



Quote Number: 5025161_1

Expiration: December 31, 2023

PO Box 417 / Ballston Spa, NY / 12020 / 518.877-2500 / bushive.com

Customer: Spencer County Public Schools

Contact: Cameron Chesser

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Taylorsville, KY 400071

502.808.6210

Cameron.chesser@spencer.kyschools.us

Sales Person: Brian Mann

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Products / Services	Quantity	Total
busHive Trip/Charter		
busHive Vehicle Maintenance		
busHive Setup		\$2,500.00
Office User License	4	\$5,400.00
Driver User License	50	\$1,200.00
Total Cost:		\$9,100.00

Annual Subscription \$6,600.00

This is a quotation on the goods named, subject to the terms included within this proposal and "click through" license agreement upon activation.



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busHive® Cloud-Hosted Transportation Subscription Software Services

Thank you for selecting the transportation software services offered by busHive, Inc. a US-based software company having its corporate offices in Ballston Spa, New York (referred to as "busHive", "we", "our", or "us"). Review these Terms of Service ("Agreement") thoroughly. This Agreement is a legal agreement between you and busHive. By accepting electronically (for example, clicking "I Agree"), accessing or using the Services, you agree to these terms. If you do not agree to this Agreement, then you may not use the Services.

1. AGREEMENT

This Agreement describes the terms governing your use of the busHive online services provided to you on this website, including content, updates and new releases, (collectively, the "Software Services"). It includes by reference:

- (a) busHive's Privacy Statement available on our website: <http://bushive.com/privacy>
- (b) Additional Terms and Conditions, which may include those from third parties.
- (c) Any terms provided separately to you for the Services, including product or program terms, ordering, activation, payment terms, etc.

Notwithstanding the foregoing, terms and conditions set forth in any purchase order or other document submitted by you in connection with this Agreement shall not modify, amend or supplement this Agreement and any such terms and conditions are hereby expressly rejected by busHive.

2. YOUR RIGHTS TO USE THE BUSHIVE SOFTWARE SERVICES

- (a) The busHive® Software Services are protected by copyright, trade secret, and other intellectual property laws. You are only granted the right to use the busHive® Software Services only for the purposes described by busHive. busHive reserves all other rights in the busHive® Software Services. Until termination of this Agreement and as long as you meet any applicable payment obligations and comply with this Agreement, busHive grants to you a personal, limited, nonexclusive, nontransferable right and license to use the busHive® Software Services.
- (b) You agree not to use, nor permit any third party to use, the busHive® Services, Software or content in a manner that violates any applicable law, regulation or this Agreement. You agree you will not:
 - (i) Provide access to or give any part of the busHive® Services or Software to any third party.
 - (ii) Reproduce, modify, copy, deconstruct, sell, trade or resell the busHive® Services or Software.
 - (iii) Make the busHive® Services or Software available on any file-sharing or application hosting service.

3. PAYMENT

busHive® cloud database-hosted software services include the following:

- A license to use busHive® Software Services as set forth in Section 2(a).
- Hosting of data utilizing SQL Server in the Microsoft® Azure cloud environment using Microsoft cloud resources.



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SHOULD MICROSOFT CHANGE ITS CLOUD PRICING FOR RESOURCES OR SHOULD YOU REQUIRE ADDITIONAL CLOUD RESOURCES, BUSHIVE WILL ACCORDINGLY INCREASE THE MONTHLY CHARGE FOR HOSTING EFFECTIVE IN YOUR NEXT IMMEDIATE BILLING CYCLE TO ACCOUNT FOR THIS CHANGE.

- Automated daily backup of data utilizing Microsoft® Azure cloud backup tools.
- Online/phone technical support, online/phone training, software updates.
- Integration with a third party software for calculating time and mileage between addresses.
- Online / Phone Support as described in section 4.
- OPTIONAL: Access to www.fieldtriprequest.com
- OPTIONAL: Access to busHive/Stripe® credit card integration which includes a 1% charge to busHive for each transaction processed using busHive-hosted integration in addition to any Stripe® charges for processing credit cards.
- OPTIONAL: Access to the busHive Driver Portal™ subject to an additional monthly fee for each Driver Portal User (DPU) of the portal. This fee is subject to change should the vendor that busHive relies on for emails and text message communications to DPUs increase their fees.

Any failure by you to comply with the terms of this Agreement will entitle busHive to take any of the following actions:

- Termination of online hosting
- Termination of any license to use any busHive® software product.
- Termination of third party services paid for by busHive such as PC Miler®
- Termination of all technical support, all training, and all software updates.
- Termination of access to the Driver Portal for all users.
- Termination of access to www.fieldtriprequest.com
- Termination of access to any busHive connectivity to third party credit card processing sites.

The foregoing shall be in addition to all other rights and remedies available to busHive under this Agreement and/or applicable law.

