement rates outlined in this Agreement, listed in Appendix C. AMTRAK shall not, directly (or indirectly or through any agent or broker or otherwise) rebate or remit any portion of the charges specified in the said reimbursement rates as set forth in Appendix C. Any and all requests for refunds of any unused portion of Tickets sold and issued hereunder shall be made by the passenger to a GREYHOUND station or designated office of GREYHOUND.

B. AMTRAK hereby agrees to accept and to honor each Ticket sold and issued hereunder and to transport the passenger (s), as specified therein, subject to the terms of this Agreement.

C. No Ticket shall be issued hereunder unless (1) an advance reservation was made for the requested transportation and (2) GREYHOUND received payment of the total charges for such transportation at the point of issuance in accordance with the applicable rates as set forth in Appendix C.

D. GREYHOUND shall not make any representations with regard to the Tickets or of the related transportation, except those representations expressly authorized in writing by AMTRAK. GREYHOUND shall represent and offer service provided by AMTRAK as a connecting service to GREYHOUND.

E. Neither party shall advertise or issue news releases with respect to this Agreement, including the services provided for hereunder except by prior written agreement of the parties, provided however, that

neither party shall withhold such agreement unreasonably. Trademarks and service marks shall be used only with the written permission and approval of each party.

F. Each party shall pay all expenses for its respective telegrams, telephone calls, radiograms, or other communications (in any other format or medium) sent in connection with or pursuant to this Agreement.

G. Each party, as applicable, shall check baggage of passengers to the point of interchange between AMTRAK and GREYHOUND. Baggage of passengers accepted by AMTRAK is subject to its applicable rates, rules and regulations relating to limitations of size, weight, and liability.

H. AMTRAK shall accommodate passengers requiring special assistance pursuant to laws applicable to AMTRAK. GREYHOUND is responsible for and shall ensure that customers and passengers of GREYHOUND make advance reservations for accessible space on AMTRAK services.

I. Each party at all times shall endeavor to provide, where practical, a seamless transfer for passengers making connections between AMTRAK and GREYHOUND.

J. Nothing herein shall be deemed to require the parties hereto to initiate or maintain service between locations other than those specified in Appendix A of this Agreement, or to provide passenger or baggage transportation between local stations or terminals of the respective parties.

K. For purposes of this Agreement, a Force Majeure Event is any one of the following: act of God or the public enemy, act of a governmental authority acting in its sovereign capacity, fire, flood, epidemic, quarantine restriction, unusually severe weather, war, terrorism, riot, earthquake, strike, or embargo. Except with regard to an obligation to pay, in the event that either party's failure to perform in accordance with the Agreement arises out of a Force Majeure Event that is both out of the control of such party and without the fault or negligence of such party, such failure shall not be considered a breach or default under the Agreement if the party within five days of (i) becoming aware or (ii) the date by which it should reasonably have become aware, of a delay resulting from a Force Majeure Event, whichever is earlier, notifies the other party, in writing, of the causes of the delay and diligently takes effective measures to re-start performance in accordance with the Agreement. In the event of a Force Majeure Event, AMTRAK

shall have no obligations to provide transportation or other accommodations to passengers with tickets issued by GREYHOUND.

L. All AMTRAK route segments covered by this Agreement shall be displayed in the availability and fare displays of all reservations and ticketing systems of GREYHOUND to the same extent as GREYHOUND's own services to the maximum extent possible, provided that GREYHOUND shall not be required to violate any other agreements GREYHOUND is bound by as of the Effective Date.

M. GREYHOUND shall file and publishing any tariffs necessary to sell Tickets authorized by this Agreement.

N. GREYHOUND shall collect any taxes or fees and pay any taxes or fees applicable to selling Tickets under this Agreement.

O. GREYHOUND shall comply with all applicable laws and regulations with regard to its business operations and this Agreement. AMTRAK shall comply with all laws and regulations that are applicable to AMTRAK.

