

TRANSPORTATION SERVICE AGREEMENT

THIS AGREEMENT ("Agreement"), as set forth herein between ADROIT Advanced Technologies, Inc., and (from now on referred to as ("ADROIT"), and San Mateo Union High School District. (from now on, referred to as ("The Client")) represents a mutual understanding and agreement whereby ADROIT will provide to The Client certain services as set forth below.

PURPOSE The purpose of this Agreement is to manage and coordinate specialized transportation services for The Client's students and passengers.

NOW, THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The initial term of this Agreement shall commence on July 2nd, 2021, and end on July 31st, 2022. At the end of the initial term, this Agreement will be renewed automatically to avoid any disruption to the service for successive twelve (12) months periods (each a "Renewal Term") on the same terms and conditions unless either party provides the other with not less than 30 days prior written notice that the agreement should terminate of its then-current term at the end. Should service continue, a 3% price increase will be added to the services and fees in "Attachment Document 1" as an inflation adjustment for the following Renewal Term. In the event of a material breach of this Agreement, either party may terminate this Agreement with thirty (30) day notice to cure the breaching party. If the breach is not cured, this Agreement will terminate immediately following the thirty (30) day notification period.

2. The Client may request, from time to time, that ADROIT coordinate transportation services, which ADROIT may agree to coordinate. To the extent accepted by ADROIT, ADROIT agrees to coordinate such transportation services, and The Client agrees to pay ADROIT in accordance with the provisions of this Agreement. ADROIT's coordination of such transportation services pursuant to this Agreement is sometimes referred to herein as the "Services."

In operating under this Agreement, The Client will purchase services in accordance with the pricing set forth in "Attachment Document 1" of this Agreement, which is attached hereto and incorporated herein by this reference.

3. ADROIT agrees to coordinate the supply of such vehicles (the "Vehicles") as may be necessary to lawfully address the transportation requirements of The Client. The Client requires that all such Vehicles shall fully comply with all applicable laws and regulations. ADROIT shall

be solely responsible for the management and logistical support necessary to coordinate all Vehicles used in transporting students.

4. ADROIT shall provide qualified and properly licensed personnel as required by laws and regulations and as deemed appropriate by ADROIT terms of services stated in this agreement. While ADROIT may contract with independent contractor drivers who will provide actual transportation services for The Client, ADROIT shall remain responsible for the coordination of the Services under this Agreement. ADROIT expressly represents and warrants to The Client that it will contract with independent contractor drivers who are properly licensed to perform the agreed-upon Services.

5. ADROIT shall submit to The Client, on or before the fifteenth 15th day of each month, a statement based on the rates set forth hereinafter as the rates at which The Client must reimburse ADROIT for the costs of transportation services rendered to The Client during the previous month. Within the said monthly statement, ADROIT will provide a summary report of the total number of rides provided by ADROIT and the type of services rendered.

6. ADROIT shall be paid the agreed sum based on fees outlined in "Attachment Document 1", which is attached hereto and incorporated herein by this reference. ADROIT shall invoice The Client for the provision of the Services on a monthly basis and shall be paid therefore within thirty (30) days after The Client's receipt of ADROIT's invoice for the provision of the Services for the relevant month. If payment is late, for any reason, a late payment fee equal to three percent (3%) of such past due sum will be assessed for each month late, and that late payment fee is to be added on one of the following invoices in ADROIT's favor.

7. ADROIT shall obtain and maintain insurance in full force and effect during the term of this Agreement and at no cost to the Client. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount(s) specified below:

☒ General Liability \$1,000,000 (applies to all agreements; no exclusion for molestation or abuse)

☒ Motor Vehicle Liability Insurance \$1,000,000 (to be checked if motor vehicle used in performing services)

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. An umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the

benefit of The Client before The Client's own insurance or self-insurance shall be called upon to protect it as a certificate holder.

8. ADROIT shall require each Contractor personnel or independent Contractor driver in a position requiring contact with students to undergo a background check verifying no prior convictions for or pleas of nolo contendere to a felony or misdemeanor offense involving moral turpitude, including any sexual offense involving a child.

