

TRANSPORTATION COORDINATION LICENSE AND SERVICES AGREEMENT

THIS TRANSPORTATION COORDINATION LICENSE AND SERVICES AGREEMENT (the “Agreement”) is entered into as of February , 2024 (the “Effective Date”) by and between HOPSKIPDRIVE, INC., a Delaware corporation (the “Contractor”), and Raytown C-2 School District (the “Organization”)(each a “Party” and collectively the “Parties”).

1. **Services.** During the term of this Agreement, Contractor will provide transportation coordination services (the “*Services*”) to the Organization as described on Exhibits A and D attached to this Agreement by arranging transportation by drivers who use the HopSkipDrive Platform (“*Drivers*” or “*Driver*”) for certain riders who attend the Organization (the “*Riders*” or “*Rider*”). The Organization will subscribe to use Contractor’s website, mobile and web applications (each, an “*Application*”), content, products, and related services (collectively, the “*Platform*”), available on a Software-as-a-Service basis, to utilize the Services, subject to any additional terms and conditions applicable to the use of such Platform as may be notified to the Organization from time to time.

2. **Compensation.** As consideration for the Services to be provided by Contractor and other obligations, the Organization shall pay to Contractor according to the terms specified in Exhibit B.

3. **Term and Termination.**

a. **Term.** This term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in effect for a period of twelve (12) months (the “*Initial Term*”), subject to the termination and other provisions contained herein. Expiration of the term of this Agreement shall not affect any claim or liability of either Party with respect to any (i) amount which is owing at the time of such expiration, regardless of when such amount becomes payable, and (ii) breach of this Agreement occurring prior to such expiration, regardless of when such breach is discovered. This Agreement shall not renew automatically at the end of the Initial Term or any subsequent term. Either Party may request renewal of the Agreement by providing written notice to the other Party at least thirty (30) days prior to the expiration of the current term. The Parties shall negotiate in good faith to agree to the terms of the renewal, including the pricing. If the Parties do not agree to the terms of the renewal within thirty (30) days of the expiration of the current term, the Agreement shall terminate.

b. **Termination.** Either Party may terminate this Agreement at any time upon thirty (30) days prior written notice, provided that such notice period may be shortened with the mutual written consent of the Parties. In the event of such termination, Contractor shall be paid as outlined in Exhibit B for any portion of the Services that has been performed prior to the termination. Upon termination, Organization shall be refunded all fees paid to Contractor in excess of the total invoiced amounts due under the Agreement.

c. **Survival.** Upon expiration or termination of this Agreement, Sections 7-10 of this Agreement shall survive.

4. **Independent Contractor.** Contractor's relationship with the Organization will be that of an independent contractor.

a. **Method of Provision of Services.** Contractor shall be solely responsible for determining the method, details and means of performing the Services.

b. **No Benefits.** Contractor acknowledges and agrees that Contractor and its employees, subcontractors or affiliates will not be eligible for any Organization employee benefits and, to the extent Contractors or its employees, subcontractors or affiliates otherwise would be eligible for any Organization employee benefits but for the express terms of this Agreement, Contractor (on behalf of itself and its employees, subcontractors and affiliates) hereby expressly declines to participate in such Organization employee benefits.

c. **Withholding.** Contractor shall have full responsibility for applicable withholding taxes for all compensation paid to Contractor, its partners, agents or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's business organization and Contractor's partners, agents and employees, including state worker's compensation insurance coverage requirements and any US immigration visa requirements.

5. **Relationship between the Organization and its Families.**

a. Contractor shall contact the adult parents and legal guardians of the Organization's Riders (each, a "***Family***" and collectively, the "***Families***") regarding any material issues that may arise in connection with the Services. In the event of a serious incident in connection with the Services, including without limitation an accident, Organization shall designate an emergency contact(s) during the onboarding process (the "**Organization Notification Contact**"). In the event Organization needs to change the Organization Notification Contact, it shall communicate those changes to Contractor in writing and provide Contractor with five (5) business days to make the requested changes. Once the requested changes are made, Contractor shall provide Organization with written notice that the contact change has occurred (the "**Organization Notification Contact Change**"). Until the Organization receives the Organization Notification Contact Change, Contractor shall continue to use the contact information previously provided by Organization. Organization Notification Contact Changes shall not be considered amendments for purposes of this Agreement.