P. Either party shall notify the other party if the notifying party files for bankruptcy or is dissolved involuntarily.

#### **SECTION 4 - REIMBURSEMENT**

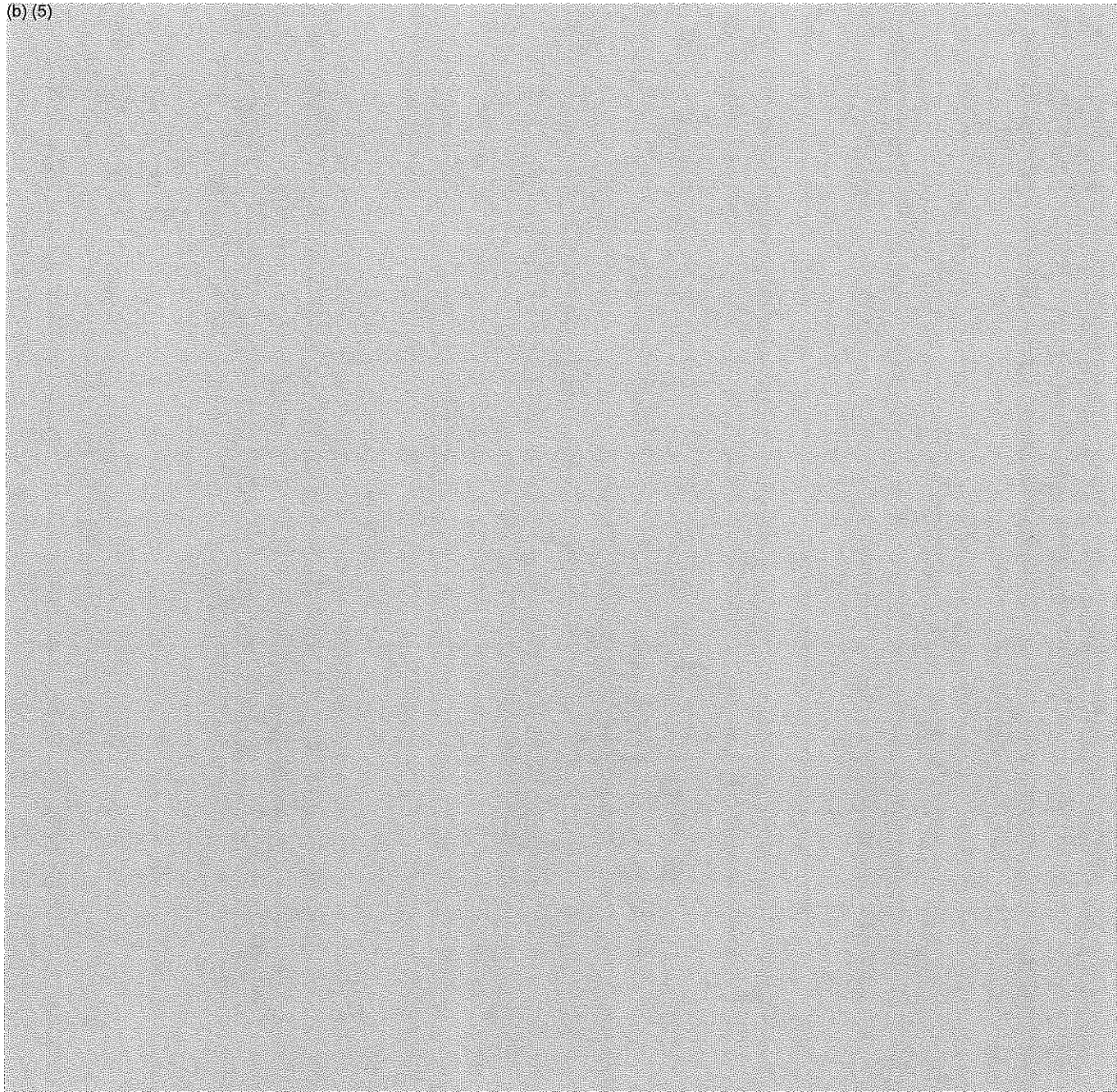
GREYHOUND shall pay to AMTRAK all charges applicable to the Tickets sold or issued hereunder and to do so in accordance with the settlement procedures prescribed in Appendix B and C, attached hereto and made a part hereof.

