

AGREEMENT OF TRANSPORTATION SOLUTIONS SERVICES

THIS AGREEMENT ("Agreement"), as set forth herein between Adroit Advanced Technologies, Inc., and (hereinafter referred to as ("ADROIT")), and Mountain View-Los Altos Union High School District, (hereinafter 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 students and passengers of The Client.

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 August 17th, 2020 and end on June 30th, 2021. At the end of the initial term, this Agreement will be renewed automatically 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. However, a 3% price increase will be added to the main services 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 are 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 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 are properly licensed to perform the 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 by The Client during the previous month. Within said monthly statement, ADROIT will provide a 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 on Attachment 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 whatever reason, a two percent (2%) penalty of full invoice charge will be assessed to ADROIT, for each month late (not to exceed 20% of invoice) and that amount is to be added on the following invoice in ADROIT's favor.

7. ADROIT shall obtain and maintain 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. Any 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 person who has 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.

Client

Mountain View-Los Altos Union High School District
1299 Bryant Avenue
Mountain View, CA 94040
(650) 940-4650

ADROIT

Adroit Advanced Technologies, Inc
1625 El Camino Real 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 writing 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, or portions thereof, of this Agreement is 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.

For The Client:

Name of Representative/Title: _____

Signature: _____ Date: _____

For 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 Fare fee per ride, which includes the first ten (10) miles. The Base Fare 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:

Ride Services	Fees
Base Fare - Sedan (Includes first 10 miles)	\$65
Base Fare - Large Vehicle (Includes first 10 miles)	\$85
Base Fare - Wheelchair Accessible (Includes first 10 miles)	\$100
Additional Services and Fees (As needed/required)	
Additional Per Mile Fee (After the included miles)	\$2.25
Safety Vest, Car Seat, etc... (Per student/ride)	\$3
Monitor/Aide Fee (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 Fee (If applicable)	TBD
Hard to Serve Rides (If applicable)	TBD

Definitions:

- **Base Fare (Ride Fee):** The fee charged for a ride which is a one-way transportation event with a student or monitor continually 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 miles incurred while a student or monitor is onboard the vehicle. Thus, no miles will be charged when a student(s) or monitor is not onboard the vehicle.

Service Types:

- **Sedan:** The basic service includes the first (10) miles and up to (3) students. All subject to the students needs/requirements and the vehicle availability.
- **Large Vehicle:** The upgraded service from Sedan. It includes the first (10) miles and to a maximum of (5) students. All subject to the students needs/requirements and the vehicle availability.
- **Wheelchair Accessible:** A special service for students requiring a wheelchair vehicle. It includes the first (10) miles and it is a per student/per ride service. All subject to the students needs/requirements and the 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:

- **Safety vest, Car Seat, Booster Seat and Additional Equipment Fees:** A fee charged per student/ per ride for students requiring a Car Seat, Booster Seat, or any other additional Equipment.
- **Additional per mile fee:** Per mile fee will be charged for any ride longer than the first (10) miles included in the Base Fare.
- **Waiting Time Fee:** A fee charged only when authorized by The Client to wait for a student for more than 5 minutes. If the student is 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. The fee will be billed on an hourly basis in 15 minute increments rounded up to the next increment.
- **Monitor Fee:** Only incurred when The Client requests that ADROIT provides a student Monitor for the ride. School districts usually provide the student's Monitor. When The Client provides the Monitor, they are not charged a "Monitor Fee." The mileage incurred while a Monitor (whether

provided by ADROIT or The Client) is onboard the vehicle without a student (transporting the Monitor to and from their pick-up location) is considered part of the overall route mileage and will be billed accordingly.

- **Toll fee:** Only if a toll fee is incurred in route of transporting a student(s). This fee is determined by the set original toll fee by its operator.

- **Hard to service fee:** If a student has extreme behavior. e.g. Aggressive behavior, students who launch bodily fluids, remote area locations or similar difficulties. A discussed fee to be added only with The Client's approval.

1. Invoicing:

The invoice shall contain this level of detail and additionally will separate the charges by ride showing number of rides and total cost. In the beginning of each month, an invoice along with a detailed report will be emailed to the concerned Client's administrator for the previous month. A No-Show Report and all other reports will also be provided on The Client's portal. In the event of a No Show or Late Cancel, the ride will be billed at the normal rate. ADROIT requires 24 hour notice to remove a student from the route.

2. 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 to a pick up or destination that is already authorized by The Client.

3. 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 in a month.

If The Client adds a Student to be transported, that Student may be individually transported until routes are optimized.

4. 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_gnd_dcus_sca_w.htm

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:

1. Routing and Monitoring Software:

ADROIT uses its own Routing and Monitoring Software and can use any other supporting softwares that 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 can route and monitor all service transactions, create and update routes.
- **Client Portal:** Enables Client to monitor all service transactions concerning their account, enter and update school calendars, request and update changes, cancel service, request new service, communicate with ADROIT's administrators, review reports, request a quote and a lot of other features that make the transportation service very seamless.
- **Guardian App:** Enables student's guardian monitor and manage their kids transportation, cancel day to day service, and communicate with ADROIT customer care team, all under the guidance of the Client.
- **Driver App:** Enables ADROIT to monitor drivers in real time, monitor their driving style, communicate with drivers, all under ADROIT's safety guidance.