b. Organization acknowledges that Contractor's Terms of Use specifically indicate that minors are not permitted to use Contractor's accounts. Organization shall communicate to the adult parents and legal guardians of the Organization's riders (each a "***Family***" and collectively, the "***Families***") and their Riders that minors are not permitted to use the Platform or contact Contractor's Customer Support team to request changes to their rides.

c. Organization shall provide Contractor with accurate contact information for caregivers and ensure that such caregivers consent to be contacted with alerts and updates on scheduled rides. Caregivers will receive notifications to facilitate the smooth and safe operation of the Services, which may include notifications relating to scheduled rides, trip

status updates, and schedule adjustments or modifications.

6. **License.**

a. Subject to all limitations and restrictions contained herein, Contractor grants Organization and its authorized users a limited, non-exclusive, non-sublicensable, and non-transferable right to access the Platform on a Software-as-a-Service basis, solely to utilize the Services during the term of this Agreement. In no event will Organization:

- i. Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform;
- ii. Modify, translate or create derivative works based on the Platform;
- iii. Copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform;
- iv. Hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or
- v. Remove or obscure any proprietary notices or labels of Contractor or any of its third party licensors on the Platform.

By signing this Agreement, Organization irrevocably acknowledges that, subject to the licenses granted herein, Organization has no ownership interest in the Platform, or any related software or other materials provided to Organization. Contractor owns all right, title, and interest in the Platform, and any related software and materials provided to Organization, subject to any limitations associated with intellectual property rights of third parties. Contractor reserves all rights not specifically granted herein.

b. Organization may from time to time provide suggestions, comments for enhancements or functionality or other feedback to Contractor with respect to the Platform and Services. Contractor has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality for the benefit of all clients using the Services. Contractor shall own all right, title and interest to any such developments to the Platform or Services made by or on behalf of Contractor in response to any such feedback of Organization.

c. Organization acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Contractor for which there is no adequate remedy at law. In addition to all other remedies available under this Agreement, at law or in equity, Organization further agrees that Contractor will be entitled to injunctive relief in the event Organization uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by this Agreement.

7. **Liability; Indemnity; Insurance.**

a. EACH PARTY'S ENTIRE LIABILITY FOR ALL CLAIMS RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF ANY ACTUAL DIRECT DAMAGES INCURRED UP TO THE AMOUNTS OF RECOVERABLE INSURANCE. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, IRRESPECTIVE OF WHETHER SUCH PARTY SHALL HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY THEREOF. NOTWITHSTANDING THE FOREGOING, THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO EITHER PARTY'S LIABILITY FOR: (i) DEATH OR PERSONAL INJURY, (ii) INTENTIONAL MISCONDUCT OR WILLFUL FRAUD, OR (iii) GROSS NEGLIGENCE.

Contractor shall and hereby agrees to indemnify, defend and hold harmless the Organization, its board members, directors, employees, contractors, and agents from and against any and all claims, demands, liability, judgment, fines, and expenses, including all reasonable attorney's fees, and amounts paid in settlement (provided any such settlement agreement entered into pursuant to this subsection was entered into with the prior, written consent of Contractor) actually and reasonably incurred by Organization in connection with any action, suit or proceeding whether civil, criminal, administrative, or investigative, to which Organization is, was, or at any time becomes, a party ("Losses"), to the extent caused by a material breach by Contractor of any of its obligations under this Agreement. Contractor will have no obligation to indemnify, defend and hold harmless Organization to the extent that Losses have been caused by the negligence or willful misconduct of Organization. Organization will have no obligation to indemnify, defend and hold harmless Contractor to the extent that Losses have been caused by Contractor, its agents or employees, or Contractor's good faith adherence to Organizations policies, procedures, or directives. This provision shall survive the termination or expiration of this Agreement.

b. Contractor shall maintain minimum insurance coverage required by Missouri law, as set forth on Exhibit C. Contractor agrees to furnish Organization with a Certificate of Insurance evidencing such insurance coverage and shall deliver to Organization, within five (5) days of the mutual execution of this Agreement, an endorsement reflecting Organization as an additional insured as to Contractor's policies set forth on Exhibit C.