#### **SECTION 5 - INDEMNIFICATION AND INSURANCE**

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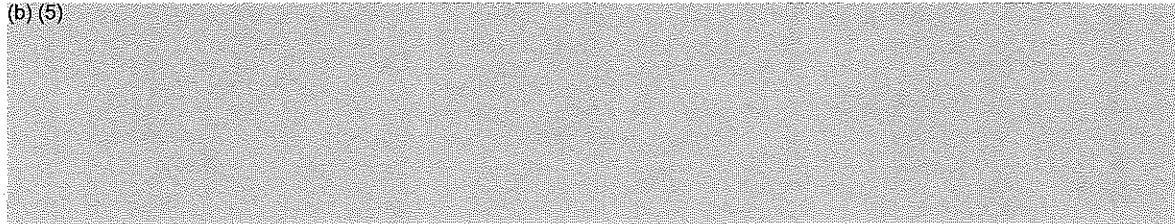


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1.

(b) (5)



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2.

3.

(b) (5)

**SECTION 6 – PRIOR AGREEMENTS**

This Agreement supersedes, replaces, and terminates as of the effective date hereof any and all preexisting agreements between the parties hereto relating to the sale and issuance by GREYHOUND of Tickets for transportation services of AMTRAK as specified in Appendix A.

**SECTION 7 – TERM AND TERMINATION**

A. Except as stated in Section 7.B, this Agreement shall remain in force until either party terminates by giving notice of termination to the other party at least 30 days prior to the termination date specified in the notice.

B. If either Party fails to cure a breach of any provision of this Agreement within 10 days after notice from the other party specifying the breach, such non-breaching party may terminate this Agreement



by providing notice of termination to the breaching party. Any non-breaching party who terminates may pursue any and all legal and equitable remedies for such breach.

C. Termination pursuant to the provisions of this Section 7 shall not relieve either party hereto of any obligation arising or incurred hereunder prior to the effective date of such termination. Upon such termination, each party hereto shall complete a full and final settlement of accounts in accordance with the settlement procedures prescribed in Appendix B.

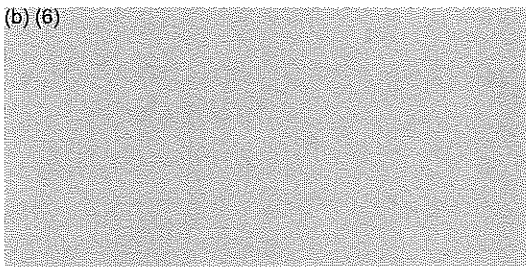
**SECTION 8 - ASSIGNMENT**

GREYHOUND shall neither assign nor delegate its responsibilities under this Agreement without the prior written consent of AMTRAK. AMTRAK shall have the right to assign all or part of this Agreement without obtaining consent from GREYHOUND or its surety(ies), if any.

**SECTION 9 - NOTICES**

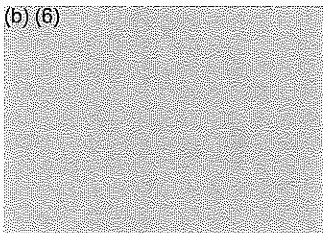
Any notices permitted or required to be given hereunder shall be in writing and shall be either delivered by hand, sent by certified mail, return receipt requested, or sent by telegram with confirmed delivery:

If to AMTRAK, addressed to:

(b) (6)  


If to GREYHOUND, addressed to:

U.S. Mail:

(b) (6)  


FedEx or other express delivery:

Same Address as above

Either party may change its notice address by notice in writing to the other party.

#### SECTION 10 - CONFIDENTIALITY

A. *Confidential Information.* Confidential Information means any and all information provided by either party that is marked "Confidential" or with another similar legend or is reasonably

B. understood to be confidential given the circumstances. Confidential Information includes all passenger information. Confidential Information also expressly includes any and all information derived from the foregoing Confidential Information.

