

HOPSKIPDRIVE, INC.

TRANSPORTATION COORDINATION LICENSE AND SERVICES AGREEMENT

THIS TRANSPORTATION COORDINATION LICENSE AND SERVICES AGREEMENT (the “*Agreement*”) is entered into as of July 1, 2021 (the “*Effective Date*”) by and between HOPSKIPDRIVE, INC., a Delaware corporation (the “*Contractor*”), and South Whittier School District (the “*School*”).

1. **Relationship.** During the term of this Agreement, Contractor will provide transportation coordination services (the “*Services*”) to the School as described on Exhibit A attached to this Agreement by arranging transportation by HopSkipDrive drivers (“*Drivers*”) for certain riders who attend the School. The School will use an application, available on a Software-as-a-Service basis, in order to utilize the Services.

2. **Compensation.** As consideration for the Services to be provided by Contractor and other obligations, the School shall pay to Contractor the amounts specified in Exhibit B attached to this Agreement at the times specified therein.

3. **Term and Termination.** 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*”). Unless School notifies Contractor in writing of its desire to terminate this Agreement during the last thirty (30) days of the Initial Term, this Agreement shall renew for successive twelve (12) month terms (each a “*Renewal Term*”) in accordance with the terms of this Agreement; provided that the pricing for each Renewal Term 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 to account for an annual cost of living increase for each Renewal Term as determined by the Bureau of Labor Statistics for the [Los Angeles area], in addition to an additional percentage increase as shall be agreed upon in writing by the parties.]

4. **Independent Contractor.** Contractor’s relationship with the School 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 School employee benefits and, to the extent Contractors or its employees, subcontractors or affiliates otherwise would be eligible for any School 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 School 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 school and Contractor’s partners, agents and

employees, including state worker's compensation insurance coverage requirements and any US immigration visa requirements.

5. **Supervision of Contractor Services.** All of the Services to be performed by Contractor will be as agreed to between Contractor and the School in writing.

6. **Relationship between the School and its Families.**

(a) Contractor shall contact the adult parents and legal guardians of the School's riders (each, a "***Family***" and collectively, the "***Families***") regarding any 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, Contractor shall contact each of the following individuals immediately, in the following order: (i) **Kristina Stumps, (562) 944-9659 ext. 2021** immediately prior to contacting the Families.

(b) School acknowledges that it is an "Arranger" under the Terms of Use. In the event of a conflict between Contractor's Terms of Use and this Agreement, this Agreement shall control.

(c) School acknowledges that Contractor's Terms of Use specifically indicates that minors are not permitted to use HopSkipDrive accounts. School shall communicate to Families and their riders that minors are not permitted to use the HopSkipDrive app or contact Contractor's Customer Support team to request changes to their rides.

(d) School acknowledges and agrees that Contractor may, at Contractor's sole discretion, assess damage fees to School for damage to a Driver's vehicle caused by a rider, and School agrees to pay such damage fees in accordance with the terms set forth in Exhibit B. 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.

7. **Authority of School to Arrange Transportation.** School represents and warrants that it is legally authorized to arrange transportation using Contractor on behalf of the parents and guardians of School's riders.

8. **License.** Subject to all limitations and restrictions contained herein, Contractor grants School a limited, nonexclusive and nontransferable right to access and operate the object code form of the software made available to School on a Software-as-a-Service basis (the "Application"), solely to utilize the Services. In no event will School disassemble, decompile, or reverse engineer the Application or permit others to do so. By signing this Agreement, School irrevocably acknowledges that, subject to the licenses granted herein, School has no ownership interest in the Software or related materials provided to School. Contractor will own all right, title, and interest in such Software and related materials, subject to any limitations associated with intellectual property rights of third parties. Contractor reserves all rights not specifically granted herein.

9. **Marketing.** Subject to applicable laws regarding privacy of rider information, School 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 School, the number of riders transported, and the number of rides conducted. True and verifiable results do not include personal information about riders or families. School consents to Contractor’s use of School’s name, logo and/or trademark for any marketing materials that Contractor may disseminate to the public in promotion of Contractor’s Services, provided that such use of the School’s name, logo and/or trademark is solely for purposes of identifying School as a user of Contractor’s Services. School further agrees to make Contractor collateral and/or content available to Families at the sole and exclusive cost of Contractor. Collateral or content can include, but is not limited to, videos, print materials such as flyers or pamphlets, and digital newsletters.

10. **Liability; Indemnity; Insurance.**

(a) Contractor shall indemnify, defend and hold the School harmless from any third party demands, claims or losses, including but not limited to reasonable attorney’s fees (“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 to the extent that Losses have been caused by the School. School shall indemnify, defend and hold Contractor harmless from any third party Losses, to the extent caused by a material breach by School of any of its obligations under this Agreement. School will have no obligation to indemnify, defend and hold harmless to the extent that Losses have been caused by Contractor. This provision shall survive the termination or expiration of this Agreement.

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

11. **Conflicts with this Agreement.** Except as set forth in Section 6(b), above, Contractor represents and warrants that neither Contractor nor any of Contractor’s partners, employees or agents is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement. School represents and warrants that neither School nor any of School’s partners, employees or agents is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement.

12. **Background Checks / Fingerprinting.** Throughout the duration of the contract, ALL drivers shall receive criminal background checks subject to California Education Code 45125.1, and shall have no pending criminal proceeding for a felony as described in Section 45122.1, nor be convicted of a felony as described in Section 45122.1.

13. **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) **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, 48 hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address as set forth below, or as subsequently modified by written notice.