8. Nothing in this section shall be considered a waiver of any of the Organization's common law or statutory immunities, including sovereign immunity. Contractor acknowledges and agrees that Organization is not waiving any legal immunities by signing this Agreement.

9. **Representations, Warranties, and Disclaimers**

a. **Representations and Warranties.**

i. Each Party represents and warrants to the other Party that:

1. Such Party has the required power and authority to enter into

this Agreement and to perform its obligations hereunder;

2. The execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party; and

3. This Agreement constitutes a legal, valid and binding obligation when signed by both parties.

ii. Organization represents and warrants that:

1. It has the right to provide Contractor with all of the necessary data and personally identifiable information for the purposes contemplated by this Agreement;

2. It will use best efforts to prevent unauthorized access to or use of the Platform and notify Contractor promptly of any such unauthorized use and access;

3. It is legally authorized to arrange transportation using Contractor on behalf of the parents and guardians of Organization's Riders; and

4. It will use the Platform only in accordance with the documentation and applicable laws and regulations.

iii. Contractor represents and warrants that:

1. It will ensure that all drivers drive in a careful, prudent manner and exercise at all times a high degree of care. Drivers will observe and comply with all rules of the road and traffic regulations.

2. It will take precautions to prevent its Drivers from exposing any student to impropriety of word or conduct. It will not permit its Drivers to smoke or vape while driving or within 25 feet of students.

3. To the extent Contractor becomes aware, it will promptly notify Organization of any safety or behavior-related misconduct that could reasonably be considered to be a threat to the safety or welfare of students on the part of Drivers who have transported Organization students in the last twelve (12) months.

b. **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND CONTRACTOR DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, CONTRACTOR MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. CONTRACTOR EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON- INFRINGEMENT. CONTRACTOR DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES

PROVIDED BY IT. CONTRACTOR DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES PROVIDED ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. ORGANIZATION WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF CONTRACTOR TO ANY THIRD PARTY.

10. **Confidentiality.** The Parties acknowledge that all non-public, confidential, or proprietary information provided by either Party (a "***Disclosing Party***") to the other Party or its affiliates (a "***Recipient***"), or to any of such Recipient's employees, officers, directors, partners, shareholders, agents, attorneys, accountants, financing sources, investors, consultants, or advisors (collectively, "***Representatives***"), in connection with this Agreement and the Services, whether disclosed orally or disclosed or accessed in written, electronic, graphic or machine readable information or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" ("***Confidential Information***") shall be held in strictest confidence, and shall not be used, except to the extent necessary to perform such Party's obligations under this Agreement. For the avoidance of doubt, information regarding Drivers is considered Confidential Information. Each Party shall maintain confidentiality of all such Confidential Information and shall not disclose any Confidential Information to any third parties without obtaining the prior written consent of the Disclosing Party. A Party shall be entitled to disclose Confidential Information to a third party to the extent necessary to facilitate the performance of its obligations under this Agreement, provided that such third parties are bound by confidentiality obligations similar to those set forth in this Section. The obligation of confidentiality does not apply to data or information that:

- a. Is or becomes generally available to the public (other than through the Recipient's unauthorized disclosure);
- b. Was in the Recipient's possession prior to the time the Disclosing Party disclosed the information to the Recipient;
- c. Is compelled to be disclosed pursuant to any applicable laws or regulations, rules, or orders of court or other government authorities with valid jurisdiction over the relevant matter (provided attempts are made, to the extent practicable, to legally limit such disclosure);
- d. Is disclosed to the Recipient by a third party who has no duty of confidentiality to the Disclosing Party; or
- e. Is furnished to others by the Disclosing Party without confidentiality restrictions similar to those in this Agreement.

