

TRANSPORTATION COORDINATION LICENSE AND SERVICES AGREEMENT

THIS TRANSPORTATION COORDINATION LICENSE AND SERVICES AGREEMENT (the “*Agreement*”) is entered into as of July 1, 2023 (the “*Effective Date*”) by and between HOPSKIPDRIVE, INC., a Delaware corporation (the “*Contractor*”), and Mountain View-Los Altos Union High 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 Exhibit A attached to this Agreement by arranging transportation by HopSkipDrive drivers (“*Drivers*”) for certain riders who attend the Organization (the “*Riders*”). 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 the amounts specified in Exhibit B attached to this Agreement at the times specified therein. Amounts required to be paid to Contractor under this Agreement 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 Organization (except that 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 the Fees, as more particularly described in Exhibit B.
3. **Term and Termination.**
 - a. **Term.** The term of this Agreement shall be from the Effective Date until June 30, 2024, 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.

- 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 the “Fee” (as defined below) for any portion of the Services that has been performed prior to the termination.
 - 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, Contractor 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 indicates that minors are not permitted to use HopSkipDrive accounts. Organization 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.
- c. 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 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 and supported by written evidence such as receipts or photographs.

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 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. 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.
- b. 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. 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.
- c. Contractor shall maintain minimum required insurance coverage 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. **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 will 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.

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.

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 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.

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 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

- 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 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, illness of a Driver, a Driver's mechanical problems, 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.

- 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/Marketing.** Contractor shall have the right to publicize that it is a transportation services provider for the Organization. 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. Organization consents to Contractor’s use of Organization’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 Organization’s name, logo and/or trademark is solely for purposes of identifying Organization as a user of Contractor’s Services.
- j. **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.
- k. **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.
- l. **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.
- m. **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 its subcontractors to use Student Educational Records for maintaining and providing the Services, and for the avoidance of doubt, such subcontractors shall not be deemed third parties for purposes of access to Student Educational Records.

- n. **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.
- o. **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.
- p. **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.

Mountain View-Los Altos Union High School District

By:

(Signature)

By:

(Signature)

Name:

(Printed Name)

Name:

Teri Fought

(Printed Name)

Title:

Title:

Associate Superintendent, Educational Services

Address:

P.O. Box 64256, Los Angeles, CA 90064

Address:

1299 Bryant Ave.
Mountain View, CA 94040
USA

Date:

Date:

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.

Cancellation Policy: Rides canceled more than eight (8) hours of the pickup time shall result in no charge to Organization. Rides canceled 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 canceled 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 canceled by the ride organizer within the one (1) hour time period. **To ensure that Contractor is notified in the case of any Organization closures or delays, Organization is asked to add Contractor to its emergency contact lists using the following number: (213) 699-3380**

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 Ride Arranger and the rider. 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.

EXHIBIT B

FEE

For Services rendered by Contractor under this Agreement, Organization shall pay Contractor the following fees (collectively, the “*Fee*”) in addition to any damage fees imposed by Contractor pursuant to Section 6(c) of the Agreement:

\$35.00 Base Fare + \$2.50 per Mile.

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 in the market, 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/>

And when required by local regulation, the following shall apply, and may be amended based on regulatory changes without the need for an amendment to the Agreement: Ten Cents (\$.10) per Ride California Access for All Fee.

Contractor shall provide Organization with an invoice via email to the contact designated by Organization during the onboarding process (the “**Invoice Notification Contact**”), 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. In the event Organization needs to change the Invoice 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 change is made, Contractor shall provide Organization with written notice that the contact change has occurred (the “**Invoice Notification Contact Change**”). Until the Organization receives the Invoice Notification Contact Change, Contractor shall continue to use the contact information previously provided by Organization. Invoice Notification Contact Changes shall not be considered amendments for purposes of this Agreement.

Organization shall pay Contractor within thirty (30) days of Organization’s receipt of such 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.

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 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 Invoice Supporting Documentation

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