9. Drivers are subject to DMV record screening, as well as the Department of Justice (DOJ) and FBI.

10. ADROIT hereby agrees to indemnify and hold The Client, its Board Members, employees, agents, officers, and assigns free and harmless from and against all claims, causes of action, liabilities, damages, expenses, and costs (including, but not limited to, attorney fees and court costs) arising out of (a) any injury to any person or property sustained by The Client and/or ADROIT and/or any student(s), in connection with the negligent provision of the Services that are to be provided by the independent contractor drivers pursuant to this agreement, and (b) any injury to any person or property sustained by any person or entity which is caused or alleged to be caused by any act, neglect, fault or omission on the part of ADROIT or its agents, affiliates and independent contractors in connection with the provision of the Services, whether or not said injury or damage occurs on or off The Client property.

11. In providing the management and logistical support necessary to coordinate the Services, ADROIT shall be and act as an independent contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of The Client. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. ADROIT understands and agrees that as an independent contractor, it will not be eligible to participate in any benefits or privileges given or extended by The Client to its employees. ADROIT shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any interest, penalties, or other sums due thereon and shall indemnify; and hold The Client, its Board Members, Officers, employees and agents free and harmless therefrom.

12. The Client agrees during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, The Client will not, directly or indirectly, or by acting in concert with others, employ, attempt to employ, or solicit for employment, any employee, independent contractor or other people who have performed services for ADROIT at any time during the term of this Agreement.

13. All notices or other communication required or permitted hereunder shall be in writing and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile or e-mail transmission, and shall be deemed received upon the date of receipt thereof.

The Client

San Mateo Union High School District
650 N. Delaware Street,
San Mateo, CA 94401
(650) 558-2299

ADROIT

ADROIT Advanced Technologies, Inc.
1625 El Camino Real Ste 4
Belmont, CA 94002
(888) 778-3413

14. This Agreement and Attachment Documents, which are incorporated herein by this reference, and if applicable, the attached proposal constitutes the entire Agreement between the parties with respect to the provision of the Service and may not be amended except by a written document signed by each of the parties.

15. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.

16. In the event that either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorney fees in the judgment rendered in such action.

17. In the event any of the provisions or portions thereof of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it shall not be affected.

18. Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of this Agreement.

This Agreement may be signed in one (1) or more counterparts, each of which shall constitute an original but all of which together shall be one (1) and the same document.

The Client

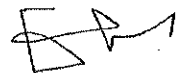
Name of Representative/Title: Holly Wade Ph.D., Director of Special Education

Signature: 

Date: 7/21/21

Adroit Advanced Technologies, Inc.

Name of Representative/Title: Emran Saidan, CEO

Signature: 

Date: 07/21/2021

This Agreement may be signed in one (1) or more counterparts, each of which shall constitute an original but all of which together shall be one (1) and the same document.

The Client

Name of Representative/Title: Holly Wade Ph.D., Director of Special Education

Signature: 

Date: 7/21/21

Adroit Advanced Technologies, Inc.

Name of Representative/Title: Emran Saidan, CEO

Signature: _____

Date: _____

Attachment Document 1

Fees Declaration

ADROIT will charge The Client a Base Service Fee per ride, which includes the first (10) miles. The Service type is determined by vehicle capacity, student requirements, and vehicle availability. An additional per-mile fee will be charged for any ride longer than (10) miles.

The pricing table below outlines all associated fees:

Service Type (First 10 miles included)	Fee
Sedan	\$65
Large Vehicle	\$87
Wheelchair Accessible	\$150

Additional Services and Fees (As needed/required)	Fee
Additional Miles (For each mile after the included miles)	\$2.25
Safety Equipment (Per equipment/student/ride)	\$3
Attendant/Aide (Per hour, 2 hours minimum per ride)	\$30
Wait Time (Per hour, billed in 15 minutes increments)	\$60
No-Show or Late Cancel	Full Price of Ride
Toll (If applicable)	TBD
Hard to Serve (If applicable)	TBD

Definitions:

Base Service Fee (Ride Fee): The fee charged for a ride is a one-way transportation event with a student or attendant onboard.

Examples include:

- **Residence to School:** When a student or a group of students are picked up from a residence(s) and dropped off at school(s).
- **School to Residence:** When a student or a group of students are picked up from a school(s) and dropped off at their residence(s).