B. *Obligations.* Unless otherwise agreed to in writing by both parties, each party agrees: (a) to keep all Confidential Information in strict confidence; and (b) to use Confidential Information only for purpose it was provided under this Agreement (the "Business Purpose"); GREYHOUND shall treat all Confidential Information of AMTRAK by using at least the same degree of care, but no less than a reasonable degree of care, as it accords its own Confidential Information. Any copies made of the Confidential Information, or any part thereof, must be labeled or affixed with an appropriate confidentiality, proprietary and/or trade secret notice.

C. *Return or Destruction of Confidential Information.* GREYHOUND shall return to Amtrak all written materials embodying Confidential Information or to destroy such materials promptly, including all copies made by GREYHOUND, at the request of AMTRAK or upon termination of this Agreement. GREYHOUND shall provide AMTRAK a destruction certificate if so requested. Notwithstanding the return or destruction of Confidential Information, GREYHOUND will continue to be bound by the terms of this Agreement.

E. *Equitable Relief.* GREYHOUND acknowledges that any use or disclosure of the Confidential Information that is inconsistent with the restrictions set forth in this Agreement will cause immediate irreparable harm to AMTRAK for which there is no adequate remedy at law. Accordingly, AMTRAK shall be entitled to immediate and permanent injunctive relief from a court of competent jurisdiction



in the event of any such breach or threatened breach. GREYHOUND agrees and stipulates that AMTRAK shall be entitled to such injunctive relief without posting a bond or other security.

F. *Duty to Notify.* GREYHOUND shall immediately notify AMTRAK in writing of any known or suspected disclosure, access or use of the Confidential Information that is not authorized under this Agreement.

G. *Third-Party Beneficiaries.* To the extent AMTRAK discloses, or provides for the disclosure of, Confidential Information of a third party, that third party shall be a third-party beneficiary to this Agreement and shall be entitled to enforce this Agreement directly against GREYHOUND as the third party's interests may warrant.

H. *Audit.* Upon 10 days' advance notice, AMTRAK may audit GREYHOUND's security practices and procedures (and those of its contractors and agents, as applicable) to ensure that it is in compliance with the terms of this Section.

#### **SECTION 11 -- MISCELLANEOUS**

- A. Relationship between Parties. AMTRAK is an independent contractor in all matters relating to this Agreement. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, or to represent the other party as agent, employee, or in any other capacity.
- B. Severability. If any provision of the Agreement is declared to be invalid, such invalidity shall not affect the validity of the remaining provisions of this Agreement.
- C. Exclusivity. GREYHOUND shall make no claims on Amtrak of exclusivity of services provided under this Agreement.
- D. Headings and Captions. The headings and captions used herein are for convenience only and shall not affect the construction of any of the terms and conditions hereof.

#### **SECTION 12 -- ENTIRE AGREEMENT**

A. This instrument and Appendices A, B, C and D identified herein and attached hereto, constitute the sole and entire agreement between the parties hereto for services to be rendered hereunder. No change

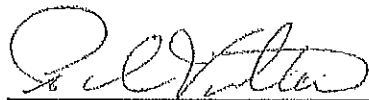
or modification in this Agreement shall be of any force or in effect unless reduced to writing, dated, and executed by both parties hereto.

B. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the United States and the District of Columbia.


**{SIGNATURE PAGE FOLLOWS}**

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers in multiple original counterparts on the day and year first above written.

**NATIONAL RAILROAD  
PASSENGER CORPORATION**

BY:   
(Signature)  
NAME: Paul Vilter  
TITLE: AVP Amtrak Services  
DATE: 2-9-18

**GREYHOUND LINES, INC**

BY:   
(Signature)  
NAME: John Baranowski  
TITLE: Sr. Director Network Development  
DATE: February 1, 2018

**APPENDIX A - AUTHORIZED CITIES AND OPERATIONS  
TO  
TICKETING AND CONNECTING SERVICE AGREEMENT  
BY AND BETWEEN  
NATIONAL RAILROAD PASSENGER CORPORATION  
AND  
GREYHOUND LINES, INC**