To Contractor:

HopSkipDrive, Inc.
1320 E. 7th St. Suite. 200
Los Angeles, CA 90021
Attn: Legal Department
Email: legal@hopskipdrive.com

To School:

South Whittier School District

11200 Telechron Ave.

Whittier, CA 90605

(d) **Choice of Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California, without giving effect to the principles of conflict of laws.

(e) **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.

(f) **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.

(g) **Force Majeure.** Neither the School 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, riots, wars, illness of a Driver, a Driver's mechanical problems, or any other similar cause.

(h) **Arbitration.** Any dispute or claim arising out of or in connection with any provision of this Agreement will be finally settled by binding arbitration in Los Angeles, California, in accordance with the rules of the American Arbitration Association by one arbitrator appointed in accordance with said rules. The arbitrator shall apply California law, without reference to rules of conflicts of law or rules of statutory arbitration, to the resolution of any dispute. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this paragraph, without breach of this arbitration provision.

(i) **Publicity.** Contractor shall have the right to publicize that it is a transportation services provider for the School.

(j) **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.

[SIGNATURE PAGE FOLLOWS]

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

By: _____
Joanna McFarland, CEO

Address: 1320 E. 7th St. Suite. 200
Los Angeles, CA 90021

Date: _____

South Whittier School District

By: _____
Stacy Ayers Director of Assessment, Accountability, and Parent Engagement

Address: 11200 Telechron Ave.
Whittier, CA 9060

Date: _____

EXHIBIT A

DESCRIPTION OF SERVICES

School may create an account on Contractor's platform and request rides for School'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.

Cancellation Policy: Rides cancelled more than eight (8) hours of the pickup time shall result in no charge to School. Rides cancelled between one (1) and eight (8) hours of the pickup time shall result in a charge equal to fifty percent (50%) of the estimated ride charge; rides cancelled within one (1) hour of the pickup time shall result in a charge equal to one hundred percent (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 one (1) hour time period.

Drivers shall wait up to fifteen (15) minutes after the arrival times listed above prior to departing, regardless of whether all, some or none of the scheduled riders have entered the vehicle.

EXHIBIT B

FEE

For Services rendered by Contractor under this Agreement, School shall pay Contractor the following fees (collectively, the "**Fee**") in addition to any damage fees imposed at the sole discretion of Contractor pursuant to Section 6(d) of the Agreement:

- Twenty Four Dollars (\$24) Base Fee and two dollars and fifty cents (\$2.50) Dollars per Mile + Ten Cents (\$.10) per Ride California Access for All Fee

Contractor shall provide School with an invoice via email **Kristina Stumps, kstumps@swhittier.net** in a format consistent with the following Sample Invoice and Sample Supporting Documentation, within thirty (30) days of the end of each month during which Services were provided. School shall pay Contractor within thirty (30) days of School's receipt of such invoice. 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. School 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, School's failure to provide timely payment may be deemed a material breach of this Agreement and Contractor shall be entitled to terminate this 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.

Sample Invoice

HopSkipDrive, Inc.
 1933 S. Broadway, Ste. 1144
 Los Angeles, CA 90007 US
 accounting@hopskipdrive.com
 hopskipdrive.com



HopSkipDrive

Invoice

BILL TO

ABC School District
 123 Fake St.
 Los Angeles, CA 90007

INVOICE # 1957
DATE 04/01/2019
DUE DATE 05/01/2019
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
4031.2 B2B Base plus miles Completed Trips Base plus miles Completed Trips	4	31.0925	124.37
4032.2 B2B Base plus miles Cancelled Trips Base plus miles Cancelled Trips	2	12.83	25.66

To pay your invoice by credit card or free bank transfer click "Review and Pay" on the invoice then click "Pay Now".

BALANCE DUE

\$150.03

You can also pay via Bill.com at <https://app.bill.com/Login>.
 (Payment Network ID 0160726151291838)

SAMPLE

Organizer Invoice 1957 Account #12345

April 1, 2019 to April 30, 2019

ABC School District

123 Fake St., Los Angeles, CA, 90007 USA

Invoice Total: \$150.03

Scheduled Start	Trip ID	Trip State	Origin Address	Destination Address	Passengers or Cancelled Passengers	Est. Miles	Total Due
4/29/2019 12:15:00 PM	1489196	canceled	123 Fake St. Los Angeles, CA 90007 USA	456 ABC St. Sherman Oaks, CA 91403 USA	Passenger Four	9.23	\$12.52
4/29/2019 10:30:00 AM	1489193	canceled	789 Test St. Sherman Oaks, CA 91403 USA	123 Fake St. Los Angeles, CA 90007 USA	Passenger One Passenger Three	7.81	\$13.14
4/10/2019 2:15:00 PM	1449500	complete	789 Test St. Sherman Oaks, CA 91403 USA	456 ABC St. Sherman Oaks, CA 91403 USA	Passenger One Passenger Two	7.70	\$33.05
4/10/2019 10:15:00 AM	1449496	complete	456 ABC St. Sherman Oaks, CA 91403 USA	123 Fake St. Los Angeles, CA 90007 USA	Passenger Four Passenger Three	7.81	\$32.76
4/4/2019 12:30:00 PM	1437516	complete	123 Fake St. Los Angeles, CA 90007 USA	456 ABC St. Sherman Oaks, CA 91403 USA	Passenger Two Passenger Four	9.23	\$25.58
4/4/2019 9:15:00 AM	1437498	complete	789 Test St. Sherman Oaks, CA 91403 USA	123 Fake St. Los Angeles, CA 90007 USA	Passenger Three Passenger One	7.81	\$32.98
Grand Total						49.59	\$150.03

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