The Client will be charged by adding the total number of rides serviced, no-showed, and late canceled. The Client will only be charged for the miles incurred while a student or attendant is onboard.

Service Type: The type of vehicle used to transport a student or a group of students. The Service type is determined by vehicle capacity, student requirements, and vehicle availability.

Sedan Service: Our basic service for transporting up to (3) students. All subject to students' needs/requirements and vehicle availability.

Large Vehicle Service: Our upgraded service for transporting up to (5) students. All subject to students' needs/requirements and vehicle availability.

Wheelchair Accessible Service: Our special service for transporting students requiring a wheelchair vehicle. This is a per student/per ride service. All subject to the students' needs/requirements and vehicle availability.

Additional Services and Fees: These services are only incurred per The Client's request to provide such service. They can include but not limited to:

Additional Miles Fee: A per-mile fee charged to any ride with mileage longer than the miles included in the Base Service Fee. Refer to the Service Type table.

Safety Equipment Fee: A per-student/per-ride fee charged for students requiring safety equipment in compliance with safety standards and regulations such as Buckle Guards, Safety Vests, Car Seats, Booster Seats, and other additional equipment.

Attendant/Aide Service: When The Client requests, ADROIT can provide a ride Attendant for the student for a fee. When The Client provides the Attendant, they are not charged an "Attendant/Aide Fee" Whether provided by ADROIT or The Client, the mileage incurred while an Attendant is onboard the vehicle without a student (transporting the Attendant to and from their pick-up location) is considered part of the overall ride mileage and will be invoiced to The Client accordingly.

Waiting Time Fee: A fee charged for waiting for a student for more than 5 minutes when authorized by The Client. The fee is charged on an hourly basis in 15-minute increments rounded up to the next increment. In the case of a student being undeliverable upon drop off at the residence, then the charge is authorized by ADROIT, and The Client will be charged and informed when such takes place.

Toll Fee: A toll fee is charged only if a ride incurred a toll while transporting a student(s). This fee is determined by the toll operator.

Hard to Serve Fee: A recurring fee charged if the student(s) express extreme behavior or ride conditions are deemed difficult. This discussed fee would be charged only with The Client's approval. If no agreement could be reached, ADROIT may decline to service that particular ride. e.g., Students with aggressive behavior, who launch bodily fluids, or live in remote area locations or other difficulties.

Invoicing

At the beginning of each month, an invoice showing the number of rides and the total cost will be electronically sent to The Client's concerned administrator for the previous month. A detailed report may be attached to the invoice; however, all previous months' ride activity will be visible in our client dashboard. In the event of a No-Show or Late Cancel, the ride will be invoiced at the full normal rate. ADROIT requires a 24-hour notice to stop or remove a student from a ride; failing to do so will result in a charge for that day only. Reviewing the emailed invoices is the Client's responsibility; any disputed charges must be submitted within 30 days from the invoice date to be considered and looked into. A 3% price increase will be added to the services and fees in "Attachment Document 1" as an inflation adjustment for the following Renewal Term.

Mileage Charges

Mileage charges are based on driving distance calculations from a third-party provider (e.g., Google Maps, MapQuest, Apple Maps). The calculations are based on the fastest route, and the total is rounded up to the next whole mile. ADROIT shall be responsible for plotting the routes collectively and individually using ADROIT's proprietary Routing and Monitoring Software. The Client will be only required to pay for mileage from and to destinations that are already authorized by The Client.

When Routes Change or Students are Added, or Removed

When it becomes necessary to change a route for any reason(s), including adding or removing students, ADROIT shall plot the revised or new route using ADROIT's Routing and Monitoring Software as described above in the most efficient manner based on the information known to ADROIT at that time.

Routes will be optimized from time to time as deemed necessary by ADROIT or requested by The Client. Routes will not be optimized more than once a month. If The Client adds a Student to be transported, that Student may be individually transported until routes are optimized or based on vehicle availability.

