

EXHIBIT A

HOPSKIPDRIVE 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 Six Dollars (\$26) 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 **Therese Webb**, therese.webb@mvla.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.