More information is available in the terms of service on ADROIT's website www.goadroit.com.

2. No-Show and Late Cancel

- **No-Show:** is an attempt to pick-up the student but the student is not there or is not ready without a previous notice by The Client or the student's guardian. Driver will wait up to (3) minutes from the scheduled pickup time before a No-Show is determined.
- **Late Cancel:** is a notice of ride cancelation from The Client or the student's guardian less than (2) hours from the scheduled ride's time.

Rides where a No-Show or Late Cancel occurs are billed at full Ride charge.

3. Possible Protocols for No-Shows

- **Single Rider Rides:**

- If an AM single rider No-Show occurs, The Client will be billed for the AM ride and the afternoon ride will remain scheduled unless ADROIT is notified by the student's guardian or The Client to cancel the afternoon ride. The Client is responsible to cancel unneeded afternoon rides via Client's portal or by contacting ADROIT's customer care team. Client's can also set up a protocol to automatically cancel afternoon rides in the event of an AM Single Rider No-Show.

- If the afternoon ride is cancelled (2) hours or more before the scheduled pick up time, The Client will not be billed for the afternoon ride.

- **Multiple Rider Trips:**

- The afternoon ride always remains scheduled.

4. No-Show Reports

No-show reports are available via The Client portal. Which includes:

- Students absent during transportation
- Number of absent days
- Consecutive No-Shows

No-Show Portal notifications provide The Client time to cancel the afternoon ride or inform ADROIT either via Client Portal or by contacting ADROIT's customer care team if one of the students on the daily No-Show Report is attending school that day and will still need a ride home in the afternoon.

The Client is responsible for alerting ADROIT of any change requests based on the data provided in the No-Show Report either through Client Portal or by contacting ADROIT's customer care team, such as removing a student from a route due to multiple No-Shows.

5. Student Removal / Student Cancellation:

- a. **Permanent Removal of Student from Route:**

Permanent removal of a student from a route requires The Client notification/approval
The Client can request the removal of a student from the route until further notice either through Client Portal or by contacting ADROIT's customer care team via email.

b. Impact:

Once the student is removed from the route, the student's spot is now gone and may be replaced with a different student, if available, to consolidate routes. If the student was the only one on that route, the route will be removed entirely and the driver then becomes available to service other routes.

c. Will only be affected if:

- Ride is above the minimum and there is a reduction in the mileage as a result of removing the student.
- The student was the only one on the route, therefore the route is cancelled.

6. Cancellations/Temporary Removal:

a. Cancellation of a student from a route requires The Client notification/approval

- A student is sick one day or will be going on vacation for a few days.

b. impact:

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.

c. Billing:

If the student is a single rider and the student is cancelled or temporarily removed, no charges will be assessed. When cancelling or temporarily removing the pick-up/drop-off for a student who is part of a multiple riders ride, The Client will be charged the normal ride rate.

**Attachment Document 3:
Multi-District Billing**

Should the District choose to share rides with a neighboring school district that is also under contract with ADROIT, the shared ride will be prorated and billed according to the following explanation?

Proration of Ride Fees - ADROIT's charging process

1. Stand Alone District Rides:

Each district's students are routed as stand-alone rides, district specific pricing is applied.

- Example:

- District A has two students who routed together cost the district \$90 (Ride 1)
- District B has a single student whose ride would cost the district \$100 (Ride 2)

2. Multi-District Rides

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

- Example (cont.):

- When all three students are routed together, the total ride cost is \$110

3. Proration of Costs for Multi-District Rides

The total cost of the Multi-District rides is then allocated to each district based upon the percentage of the districts stand-alone ride costs (found in step 1) as compared to the multi-district ride costs (found in step 2). In addition, 10% coordination fees will be added to each district's proportion.

- Example (cont.):

- Blended Cost of Multi-District Ride = \$110
- Stand Alone Cost of Ride for District A = \$90

- Stand Alone Cost of Ride for District B = \$100
- Proportioned Cost of Ride for District A = $90/190 = 47.4\%$
- $110 * 0.474 * 1.1 = \mathbf{\$57.35}$
- Proportioned Cost of Ride for District B = $100/190 = 52.6\%$
- $110 * 0.526 * 1.1 = \mathbf{\$63.65}$

4. No-Shows and Cancellations:

For the purpose of all Multidistrict Rides, No-Shows and Cancellations are applied to each district invoice as if the student has boarded the vehicle on schedule even if the Client notifies ADROIT with advanced notice of cancellation.

5. Invoicing

The invoice shall separate the charges by route showing number of days and total cost. A No-Show Report is available on the District's portal. In the event of a No-Show, the trip will be billed at the normal rate. 24-hour notice is required to permanently remove a student from a route.

6. When routes Change or Students are Added or Removed

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

Routes will be optimized from time to time as deemed necessary by ADROIT or requested by the District. Routes will not be optimized more than once in a month. If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.