11. **Miscellaneous.**

- a. **Amendments and Waivers.** Any term of this Agreement may be amended or waived only with the written consent of the Parties.
- b. **Sole Agreement.** This Agreement, including the Exhibits hereto, constitutes the sole agreement of the Parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

c. **Board Policies.** To the extent practical, Drivers will comply with applicable Organization School Board Policies in providing Services pursuant to this agreement. To the extent practical, Drivers will ensure Riders comply with applicable Board Policies.

d. **Removal of Drivers.** Organization has the right to request to remove a Driver from servicing Organization’s students. Organization shall notify contractor of such request in writing and Contractor shall investigate the Organization’s concerns. If Organization’s concerns cannot be reasonably resolved, Organization has the right to insist that a Driver be removed from transporting Organization’s students

e. **Notices.** Any notice required or permitted by this Agreement shall be sent electronically in writing to the primary email address provided for Contractor below, the primary mailing address for Organization as provided on the signature page, or as subsequently modified by written notice. Such electronic transmission shall be deemed delivered, if received during business hours (09:00 – 17:00, Monday to Friday) on the day of receipt or if received outside of business hours, on the next business day (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered. Any notice required or permitted by this Agreement to be served in writing shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service, 48 hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid to the address below, or as subsequently modified by written notice.

Contractor
Primary email address: legal@hopskipdrive.com

f. **Choice of Law & Venue.** All matters arising out of or relating to this Agreement (with the exception of Arbitration which is described below) are governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Missouri. All actions relating to this Agreement shall be brought in the Circuit Court of Jackson County, Missouri, or in the United States District Court for the Western District of Missouri as appropriate.

g. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then:

- i. Such provision shall be excluded from this Agreement;
- ii. The balance of the Agreement shall be interpreted as if such provision were so excluded; and
- iii. The balance of the Agreement shall be enforceable in accordance with its terms.

h. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

i. **Force Majeure.** Neither the Organization nor Contractor is responsible for any failure to perform its obligations hereunder if it is prevented or delayed in performing those obligations by an event of force majeure, which events shall include without limitation natural disasters, pandemics, endemics, riots, wars, or any other similar cause (“*Force Majeure Event*”). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the Parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either Party may terminate this Agreement by giving written notice thereof to the other Party. Upon the occurrence of any Force Majeure Event, the affected Party will give the other Party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform.

j. **Disputes.** To the extent allowed by applicable law, any dispute or claim arising out of or in connection with any provision of this Agreement or breach thereof, may be settled by informal mediation with the Parties subject to this Agreement. If any controversy cannot be resolved through informal mediation, any legal action in connection with this Agreement shall be filed in the Circuit Court of Jackson County, Missouri, or in the United States District Court for the Western District of Missouri, as appropriate, to which jurisdictions and venues Contractor expressly agrees. The Parties agree that the prevailing party in such an action shall be entitled to reasonable attorney fees and court

costs.

k. **Publicity/Marketing.** Contractor shall have the right to publicize that it is a transportation services provider for the Organization subject to the following:

- Contractor shall obtain the Organization's prior written consent before using the Organization's name, logo, and/or trademark in any marketing materials that Contractor may disseminate to the public.
- Contractor shall not use the Organization's name, logo, and/or trademark in any way that is misleading or deceptive.
- Contractor shall not use the Organization's name, logo, and/or trademark in any way that suggests that the organization endorses or sponsors Contractor's products or services, without the prior written consent of Organization.
- Contractor shall not use Organization's name, logo, and/or trademark in any way that is harmful to the Organization's reputation.

Additionally, subject to applicable laws regarding privacy of Rider information, Organization grants Contractor the right to publish true and verifiable results of the Services for purposes of marketing material, case studies, responses to requests for proposals, or other promotional and informational material developed by Contractor. "True and verifiable results" include but are not limited to cost savings realized by Organization, the number of Riders served, and the number of rides conducted. True and verifiable results do not include personal information about Riders or Families.

l. **Compliance with Laws.** Each Party shall comply with the federal, state, and local laws and regulations applicable to the Party in the performance of this Agreement.

m. **Criminal History Record Information.** Pursuant to applicable laws, all Drivers who will have direct, in-person contact with Riders shall undergo a criminal background check and within a reasonable time of accessing the Platform, a child abuse background check in compliance with Missouri law. For the avoidance of doubt, Contractor shall not allow a Driver to perform services for Organization pursuant to this Agreement until Contractor has received a satisfactory child abuse, criminal, and fingerprint background check, in compliance with Missouri law, for the Driver.

