

TRANSPORTATION COORDINATION LICENSE AND SERVICES AGREEMENT

THIS TRANSPORTATION COORDINATION LICENSE AND SERVICES AGREEMENT (the "*Agreement*") is entered into as of February 1, 2026 (the "*Effective Date*") by and between HOPSKIPDRIVE, INC., a Delaware corporation (the "*Contractor*"), and DeSoto Independent School District, a political subdivision of the State of Texas, and a legally constituted Independent School District located within DeSoto, Dallas County, Texas (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 and from the Organization as described in Exhibits A & B, attached to this Agreement, by arranging transportation via 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 in writing to the Organization from time to time.
2. **Compensation & Payment.**
 - a. 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 (the "*Fees*").
 - b. The amount 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 the Contractor's income). Contractor shall be entitled to pass through all such applicable taxes and surcharges without the need to amend this pricing schedule.
 - c. Organization shall pay Contractor within thirty (30) days of Organization's receipt of an invoice according to the instructions contained in the invoice. If 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.
 - i. "*Shared Billing*" is a functionality that allows payment responsibility for Services to be shared with another organization. Should the Services include Shared Billing, Organization represents and warrants that it has secured the necessary approvals from the organization sharing responsibility for the payment of all Fees associated with the Services. Furthermore, Organization shall remain ultimately responsible for all Fees associated with the Services in the event of nonpayment by the organization sharing payment responsibility.

3. **Term and Termination.**

- a. **Term.** The term of this Agreement shall be from the Effective Date to June 30, 2026, subject to the termination and other provisions contained herein.
- 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 termination.

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 "*CareGiver*" and collectively, the "*CareGivers*") in the event of a serious incident in connection with the Services, including without limitation, an accident.
- b. Organization acknowledges that Contractor's Terms of Use specifically indicate that minors are not permitted to use Contractor's accounts. Organization shall communicate with the CareGivers 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 via telephone

and email 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 and use 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 or the Services;
 - ii. Modify, translate, or create derivative works based on the Platform or the Services;
 - iii. Copy, rent, lease, distribute, pledge, assign, or otherwise transfer or allow any lien, security interest, or other encumbrance on the Platform or the Services;
 - iv. Hack, manipulate, interfere with, or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform, the Services, or their related systems, hardware or networks or any content or technology incorporated in any of the foregoing;
 - v. Remove or obscure any proprietary notices or labels of Contractor or any of its third-party licensors on the Platform, or the Services;
 - vi. Remove or alter any of the logos, trademarks, patents or copyright notices, confidentiality or proprietary legends or other notices or markings that are on or in the Platform or Services; or
 - vii. Use the Platform or Services as the basis for developing competitive services or solutions (or contract with a third-party to do so).

By signing this Agreement, Organization irrevocably acknowledges that, subject to the licenses granted herein, Organization has no ownership interest in the Platform or Services, or any related software or other materials provided to Organization. Contractor owns all rights, titles, and interests in the Platform and Services 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. The Contractor shall own all rights, titles, and interests of any such developments to the Platform or Services made by or on behalf of Contractor in response to any such feedback from the Organization.

- c. The Organization acknowledges that any unauthorized use of the Platform or Services will cause irreparable harm and injury to the Contractor. 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 or Services in violation of the limited license granted herein or uses the Platform or Services 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 PAID FOR THE SERVICE FOR THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM HAS ARISEN, REGARDLESS OF THE BASIS OF THE CLAIM.
- b. TO THE FULLEST EXTENT PERMITTED BY LAW, AND WITHOUT WAIVER OF ANY GOVERNMENTAL, STATUTORY, OR SOVEREIGN IMMUNITIES OR DEFENSES, NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE BASIS OF THE CLAIM AND IRRESPECTIVE OF WHETHER SUCH PARTY SHALL HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY THEREOF.
- c. Contractor shall indemnify, defend, and hold the Organization 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 Organization. To the extent permitted by law, and without waiver of any governmental, statutory, or sovereign immunities or defenses, Organization shall indemnify, defend, and hold Contractor harmless from any third-party Losses to the extent caused by a material breach by Organization of any of its obligations under this Agreement. Organization 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.
- d. Contractor shall maintain minimum required insurance coverage as set forth in 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 in Exhibit C.

