

AMENDMENT 3

THIS AMENDMENT 3 TO THE AGREEMENT FOR THE PROVISION OF ALTERNATIVE TRANSPORTATION SOLUTIONS ("AMENDMENT") is effective as of October 3, 2024, by and between EverDriven Technologies, LLC. formerly known as ALC Schools, LLC. ("Contractor"), and Raytown Quality School District (the "District"), with respect to the following facts:

RECITALS:

- A. The Contractor and the District entered into an AGREEMENT FOR THE PROVISION OF TRANSPORTATION SOLUTIONS, dated February 10, 2015 ("the Agreement"). Words and phrases as used in this Amendment shall have the same meaning as set forth in the Agreement except as otherwise defined herein. While not attached hereto, the provisions of the Agreement are incorporated herein by this reference.
- B. The District and the Contractor now desire to amend the Agreement on the terms and conditions set forth below.

NOW, THEREFORE, the parties agree to the following amendment(s) to the Agreement:

1. Revised fee schedule shall be incorporated per Attachment 1, Fees for Service.
2. The following language shall override any conflicting camera requirements in the Agreement:

- a. Definitions

- i. "Authorized Requestor" – an individual at the District who's been given permission to submit data requests on behalf of the District and its students.
- ii. "Camera System" – Commercial-grade cameras (which may include road-facing, cab-facing and/or dual-facing dash cameras) and related system hardware and software. Cameras shall meet industry standards for resolution, durability, and reliability, ensuring effective monitoring and recording of activities on and around the applicable Vehicle.
- iii. "Camera System Data" – audio and video recording, and still images of drivers.
- iv. "Run Sheet" – Trip overview including the pick up address, drop off address, and pricing of the Trip, which will come to District in an email from Contractor's Routing Department.
- v. "Trip" – One way transportation requested by the District.

- b. Installation and Use of Cameras on Vehicles

The requirement for vehicles to have cameras installed shall apply to all District trips. Contractor agrees to install Camera Systems on vehicles for collection, monitoring, recording, transmission, storage, use and sharing with the District Camera System Data. Once the District submits a trip request to Contractor, the District shall receive a routed confirmation email from Contractor's Routing

Department that will include the run sheet. Contractor shall undertake commercially reasonable efforts to complete the installation of the Camera System in the applicable Vehicle within fourteen (14) days of Contractor routing the trip request submitted by the District, and District receiving a run sheet from Contractor's Routing Department.

c. Camera Fees

District shall be charged a Camera Fee (per Trip) that shall be applied as of the first Trip run with a Camera System installed and operating in the Vehicle. Fees for Service shall be amended to include Camera Fee according to Attachment 1. Camera Fees shall not be applied to Trips run without an operating Camera System.

d. Temporary Substitution of Vehicles

Should a substitute vehicle be required for a Trip, Contractor shall use a vehicle that has a Camera System installed to service the Trip. Unless the District provides its prior written consent, the Contractor shall refrain from servicing a Trip using a non-Camera System vehicle. If a Camera System is not installed in the substitute vehicle servicing the Trip, the District shall not be charged a Camera Fee.

e. Provision of Camera System Data

Contractor shall use commercially reasonable efforts to provide requested Camera System Data that captures interior and exterior video footage in color, high resolution, and interior audio recording.

To obtain Camera System Data, the District must request same from Contractor in writing within twenty-one (21) days after the applicable recording date. Such written request by the District must

- i. Be made by the Authorized Requestor at the District, and
- ii. Include a specific date and time range for the Camera System Data requested in two- hour increments.

Contractor will use commercially reasonable efforts to provide the requested Camera System Data within twenty-four(24) hours after its receipt of a written request for same from the District. If the District requests Camera System Data more than 27 days after the applicable recording date, Contractor will not be able to retrieve the same requested. Once extracted, the Camera System Data will be made available for viewing through a secure link. The District shall request Camera System Data solely through its designated authorized requestor(s) as detailed below. If Contractor

is requested to provide Camera System Data by any other person, Contractor has no obligation to provide the same to the requestor. The District may change its authorized requestor(s) at any time by providing written notice to Contractor.