n. **Advice of Counsel.** EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

o. **Family Educational Rights and Privacy Act.** To the extent applicable, Organization hereby designates Contractor as a "school official" with "legitimate educational interests" in the Organization's records, as those terms have been defined under the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99), as

amended from time to time (“**FERPA**”) and its implementing regulations. The Parties acknowledge that Contractor will create, access, and maintain Student Educational Records (as defined under FERPA) to perform the Services. Organization hereby grants permission to Contractor and independent contractors using the Platform to use Student Educational Records for maintaining and providing the Services, and for the avoidance of doubt, such independent contractors shall not be deemed third parties for purposes of access to Student Educational Records. Contractor hereby agrees that it will comply with all applicable FERPA regulations and lawfully safeguard all Student Educational Records in compliance with federal law.

p. **Assignment**. Neither Party may assign this Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other Party’s prior written consent; provided however, that either Party may assign this Agreement to an acquirer of or successor to all or substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this section will be null and void.

q. **Attorney’s Fees**. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys’ fees.


r. **No Third-Party Beneficiaries**. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

[SIGNATURE PAGE FOLLOWS]


The Parties have executed this Agreement on the respective dates set forth below.

HopSkipDrive, Inc.

Raytown C-2 School District

By: 
550D3A59975849C...

(Signature)

By: 
664B9F979B83468...

(Signature)

Name: Harsit Patel

(Printed Name)

Name: Lynn Tarvin

(Printed Name)

Title: President

Title: Director of Student
and Family Programs

Address: 232 E 2nd St., Unit A, #8151, Los Angeles, CA 90012

Address: 6608 RAYTOWN RD, RAYTOWN, MO 64133

Date: 6/14/2024

Date: 6/28/2024

EXHIBIT A

DESCRIPTION OF SERVICES

Organization may create an account on Contractor's platform and request rides for Organization's students through such accounts. Contractor shall arrange requested rides with Drivers on an ongoing and as-needed basis. Rides will be completed based on pricing outlined in Exhibit B of this Agreement.

EXHIBIT B**FEE**

For Services rendered by Contractor under this Agreement, Organization shall pay Contractor as outlined herein:

ITEM	DESCRIPTION	PRICING
Base Fare – Per 1 Way Trip	Base Fare is a fixed cost per trip mobilization fee. Allows Organization to book rides at least 8 hours in advance.	\$30.00
Per Mile Fee	Contractor maintains accurate daily records of student names, pickup and drop off location and time, which includes mileage. The total mileage charge for each ride is calculated based on the mileage travelled by the vehicle multiplied by the Per Mile Fee (" Mileage Charge ") and added to the Base Fare.	\$2.50
Charge for additional rider from same household with same points of origin and destination	No additional fee or charge will be applied for this ride type.	\$0
PCD+	For Riders requiring a consistent driver, HopSkipDrive offers the option of requesting a Primary CareDriver for a Ride Series. A Ride Series is created when a ride organizer requests recurring Rides for a Rider.	per ride
Regulatory Fees	Not Applicable	
Cancellation/no show fee	There is a \$0 cancellation fee when a ride is cancelled 2 hours or more before the scheduled ride pick up time. Rides cancelled between 0-2 hours before the scheduled ride pick up time shall incur a cancellation fee equal to 100% of the estimated ride charge. This charge is applicable to rides in which the rider is a "no show" as well as rides cancelled by the ride organizer within the 2-hour time period.	
Fuel Surcharge	When the average gasoline price exceeds \$5.00 per gallon, the per mile rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. For example, if the price of gasoline according to the gasoline price index, is \$5.20, the increase would be 30% of 20 cents, or 6 cents. The gasoline price index to be used shall be found on the following website: https://www.eia.gov/	
Price Adjustments	The pricing for each renewal term (if any) shall be determined prior to each renewal term by the Parties, who shall use their best efforts to agree in writing upon such revised	