- e. Contractor may submit a written request to the Organization for reimbursement of actual costs exceeding \$1,000 for physical damage to a Driver's vehicle or professional cleaning directly caused by a Rider's intentional misconduct. Such request must include supporting documentation (e.g., photos, receipts, repair estimates), and the Organization reserves the right to review, dispute, or deny the request in whole or in part. Any reimbursement shall be subject to applicable law, district policy, and availability of funds.

8. **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, to each Party's knowledge, 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. To the best of its knowledge and in compliance with applicable data privacy laws, it has the right and has obtained the necessary consents to provide Contractor and the Drivers with all of the data and personally identifiable information ("**PII**") necessary for the purposes contemplated by this Agreement, and hereby grants permission to Contractor and the Drivers to process such PII, including sharing such PII with third parties, to the extent necessary to enable the Contractor to provide the Services;
 - 2. It will use commercially reasonable efforts to prevent unauthorized access to or use of the Platform or Services and notify Contractor promptly of any such unauthorized use and access;
 - 3. To the extent permitted by law, it is legally authorized to arrange transportation using Contractor on behalf of the CareGivers of the Organization's Riders;
 - 4. It will use the Platform and Services only in accordance with the contract and guidelines provided for each Rider as well as all applicable laws and regulations;
 - 5. It acknowledges receipt of and is familiar with HopSkipDrive Community Guidelines, found at <https://www.hopskipdrive.com/guidelines/> (the "**Guidelines**"). Furthermore, it has shared the Guidelines with all individuals responsible for the scheduling of rides and CareGivers of Riders;

6. ~~Te~~ the best of its knowledge, Organization is not aware of any Rider having engaged in or been accused of actions that would violate the Guidelines; and
7. It will not schedule rides for a Rider that does not meet the Guidelines.

b. **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM AND SERVICES ARE 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 PLATFORM, PRODUCTS, OR SERVICES PROVIDED BY IT. CONTRACTOR DOES NOT WARRANT THAT THE PLATFORM, PRODUCTS, OR SERVICES PROVIDED ARE ERROR-FREE, OR WILL GUARANTEE A CERTAIN RESULT, OR THAT OPERATION OF SUCH PARTY'S PLATFORM, 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.

9. **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 of 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 party 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.

10. **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 sent electronically in writing to the primary email address provided for Contractor and Organization below. Such electronic transmission shall be deemed delivered, if received on the day of receipt or if received outside of business hours, on the next business day.

Contractor
Primary email address: contracts@hopskipdrive.com

Organization
Primary email address: [Insert District Email]

- d. **Choice of Law & Venue.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas. Any legal suit, action, or proceeding arising out of or relating to this Agreement

shall be instituted in the federal courts of the United States of America or the courts of the State of Texas in each case located in Dallas County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

- 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 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, ("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.
- h. **Publicity/Marketing.** Contractor shall have the right to publicize that it is a transportation services provider for the Organization. Organization consents to Contractor's use of Organization's name, logo, and/or trademark for any materials that Contractor may disseminate in promotion of Contractor's Services, provided that such use of the Organization's name, logo, and/or trademark is solely for purposes of identifying Organization as a user of Contractor's Services.
- i. **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.
- j. **Criminal History Record Information.** Pursuant to applicable laws, Contractor shall ensure that all employees, subcontractors, and all Drivers with direct, in-

person contact with Riders shall undergo a criminal background check. Any costs or fees associated with these background checks will be paid for by Contractor.

