

HOPSKIPDRIVE, INC.

TRANSPORTATION COORDINATION SERVICES AGREEMENT

THIS TRANSPORTATION COORDINATION SERVICES AGREEMENT (the "*Agreement*") is entered into as of April 22, 2019 (the "*Effective Date*") by and between HOPSKIPDRIVE, INC., a Delaware corporation (the "*Contractor*"), and Mountain View – Los Altos Union High School District (the "*Organization*").

1. **Relationship.** 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 children who attend the Organization.

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.

3. **Term and Termination.** The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in effect for a period of twelve (12) months (the "*Initial Term*"). Unless Organization notifies Contractor in writing of its desire to terminate this Agreement during the last thirty (30) days of the Initial Term, this Agreement shall renew for successive twelve (12) month terms (each a "*Renewal Term*") in accordance with the terms of this Agreement; provided that the pricing for each Renewal Term shall be determined prior to each Renewal Term by the parties, who shall use their best efforts to agree in writing upon such revised pricing to account for an annual cost of living increase for each Renewal Term as determined by the Bureau of Labor Statistics for the Los Angeles area, in addition to an additional percentage increase as shall be agreed upon in writing by the parties.

4. **Independent Contractor.** Contractor's relationship with the 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; Indemnification.** 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. Contractor agrees to indemnify, defend and hold the Organization harmless from any liability for, or assessment of, any claims or penalties with respect to such withholding taxes, labor or employment requirements, including any liability for, or assessment of, withholding taxes imposed on the Organization by the relevant taxing authorities with respect to any compensation paid to Contractor or Contractor's partners, agents or its employees. Furthermore, Organization agrees to indemnify, defend and hold Contractor harmless from any liability directly or indirectly related to Organization's breach of its representations in Sections 6(b) and 7, below.

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

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

(a) Contractor shall contact the adult parents and legal guardians of the Organization's children (each, a "*Family*" and collectively, the "*Families*") regarding any issues that may arise in connection with the Services. In the event of a serious incident in connection with the Services, including without limitation an accident, Contractor shall contact each of the following individuals immediately, in the following order: (i) Beverly Tom, (650) 940-7439_ and (ii) Mountain View – Los Altos (650) 940-4650 immediately prior to contacting the Families.

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

(c) 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 students that minors are not permitted to use the HopSkipDrive app or contact Contractor's Customer Support team to request changes to their rides.

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

8. **Marketing Obligations of Organization.** Organization shall be obligated to fulfill the marketing obligations, if any, set forth on Exhibit C attached hereto.

9. **Insurance.** Contractor shall maintain Transportation Network Company Automobile Liability insurance for hired and non-owned automobiles with a \$1,000,000 per accident limit for bodily injury and property damage in accordance with applicable law. Furthermore, Contractor agrees to furnish Organization with a Certificate of Insurance evidencing its Commercial General Liability coverage in an amount no less than \$1,000,000 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 Commercial General Liability policy.

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

11. **Miscellaneous.**

(a) **Amendments and Waivers.** Any term of this Agreement may be amended or waived only with the written consent of the parties. Notwithstanding the generality of the foregoing, Contractor shall have the right to assign this Agreement to a party in connection with a sale of all or substantially all of the business, whether by merger, sale of stock, sale of assets, or otherwise.

(b) **Sole Agreement.** This Agreement, including the Exhibits hereto, constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

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

To Contractor:

HopSkipDrive, Inc.
1933 S. Broadway, Suite 1144
Los Angeles, CA 90007
Attn: Legal Department
Email: legal@hopskipdrive.com

To Organization:

Mountain View-Los Altos Union High School District
1299 Bryant Ave.
Mountain View, CA 94040
beverly.tom@mvla.net

(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, riots, wars, illness of a Driver, a Driver's mechanical problems, or any other similar cause.

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

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

(j) **Advice of Counsel.** EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

[SIGNATURE PAGE FOLLOWS]

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

HOPSKIPDRIVE, INC.

By: _____
Joanna McFarland, CEO

Address: 1933 S. Broadway, Suite 1144
Los Angeles, CA 90007

Date: 5/2/19

By:  _____
Kristen Hardy

By: 1299 Bryant Ave.
Mountain View, CA 94040

Date: 5-2-19

EXHIBIT A

DESCRIPTION OF SERVICES

The above Routes shall run from January 25, 2019 to Ongoing. Any changes to the Routes shall be made by the Organization using the HopSkipDrive app or by calling Contractor's Customer Support team at 844-HOP-SKIP at least eight (8) hours before the ride. These changes may include removing a student from a ride due to illness. Organization shall use its best efforts to communicate such modifications to Contractor in a timely fashion.

Drivers shall wait up to five (5) minutes after the arrival times listed above prior to departing, regardless of whether all, some or none of the scheduled students have entered the vehicle. By way of example only, if the arrival time listed above is 6:45, a driver shall depart no later than 6:50. OR

Contractor shall not provide the Services on the following days:

EXHIBIT B

FEE

For Services rendered by Contractor under this Agreement, Organization shall pay Contractor the following fees (collectively, the "*Fee*"):

\$26.00 Base Fee + \$2.50 Per Mile

Sample Routes provided by Organization below (Organization may change routes as necessary)

Contractor shall provide Organization with an invoice via email to the form of which shall be mutually agreed upon by the parties, within thirty (30) days of the end of each month during which Services were provided. Organization shall pay Contractor within thirty (30) days of Organization'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. 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

In no event shall Organization be refunded for absent riders.

All rides shall be booked by Organization at least seventy two (72) hours in advance of the pickup time. Cancellation policy is as follows:

Outside of 8 hours - no fee

Within 1-8 hours - 50% of the estimated fare

Within 1 hour - 100% of the estimated fare