	pricing.
Surcharges/Taxes	Amounts required to be paid may not include applicable taxes and other surcharges, including applicable charges imposed by a governmental entity. Such taxes and other surcharges, if applicable, will be the responsibility of the Organization (except that the Organization will not be responsible for any taxes on Contractor's income). Contractor shall be entitled to pass through all such applicable taxes and surcharges without the need to amend this pricing schedule.
Damage Fees	Organization acknowledges and agrees that Contractor may assess damage fees to Organization for damage to a Driver's vehicle caused by a Rider, and Organization agrees to pay such damage fees. Damages include any actual physical damage or professional cleaning required as a result of a Rider's actions. The damage fee imposed by Contractor will be based on Contractor's reasonable assessment of the damage and supported by written evidence such as receipts or photographs.
Wait Time Fees	Organization is encouraged to ensure that Riders are at the appropriate pick-up location at the time of pick-up for purposes of rider safety and efficiency in pick-up procedures. When a Driver cannot readily locate a Rider, the Driver shall wait up to ten (10) minutes after the scheduled arrival time, provided that such wait is permitted by Organization's pick-up procedures. During that time, the Driver will attempt to contact the Organization and caregivers. If pick-up delays become a consistent challenge, Organization will work with Contractor to update pick-up times. If no remedy can be made through updating pick-up times, Contractor reserves the right to charge Organization \$10.00 per vehicle for wait times that exceed 10 minutes. In all cases, if, after 15 minutes the Driver has not located the Rider, the Driver shall depart and Organization will be charged 100% of the estimated ride charge.
Payment Terms	<p>Organization shall pay Contractor within thirty (30) days of Organization's receipt of an invoice according to the instructions contained in the invoice. Contractor may, but shall not be required to, accept payments for services which do not conform to the instructions contained on its invoices. In the event Contractor does not receive or accept payment based on Organization's failure to follow the payment instructions contained on Contractor's invoices, Organization shall remain liable for all monies owed pursuant to this agreement.</p> <p>Contractor shall provide Organization with an invoice via email to the contact designated by Organization during the onboarding process (the "Invoice Notification Contact") within thirty (30) days of the end of each month during which Services were provided. Organization shall notify Contractor in writing of any change to the Invoice Notification Contact, and allow Contractor at least five (5) business days to confirm in writing that the requested change has been made. Such changes shall not be considered amendments for purposes of this Agreement.</p>
Late Payment	Any invoice that is not paid within the time set forth herein shall be subject to late fees at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less, and such late fee shall be added to and payable on the overdue amount. Organization shall pay all collection costs, including without limitation reasonable attorney fees actually incurred by Contractor. In addition to any other right or remedy provided by law, Organization's failure to provide timely payment may be deemed a material breach of the agreement and Contractor shall be entitled to terminate the agreement, cease the services, and seek any and all available legal remedies, notwithstanding the provision of

late fees hereunder and without waiving any of its other rights and remedies for such breach. Contractor's failure to declare any late payment a breach shall not constitute a waiver of Contractor's rights hereunder to declare any subsequent late payment a breach.

EXHIBIT C

MINIMUM INSURANCE COVERAGE

Contractor Minimum Insurance:

Automobile Liability: \$1,000,000 single limit/\$1,000,000 UM/UIM

General Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate

Sexual Misconduct: \$1,000,000 limit/\$2,000,000 aggregate

Employer's Liability: \$2,000,000

EXHIBIT D
HOPSKIPDRIVE STANDARD OPERATING PROCEDURE (SOP)

RIDE REQUESTS: The Contractor will coordinate transportation services for routes entered into the HopSkipDrive Platform by the Organization 8-hours or more in advance. The Organization may modify any route within 2-hours of scheduled pickup time for a ride.

COMMUNICATION WITH ORGANIZATION AND CAREGIVERS: Organization shall provide Contractor with accurate contact information for CareGivers and ensure that such CareGivers consent to be contacted with alerts and updates on scheduled rides. CareGivers will receive notifications to facilitate the smooth and safe operation of the services, which may include notifications relating to scheduled rides, trip status updates, and schedule adjustments or modifications. Contractor will contact the District for approval of such schedule adjustments or modifications.

REPORTING: Contractor shall provide Organization with monthly performance reports that highlight and summarize financial and ride performance metrics. Organization will have access to live and historical data via the HopSkipDrive Platform.

VEHICLE REQUIREMENTS:

Operating Condition: Any vehicle being used to provide services on the HopSkipDrive Platform must be in good operating condition and meet industry and all applicable statutory and state department of motor vehicle requirements for a vehicle of its kind.