Fuel Surcharges

When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 35% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. Thus, if the price of gasoline, according to the gasoline price index, is \$5.20, the increase would be 35% of 20 cents or 7 cents. The gasoline price index to be used shall be found under the category of "[Your Specific State or Region] U.S. Regular Gasoline Prices* (dollars per gallon)" on the following website: https://www.eia.gov/dnav/pet/pet_pri_and_dcus_sca_w.htm

The above applies to both Standard Rides and Multi-Client Rides with the exception of how Multi-Client Ride costs are calculated and prorated. See "Attachment Document 3" for details.

Attachment Document 2

Definitions

The Client agrees that the following policies shall be followed related to ADROIT's software usage and students No-Show, Late Canceled rides and reports for the service provided by ADROIT:

Routing and Monitoring Software

ADROIT uses its own Routing and Monitoring Software and can use any other supporting software deemed necessary to ensure the best quality of service. ADROIT's Routing and Monitoring Software consist of four interconnected components that work together:

- **ADROIT Dashboard:** ADROIT's proprietary technology that allows for routing and live safety monitoring, among many other things to be possible.
- **Client Dashboard:** Enables The Client to monitor all service transactions concerning their account, communicate with ADROIT's administrators, and review reports.
- **ADROIT Rides:** ADROIT's mobile application that enables students' guardians to monitor their kid's rides, cancel rides when needed, and communicate with ADROIT's Customer Care team. No changes to the service agreed upon with The Client shall happen without The Client's approval first.
- **ADROIT Partner:** ADROIT's mobile application that enables real-time monitoring, communication, and gaining insights into the safety of each and every ride.

More information available in terms of service on our website www.goadroit.com.

No-Show and Late Cancel

No-Show: This is when an attempt to pick-up a student occurs, but the student is not there or is not ready without previous notice by The Client or the student's guardian. The partner (driver) will wait (3) minutes from the scheduled pickup time before a No-Show is determined. It is The Client's responsibility to monitor student attendance and inform ADROIT of any change to a students' transportation such as removing a student from a route due to multiple No-Shows. ADROIT may inform The Client when a scheduled ride is a No-Show for (3) entire consecutive days.

Late Cancel: This is when a notice of ride cancelation from The Client or the student's guardian occurs less than (2) hours from the scheduled ride's start time.

Rides, where a No-Show or Late Cancel occurs, are invoiced at full normal rate.

Possible Protocols for No-Shows

If a morning single rider No-Show occurs, The Client will be invoiced for the morning ride, and the afternoon ride will remain scheduled unless ADROIT is notified by The Client or the student's guardian to cancel the afternoon ride within the early cancel window.

If a morning No-Show occurs for one student in a multi-passenger ride, the afternoon ride always remains scheduled.

Permanent Student Transportation Cancellation

The Client may cancel transportation for a student permanently by contacting ADROIT. If the student is a single rider, the route will be removed entirely, and the partner (driver) then becomes immediately available to service other routes. If the student was transported with other passengers, then they will be removed from the route, the student's spot will become available and may be replaced with a different student, if available, to consolidate routes.

Temporary Student Transportation Cancellation

The Client may cancel transportation for a student temporarily for several days by contacting ADROIT. Because this is a temporary change, the student is not replaced on the route, and their space on the route is reserved for their return. If the student is a single rider and the student is canceled temporarily, no charges will be assessed. When canceling temporarily the pick-up/drop-off for a student who is part of a multi-passenger ride, The Client will be charged the normal ride rate.

It is The Client's responsibility to communicate to ADROIT changes to schedules, calendars, and transportation requests in a timely manner.

Attachment Document 3

Multi-Client Invoicing

Should The Client choose to share rides with a neighboring client that is also under contract with ADROIT, the shared ride will be prorated and invoiced according to the following explanation:

Proration of Ride Fees - ADROIT's charging process

1. Client Standard Rides

Each client's students are routed as standard (stand-alone) rides, client-specific pricing is applied.

Example:

- Client A has two students whose ride costs \$90 (Ride 1)
- District B has a single student whose ride costs \$100 (Ride 2)

2. Multi-Client Rides

All of the students from the participating clients, as identified above, are combined into the most cost-effective rides, yielding new "Multi-Client Rides" and subsequent ride costs.