Name of Authorized Requestor _____

Email of Authorized Requestor _____

Phone Number of Authorized Requestor _____

*Additional Authorized Requestors can be added on the following pages.

All Authorized Requestors must email cameras@everdriven.com to request audio/video data.

f. Disclaimers; Limitations

Contractor warrants that it will use commercially reasonable efforts to ensure the Camera System is properly installed and functioning in all Vehicles. Contractor shall be responsible for any damages, claims, causes of action, losses, fines, penalties, liabilities, damages, costs, or expenses (including attorney's fees and other legal expenses) arising from the Contractor's intentional or grossly negligent installation, maintenance, use, operation, lack of operation, or malfunctioning of the Camera Systems or the collection, storage, processing, transmission, disclosure, or other use of any Camera Data (including personal data) related thereto. Notwithstanding the foregoing, the District acknowledges that the Camera System is provided by a third party provider and Contractor makes no representations or warranties, and disclaims any implied warranties, including without limitation, any implied warranties of title, merchantability, fitness for a particular purpose, non-infringement with respect to the Camera System or Camera System Data.

g. Removal of Camera System

Any request to remove the Camera System from a Vehicle requires written notice from District Authorized Requestor(s) to Contractor. Contractor shall undertake commercially reasonable efforts to uninstall the Camera System from the applicable Vehicle(s) within fourteen (14) days from the date the written request from the District for removal is received by Contractor.

h. Agreement Remains in Effect; Counterparts

Except as amended by this Amendment, terms and conditions of the Agreement remain in full force and effect and are hereby restated in full. This Amendment may be executed in counterparts, which may be delivered electronically as copies, and all of such counterparts shall be deemed an original and shall constitute one and the same instrument.

Except as set forth in this Amendment, the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment 3.

DISTRICT

Signed: _____

Date: _____

Name: _____

Title: _____

CONTRACTOR

Signed:  _____

Date: 11/22/2024

Name: Danielle Press

Title: Chief Growth Officer

Name of 2nd Authorized Requestor _____

Email of 2nd Authorized Requestor _____

Phone Number of 2nd Authorized Requestor _____

Name of 3rd Authorized Requestor _____

Email of 3rd Authorized Requestor _____

Phone Number of 3rd Authorized Requestor _____

Name of 4th Authorized Requestor _____

Email of 4th Authorized Requestor _____

Phone Number of 4th Authorized Requestor _____

Name of 5th Authorized Requestor _____

Email of 5th Authorized Requestor _____

Phone Number of 5th Authorized Requestor _____

Attachment 1
Fees for Service

60+ Trips/Day*

Trip Items	Fees
Trip Fee (includes first 12 miles)**	\$71.00
Per Mile Fee (after the first 12 miles)**	\$2.58
Additional Fees (as needed/requested):	
Camera Fee (per trip)	\$2.50
Wheelchair Fee (per student)	\$35.00
Car Seat/Safety Vest Fee (per student)	\$5.15
Wait Time Fee (per hour, billed in 15 min. increments)	\$61.80
Monitor Fee (per hour, 2-hour minimum)	\$25.75
Ferry/Toll Fee	Market Fare
No Show or Late Cancel	Full Price of Trip

59 or Less Trips/Day*

Trip Items	Fees
Trip Fee (includes first 12 miles)**	\$72.10
Per Mile Fee (after the first 12 miles)**	\$2.58
Additional Fees (as needed/requested):	
Camera Fee (per trip)	\$2.50
Wheelchair Fee (per student)	\$35.00
Car Seat/Safety Vest Fee (per student)	\$5.15
Wait Time Fee (per hour, billed in 15 min. increments)	\$61.80
Monitor Fee (per hour, 2-hour minimum)	\$25.75
Ferry/Toll Fee	Market Fare
No Show or Late Cancel	Full Price of Trip

*Calculated based on the median route volume day each month.

**Includes up to 4 students/trip