- A. General. Pursuant to the above referenced Agreement, AMTRAK has authorized GREYHOUND to sell and issue Tickets in connection with passenger transportation over the routes and lines of AMTRAK, specified herein below:

Salt Lake City, Utah, to Reno, Nevada

In both directions between Salt Lake City, Utah, running to:

Elko, Nevada

Winnemucca, Nevada

Reno, Nevada

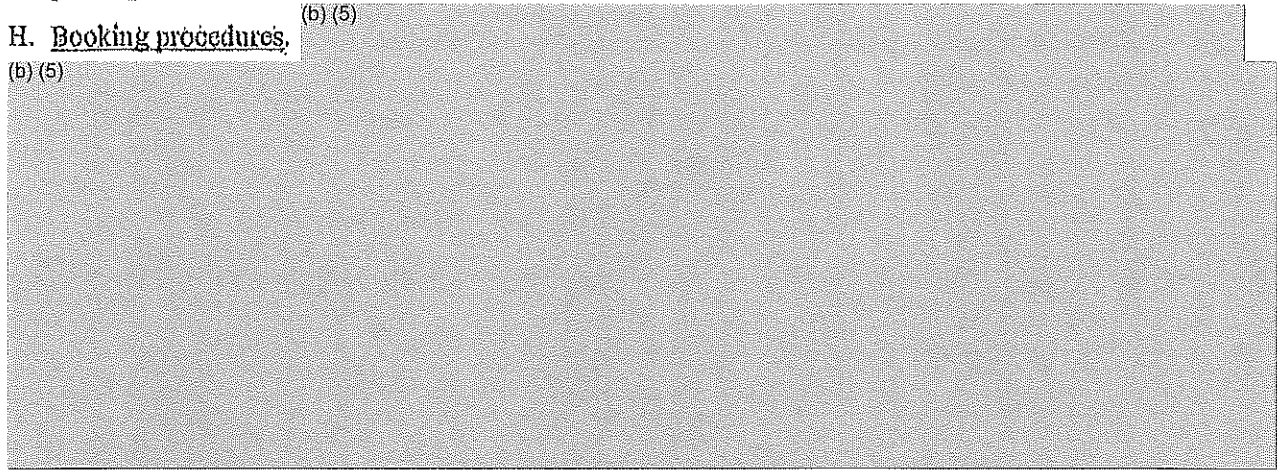
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- B. Rights to issue tickets. Nothing shall be construed as limiting AMTRAK's right to issue tickets for its own services for the convenience of AMTRAK passengers and the general public or to interline or enter into agency agreements with any other carrier or agent. C. AMTRAK operations control. AMTRAK has sole control over all aspects of its operations, including schedules, fares, capacities, services offered, amenities, train release, and any other aspect of AMTRAK's service. AMTRAK shall provide GREYHOUND as much notice as is practical of any AMTRAK schedule change or material change in AMTRAK operating characteristics.
- D. Available capacity for GREYHOUND to sell. AMTRAK shall determine the available capacity that GREYHOUND may sell. GREYHOUND may request additional capacity by notifying AMTRAK, and AMTRAK shall confirm or deny available capacity before GREYHOUND shall sell any additional capacity. AMTRAK may notify GREYHOUND at any time of a reduction of available capacity on any schedule for any reason. If AMTRAK service is disrupted, oversold or otherwise not available to customers reserved and ticketed by GREYHOUND for travel on AMTRAK, then

GREYHOUND shall assist AMTRAK in rerouting affected customers. GREYHOUND shall provide any refunds necessary for customers ticketed under this agreement for canceled AMTRAK schedules.

- E. Accuracy of schedule data. GREYHOUND is solely responsible for accurately displaying AMTRAK schedules, services, and station locations in the reservation and sales systems of GREYHOUND.
- F. Motorcoach transfers. At connecting stations, GREYHOUND shall provide connecting motor coach service to facilitate passenger transfers at no cost to AMTRAK.
- G. Manifests and Emergency Contact Information. GREYHOUND shall provide to AMTRAK a passenger name list providing the names of passengers ticketed by GREYHOUND for each AMTRAK schedule and a phone number or emergency contact information, if available, for those passengers.