Example (cont.):

- Combined ride cost for all three students \$110 (Multi-Client Ride)

3. Proration of Costs for Multi-Client Rides

The total cost of the multi-client rides is then allocated to each client based upon the percentage of the client's standard ride costs (found in step 1) as compared to the multi-client ride costs (found in step 2). In addition, a 10% coordination fee will be added to each client's proportion.

Example (cont.):

- Client A standard ride cost = \$90
- Client B standard ride cost = \$100
- Combined multi-client ride cost = \$110

- Client A's proportioned cost % of combined ride cost = $90/190 = 47.4\%$
- $10 * 0.474 * 1.1 = \$57.35$ (Client A's combined ride cost responsibility)

- ★ Client B's proportioned cost % of combined ride cost = $100/190 = 52.6\%$
- ★ $110 * 0.526 * 1.1 = \mathbf{\$63.65}$ (Client B's combined ride cost responsibility)

4. No-Shows and Cancelations

For all Multi-Client Rides, No-Shows and Cancelations will apply to each client invoice.

District:	San Mateo Union High School District
Contact:	Amber Vigil
Date:	7/14/21
School Year:	2021-2022



Transportation Quote

Arka Ghosh - Avalon Academy

Outbound Ride Quote	Values		Return Ride Quote	Values
Number of Riders	1		Number of Riders	1
Wheelchair Service Fee	\$100.00		Wheelchair Service Fee	\$100.00
Number of Miles	8		Number of Miles	8
Mileage Charges	\$0.00		Mileage Charges	\$0.00
Additional Equipment (0)	\$0.00		Additional Equipment (0)	\$0.00
Aide (0)	\$0.00		Aide (0)	\$0.00
Tolls (0)	\$0.00		Tolls (0)	\$0.00
Total	100.00		Total	100.00

Round Trip \$200 x 180 days= \$36,000

District:	San Mateo Union High School District
Contact:	Amber Vigil
Date:	7/14/21
School Year:	2021-2022



Transportation Quote

Simon Wright - Palo Alto Prep School						
Outbound Ride Quote		Values		Return Ride Quote		Values
Number of Riders		1		Number of Riders		1
Sedan Service Fee		\$65.00		Sedan Service Fee		\$65.00
Number of Miles		24		Number of Miles		27
Mileage Charges		\$31.50		Mileage Charges		\$38.25
Additional Equipment (0)		\$0.00		Additional Equipment (0)		\$0.00
Aide (0)		\$0.00		Aide (0)		\$0.00
Tolls (0)		\$0.00		Tolls (0)		\$0.00
Total		96.50		Total		103.25

Round Trip \$199.75 x 182 days= \$36,354.50

District:	San Mateo Union High School District
Contact:	Amber Vigil
Date:	7/14/21
School Year:	2021-2022



Transportation Quote

Daniel Nguyen - Creative Learning Center						
Outbound Ride Quote		Values		Return Ride Quote		Values
Number of Riders		1		Number of Riders		1
Sedan Service Fee		\$65.00		Sedan Service Fee		\$65.00
Number of Miles		8		Number of Miles		8
Mileage Charges		\$0.00		Mileage Charges		\$0.00
Additional Equipment (1)		\$3.00		Additional Equipment (1)		\$3.00
Aide (0)		\$0.00		Aide (0)		\$0.00
Tolls (0)		\$0.00		Tolls (0)		\$0.00
Total		68.00		Total		68.00

Round Trip \$136 x 212 days = \$28,832.00

District:	San Mateo Union High School District
Contact:	Amber Vigil
Date:	7/14/21
School Year:	2021-2022



Transportation Quote

Nathan Nguyen - Creative Learning Center						
Outbound Ride Quote		Values		Return Ride Quote		Values
Number of Riders		1		Number of Riders		1
Sedan Service Fee		\$65.00		Sedan Service Fee		\$65.00
Number of Miles		8		Number of Miles		8
Mileage Charges		\$0.00		Mileage Charges		\$0.00
Additional Equipment (1)		\$3.00		Additional Equipment (1)		\$3.00
Aide (0)		\$0.00		Aide (0)		\$0.00
Tolls (0)		\$0.00		Tolls (0)		\$0.00
Total		68.00		Total		68.00

Round Trip \$136 x 212 days = \$28,832.00