- k. **Advice of Counsel.** EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH A 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.
- l. **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 solely 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. Contractors and such independent contractors shall comply with FERPA and all applicable Texas laws relating to student privacy. Contractor and such independent contractors shall not use, disclose, or share Student Educational Records for any purpose other than performing its obligations under this Agreement and shall not use, sell, rent, or disclose such data for targeted advertising, commercial analytics, or other commercial purposes.
- m. **Assignment.** Neither Party may assign this Agreement by operation of law or otherwise 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 in accordance with this section will be null and void.
- n. **Jury Trial Waiver.** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT.
- o. **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.

- p. **Open Records.** The Parties acknowledge that the Organization is subject to the Texas Public Information Act, Chapter 552, Texas Government Code. If Contractor provides information to the Organization that Contractor believes is confidential, Contractor must clearly mark the information as such. If the Organization receives a request for information under the Public Information Act, the Organization will notify Contractor of the request, but Contractor shall be responsible for submitting arguments to the Texas Attorney General regarding whether the requested Contractor information is exempt from disclosure.
- q. **Survival.** Upon expiration or termination of this Agreement, Sections 7-10 of this Agreement shall survive.

[SIGNATURE PAGE FOLLOWS]

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

HopSkipDrive, Inc.

By: _____
(Signature)

Name: _____
(Printed Name)

Title: _____

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

Date: _____

DeSoto Independent School District

By: _____
(Signature)

Name: _____
(Printed Name)

Title: _____

Address: 200 E. Belt Line Rd.
DeSoto, TX 75115

Date: _____

EXHIBIT A

DESCRIPTION OF SERVICES

Organization may create an account on Contractor's platform to connect, arrange for, and schedule transportation and associated with in-ride care services for minors and other eligible Riders.

Services, as described in this Agreement and as amended by Contractor from time to time, are the facilitation of transportation for Riders provided by Drivers. Services may also include additional services ("***Additional Services***") as specified in Exhibit B.

All Services and Additional Services are offered consistent with and provided by Drivers who are subject to HopSkipDrive's Zero Tolerance Policy and Community Guidelines. Organization is solely responsible for requesting the appropriate type of Service or Additional Service for each Rider and represents that it has the authority to request a specific Service or Additional Service for each Rider. There is no guarantee of requests for Services or Additional Services by entering into this Agreement, creating an account, or making requests for Services or Additional Services. Contractor also makes no guarantees regarding the availability or minimum volumes of Services or Additional Services.

Services and Additional Services 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 the following (the "**Fees**"):

ITEM	PRICING
Base Fare	\$30.00 "Base Fare" is a fixed cost per trip mobilization fee.
Per Mile Fee (based on estimated distance)	\$2.75
Minimum Trip Fee	\$50.00
Primary CareDriver Plus (PCD+)	\$12.00 "PCD +": For Riders requiring a consistent driver, HopSkipDrive offers the option of requesting a Primary Care Driver for a Ride Series. A Ride Series is created when a ride organizer requests recurring Rides for a Rider.
Toll Fee	Market Fare
No Show (Rider has not shown up to pick-up location within ten (10) minutes of scheduled pick-up time) or Late Cancel (fewer than two (2) hour notice before scheduled Service)	Full Estimated Ride Fee
Wait Time Fees (billed after ten (10) minutes for rides ultimately completed)	\$10.00
Gas Price Adjustment	When the average gasoline price in Texas 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. The gasoline price index to be used shall be found on the following website: https://www.eia.gov

ADDITIONAL SERVICES

The following additional services ("Additional Services"), may be made available in markets where they are offered by Contractor upon request of Organization. Additional Services may be arranged with Wheelchair Accessible Vehicles, Rider Assistants, or Para-Professionals from partner organizations (such organizations are referred to as "CarePartners") for Riders with highly specialized requirements. Fees for Additional Services are offered per-service and are in addition to the Fees listed above:

ITEM	PRICING	DESCRIPTION OF SERVICES
Mini-Van	\$30.00 per ride	Facilitation of transportation for Riders provided by Drivers whose vehicles are designed to transport up to seven passengers in two or three rows (“ Mini-Vans ”).
Wheelchair Accessible Vehicle	\$55.00 per ride	Facilitation of transportation for Riders provided by Drivers whose vehicles are capable of transporting motorized wheelchairs (“ Wheelchair Accessible Vehicles ” or “ WAV ”).
Rider Assistant	\$35.00 per hour (minimum requirement of two (2) hours)	Facilitation of transportation for Riders provided by Drivers who are accompanied by another adult in the vehicle (a “ Rider Assistant ”).
Para-Professional	\$45.00 per hour (minimum requirement of two (2) hours)	Facilitation of transportation for Riders provided by Drivers who are accompanied by a trained paraprofessional (“ Para-Professional ”).
Safe Ride InSight™	\$5.00 per ride	Facilitation of transportation for Riders provided by Drivers whose vehicles are equipped with a camera capable of recording audio and/or video footage of the interior and/or exterior of the vehicle during a ride (“ Safe Ride InSight ”).
Forward-Facing Carseat*	\$5.00 per ride	Facilitation of transportation for Riders provided by Drivers whose vehicles are equipped with a forward-facing carseat.
Seatbelt Buckle Guard*	\$5.00 per ride	Facilitation of transportation for Riders provided by Drivers whose vehicles are equipped with a seatbelt buckle-guard.
Safety Vest and/or Car Harness*	\$5.00 per ride	Facilitation of transportation for Riders provided by Drivers whose vehicles are equipped with a safety vest.
<p><i>*Forward-Facing Carseat, Seatbelt Buckle Guard, Safety Vest and/or Car Harness are collectively referred to as (“Equipment”). Organization is responsible for ensuring that each such request is consistent with applicable state, local, or federal guidelines; including, but not limited to, restrictions on height, weight, and/or age for the usage of any Equipment.</i></p>		

- In-Ride Recordings:** “*Safe Ride InSight™*” is the name of HopSkipDrive’s in-ride recording service. Organization consents to the use of cameras for in-ride recordings, whether through Safe Ride InSight or as may be provided by a CarePartner in conjunction with a WAV ride (“**In-Ride Recordings**”). Organization acknowledges that the In-Ride Recordings shall be governed by HopSkipDrive’s In-Ride Recording Access and Retention Policy and/or the applicable policies of the CarePartner providing the Services and/or Additional Services.
- Family Educational Rights and Privacy Act (FERPA):** Organization hereby designates HopSkipDrive, its CarePartners and any Drivers, Rider Assistants and Para-Professionals delivering the Services or Additional Services (the “**Service Providers**”) as a “school official” with “legitimate educational interests” in the Organization’s records, including In-Ride Recordings, 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. As applicable, the Parties acknowledge that the Service

Providers will create, access, and maintain Student Educational Records, including In-Ride Recordings, (as defined under FERPA) to perform the Services and/or the Additional Services. Organization hereby grants permission to the Service Providers to use Student Educational Records and In-Ride Recordings for purposes of providing the Services and/or the Additional Services. Drivers, Rider Assistants, and Para-Professionals using the Platform to provide Services and/or Additional Services shall not be deemed third parties for purposes of access to In-Ride Recordings; however, any such access to an In-Ride Recording by a Driver, Rider Assistant, or Para-Professional shall be limited to rides the Driver, Rider Assistant, or Para-Professional was party to and where there is an investigation on a reported incident. In such an event and to the extent practicable, any other individuals in the In-Ride Recording shall have their images blurred, and such access shall be restricted to only the In-Ride Recordings in which they were a party.

EXHIBIT C

MINIMUM INSURANCE COVERAGE

Contractor Minimum Insurance:

Automobile Liability: \$1,000,000 single limit

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