Minimum Requirements: Any vehicle used to provide services on the HopSkipDrive Platform must be a four-door vehicle, no more than ten years old, and pass a 19-point inspection by a licensed mechanic. All vehicles must have heating and air conditioning systems that are in good working order.

Wheelchair Accessible Vehicles: Minimum Vehicle Requirements for four-door vehicles on the HopSkipDrive platform do not currently support standard wheelchair accessibility requirements. HopSkipDrive will support foldable wheelchairs that can be stored in a standard-sedan storage compartment.

PASSENGER SAFETY REQUIREMENTS:

Seat Belts & Booster Seats: Any vehicle used to provide services on the HopSkipDrive Platform must have a seat belt for each passenger and driver. Vehicles must have backless booster seats necessary for said transportation of passengers.

Car Seats & Restraints: The Contractor enforces a “no touch” policy for all drivers on the HopSkipDrive Platform. In the event a Rider requires use of a carseat, car seats must be supplied by the Organization and installed and removed by a qualified adult. Additional safety equipment must be supplied by the Organization and installed and removed by a qualified adult. Contractor cannot approve

the use of safety equipment that requires seat belt locks or other features that would require drivers to risk not adhering to the stated “no touch” policy or adds additional risk to Rider safety in an emergency situation.

DRIVER REQUIREMENTS:

Valid Driving License: Any driver providing transportation services on the HopSkipDrive Platform must have a valid and current Driver’s License.

DMV Records Check: The Contractor conducts a Department of Motor Vehicle (DMV) Records’ Check on the historical driving record of all drivers. Any drivers: (i) who have accrued more than three (3) moving violations for any reason in the last two (2) years, and/or (ii) who have had a DUI, DWI, or any controlled substance- related violation in the last seven (7) years, are prohibited from providing transportation services on the HopSkipDrive Platform.

Ongoing DMV Monitoring: Drivers on the HopSkipDrive Platform also enroll in ongoing monitoring of their Motor Vehicle Records so that the Contractor is alerted of any new potentially disqualifying motor vehicle record activity that is made available in the relevant State.

Criminal Background Checks: Contractor shall adhere to MO Rev Stat §168.133 with respect to the criminal background checks of drivers. In furtherance thereof, Contractor will ensure the processing of driver fingerprint-based criminal background checks through the Missouri State Highway Patrol. Any drivers with background check infractions that would disqualify a child care staff member from employment in Missouri, consistent with 5 CSR 25-600.040, shall not be permitted to provide services with Contractor.

Drug and Alcohol Testing: The Contractor has a zero tolerance policy when it comes to driving under the influence. Drivers on the HopSkipDrive Platform are subject to drug and/or alcohol testing if the Contractor reasonably suspects them of using, possessing or being under the influence of alcohol or drugs while they are performing services through the use of the HopSkipDrive Platform. Any driver who engages in these behaviors will be immediately removed from the HopSkipDrive Platform.

Onboarding: All new drivers on the HopSkipDrive Platform receive onboarding. The driver onboarding includes information on the Contractor’s policies, procedures and standard operating procedures relating to the following topics,: drug-free workplace requirements; pre-trip and post-trip equipment and safety inspections; defensive driving; emergency procedures; disability awareness and sensitivity; relationships with school personnel and the general public; data privacy; and other pertinent information.

All drivers on the HopSkipDrive Platform receive weekly telematics information and are provided with resources related to safe driving practices. Drivers exhibiting unsafe driving patterns are subject to deactivation.

TRUST & SAFETY:

Incident Management: In the event of an incident, the Contractor has a Standard Operating Procedure for Collisions. Drivers are expected to safely pull their vehicle over to the side of the road to assess the situation, and to contact 911 immediately if there are injuries to any parties involved. Drivers are then to contact the Contractor to report any collision.

Incident Reporting: The Contractor contacts the ride organizer's point of contact on file to determine if they would like emergency services called to the scene regardless of any reported injuries to the Rider. The Contractor also contacts the caregiver to inform them of the situation and status of the Rider.

Organization Emergency Contacts: The Organization shall designate an emergency contact(s) during the onboarding process for the Contractor to contact in the event of a serious incident in connection with the Services, including without limitation an accident.