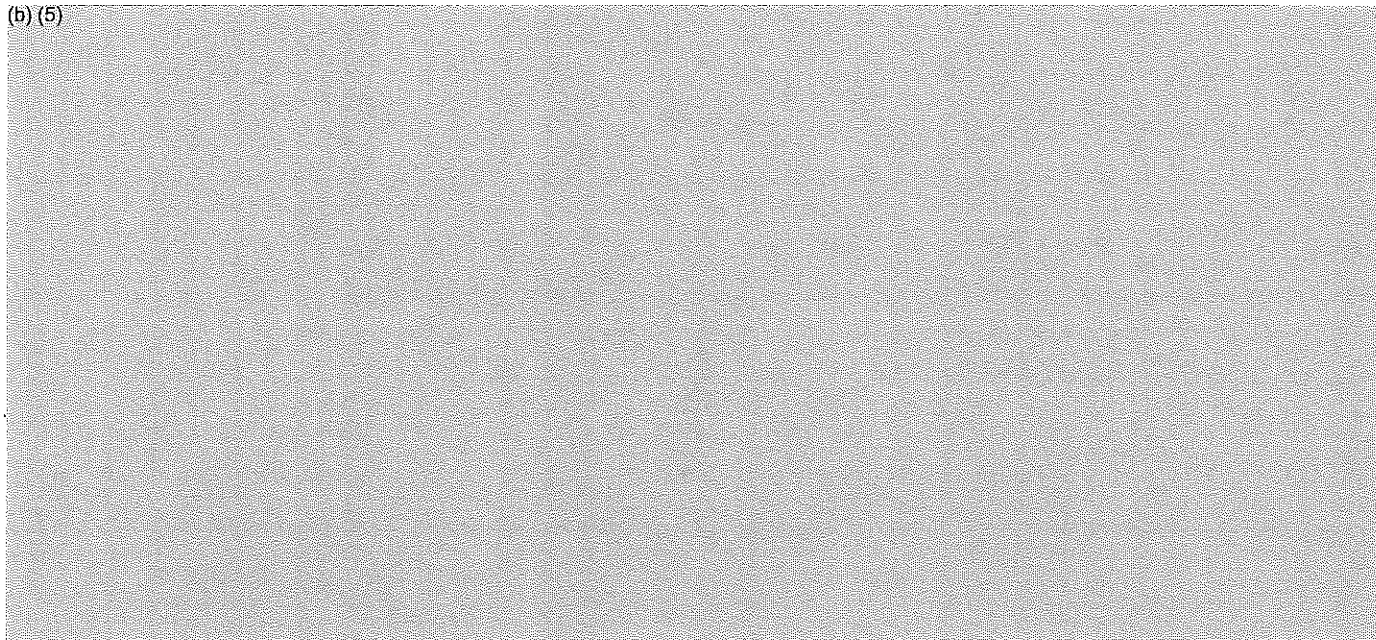
H. Booking procedures. (b) (5)  
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- I. Baggage. AMTRAK shall accept carry-on baggage in accordance with AMTRAK baggage policy. Excess baggage will be charged to the passenger directly at applicable AMTRAK rates. AMTRAK will not check baggage to a destination other than the passenger's final destination but will accept checked baggage to AMTRAK online destinations that allow checked baggage.
- J. Unaccompanied minors. AMTRAK is not required to provide travel to unaccompanied except in accordance with the AMTRAK policies in effect on the date of travel. Passengers under the age of sixteen (16) may not travel without an adult. Unaccompanied minors may not travel on AMTRAK itineraries with connecting or conjunctive travel segments and GREYHOUND shall not sell or issue Tickets for such travel.

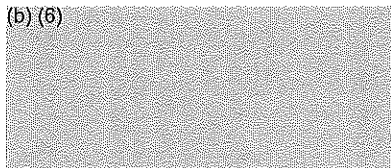
**APPENDIX B - SETTLEMENT PROCEDURES  
TO  
TICKETING AND CONNECTING SERVICE AGREEMENT  
BY AND BETWEEN  
NATIONAL RAILROAD PASSENGER CORPORATION  
AND  
GREYHOUND LINES, INC**

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If to AMTRAK, addressed to:

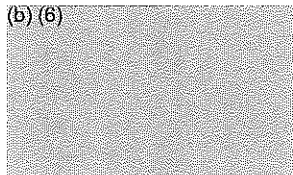
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If to GREYHOUND, addressed to:

U.S. Mail:

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FedEx or other express delivery:

Same address as above

Each party hereto may change the address at which it shall receive notification hereunder by notice in writing to the other party hereto.



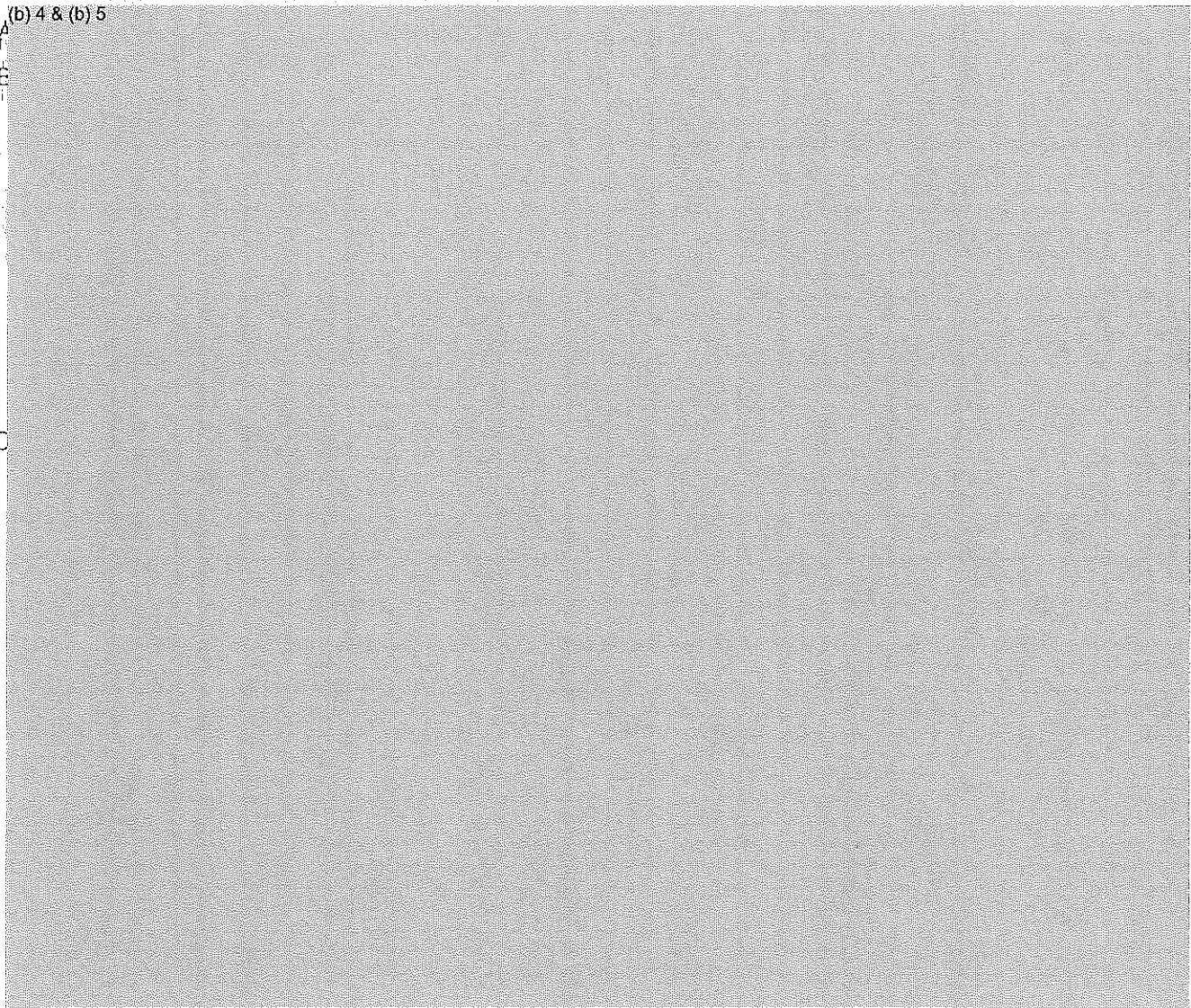
**APPENDIX C - REIMBURSEMENT POLICY  
TO  
TICKETING AND CONNECTING SERVICE AGREEMENT  
BY AND BETWEEN  
NATIONAL RAILROAD PASSENGER CORPORATION  
AND  
GREYHOUND LINES, INC.**

GREYHOUND agrees to reimburse AMTRAK as indicated herein:

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**APPENDIX D - MISCONNECTION AND CANCELLATION POLICY  
TO  
TICKETING AND CONNECTING SERVICE AGREEMENT  
BY AND BETWEEN  
NATIONAL RAILROAD PASSENGER CORPORATION  
AND  
GREYHOUND LINES, INC**

1. Connections List. GREYHOUND shall furnish to AMTRAK in advance of departure a list of all passengers ticketed under this Agreement, which list must include the onward connections and the final destination of each passenger. This list shall be used to reroute or accommodate any passengers with missed connections.
  
2. Minimum Connection Layover Times. GREYHOUND shall not sell a connection from an AMTRAK service to a departing GREYHOUND service with less than ninety (90) minutes between the schedule arrival of the AMTRAK service and the scheduled departure of the GREYHOUND service. AMTRAK does not guarantee any connection that is less than ninety (90) minutes and GREYHOUND shall be responsible for all costs incurred by AMTRAK for any passenger connections with less than ninety (90) minutes of layover time.
  
3. Late Train. If a train is late and causes a passenger to miss a through-ticketed connecting service of GREYHOUND, GREYHOUND shall carry the passenger on the next available GREYHOUND service subject to available space, or AMTRAK shall furnish transportation to the destination of the passenger. AMTRAK shall be responsible for providing lodging and/or meals when necessary because a customer is delayed at a connecting station by more than four hours because of late AMTRAK operation to that connecting station.
  
4. Late Bus. In the event a GREYHOUND service is late and a passenger misses a connecting AMTRAK service, AMTRAK shall carry the passenger on the next available service subject to available space, or GREYHOUND shall furnish transportation to the destination of the customer. GREYHOUND shall be responsible for providing lodging and food when a customer is delayed more than four hours because of late GREYHOUND operation to a connecting station. GREYHOUND shall contact AMTRAK customer service support to rebook passengers that miss AMTRAK connections.

5. Canceled Services

A. If an AMTRAK service is canceled, AMTRAK shall notify GREYHOUND of the cancellation as soon as practical. GREYHOUND shall promptly cancel the applicable services in its reservation and ticketing system and refund or exchange tickets in accordance with GREYHOUND's own terms and conditions. If affected passengers have begun travel, GREYHOUND shall attempt to reroute customers affected by the AMTRAK cancellation. If passengers cannot be rerouted, AMTRAK shall carry passengers on the next available AMTRAK service, or shall furnish alternate transportation. AMTRAK shall be responsible for any lodging or meals of customers that are inconvenienced due to a canceled service, (b) (5)

(b) (5)

B. If a GREYHOUND service is canceled, GREYHOUND shall notify its customers as necessary and AMTRAK, and shall reroute or cancel the itinerary. AMTRAK is not responsible for alternate transportation, nor for any lodging or meals of customers that are inconvenienced due to a canceled GREYHOUND service and GREYHOUND shall pay any such costs incurred by AMTRAK. In the event that exigencies require AMTRAK to provide alternate transportation, housing, or lodging for customers affected by a GREYHOUND cancellation, GREYHOUND shall pay AMTRAK such charges within 30 days of AMTRAK's submission of an invoice and any supporting documentation for such charges.