The following payment terms apply, unless busHive notifies you otherwise in writing. This Agreement also incorporates by reference and includes program ordering and payment terms provided to you on the website for the Services:

- (a) Payments will be billed to you in U.S. dollars, and your account will be debited when you subscribe and provide your payment information, unless stated otherwise in the program ordering or payment terms on the website for the Services.
- (b) You must pay with one of the following.
 - (i) An ACH Transfer to the following account:

Account #: 3209 1100 1149
Routing #: 021 300 077
Swift # (International): KEYBUS33
Bank Name: KeyBank
Phone: 518.885.2535
Email Notification to: office@bushive.com



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- (ii) A valid credit card acceptable to busHive (MUST INCLUDE 3.5% ADDITIONAL CREDIT CARD PROCESSING FEE);
 - (iii) A valid debit card acceptable to busHive;
 - (iv) School Districts may pay with a purchase order so long as the subsequent check payment in US Dollars is received by the due date of the subscription.
 - (v) Sufficient funds in a checking or savings account to cover an electronic debit of the payment due; or
 - (vi) By another payment option busHive provides to you in writing.
- (c) If your payment and registration information is not accurate, current, and complete and you do not notify us promptly when such information changes, we may suspend or terminate your account and refuse any use of the Services.
 - (d) Upon expiration of the initial term as set forth in Section 3, busHive will automatically renew your subscription term at the then-current rates, unless the Services are cancelled or terminated under this Agreement.
 - (e) busHive may refuse to provide Services to clients based upon their credit scores or history or past conduct with busHive.

4. Online / Phone Support included with cloud subscription fee:

busHive®, Inc. shall provide the client with unlimited training and support by toll-free telephone only during our normal business hours of Monday to Friday 8:00 am – 5:00 pm prevailing U.S. Eastern Time, subject, however, to the following limitations:

- (a) busHive®, Inc. offices are closed on the following U.S. holidays: New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Thanksgiving Day, and Christmas Day. Requests for support received on these days will be responded to on the following business day.
- (b) busHive® software is available only via internet connectivity. The client is solely responsible for obtaining and maintaining internet access at the client's sole expense. busHive shall have no liability for any loss of or reduction in the client's use of busHive® software caused by the failure of internet access for any reason.
- (c) The client may submit to busHive a request for customization of busHive® software. busHive will determine, at its sole and absolute discretion, whether to provide such customization. busHive has no obligation to provide such customization. Any customization may be subject to a separate agreement which provides for compensation to busHive and reimbursement for costs. All programming and coding created in connection with any such customization shall be the sole and exclusive property of busHive® and shall be licensed to the client as a part of the client's busHive license.
- (d) busHive welcomes suggestions for improving busHive® software. All suggestions submitted to busHive shall become the sole and exclusive property of busHive. All programming, coding or other property created as a result of a suggestion submitted to busHive, if any, shall be the sole and exclusive property of busHive. Suggestions submitted to busHive may be acted upon by busHive, or not, in its sole and absolute discretion without any obligation of any nature to the person submitting the suggestion.
- (e) On-site support is excluded from this Support Agreement. The client may submit to busHive a request for



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on-site support. busHive will determine, at its sole and absolute discretion, whether to provide requested on-site support. busHive® has no obligation to provide on-site support. Any on-site support will be subject to a separate agreement which provides for compensation to busHive® and reimbursement for costs including, without limitation, costs of round-trip travel and lodging.

- (f) Support by busHive® shall not include instruction or assistance on how to install, use or adjust computers, internet connections, networks, email service, printers, SQL servers, any other computer system components, operating systems, or third party applications or software other than busHive® software. busHive® reserves the right to refuse to provide support for any issue that is not specific to busHive® software.

5. USE WITH YOUR MOBILE DEVICE

Use of these Services may be available through a compatible mobile device, Internet access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider.

6. CONTENT

- (a) You are responsible for all materials and data ("Content") uploaded, imported, typed, entered, posted or stored through your use of the Services. You grant busHive a worldwide, royalty-free, non-exclusive license to host and use any Content provided through your use of the Services. You must provide all required and appropriate warnings, information and disclosures. busHive is not responsible for the Content or data you submit through the Services.

You agree not to use, nor permit any third party to use, the Services to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following, including but not limited to:

- (i) Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that would encourage "flaming" others, or criminal or civil liability under any local, state, federal or foreign law;
 - (ii) Content that would impersonate someone else or falsely represent your identity or qualifications, or that constitutes a breach of any individual's privacy;
 - (iii) Except as permitted by busHive in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding;
 - (iv) Virus, trojan horse, worm or other disruptive or harmful software or data; and
 - (v) Any information, software or Content which is not legally yours and without permission from the copyright owner or intellectual property rights owner.
- (b) You agree that busHive may use your feedback, suggestions, or ideas in any way, including in future modifications of the Services, other products or services, advertising or marketing materials. You grant busHive a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free license to use the feedback you provide to busHive in any way.
 - (c) busHive may, but has no obligation to, monitor content on the Services. We may disclose any information



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necessary to satisfy our legal obligations, protect busHive or its customers, or operate the Services properly. busHive, in its sole discretion, may refuse to post, remove, or refuse to remove, any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

7. ADDITIONAL TERMS

- (a) Unless specifically included with the Services, busHive is not in the business of providing legal, financial, medical, technical, or other professional services or advice. Consult the services of a competent professional when you need this type of assistance.
- (b) You may be offered other services, products, or promotions by busHive ("busHive Services"). Additional terms and conditions and fees may apply. With some busHive Services you may upload or enter data from your account(s) such as names, addresses and phone numbers, purchases, etc., to the Internet. You grant busHive permission to use information about your business and experience to help us to provide the busHive Services to you and to enhance the Services.
- (c) busHive may be required by law to send you communications about the Services or third-party products. You agree that busHive may send these communications to you via email or by posting them on our website.
- (d) You are the only person authorized to use your user ID and password and for maintaining the confidentiality of your user ID and password. You shall not permit or allow other persons to have access to or use your user ID and password. You are responsible for the use of the Services under your user ID. You are responsible for securely managing your password(s) for the Services and to contact busHive if you become aware of any unauthorized access to your account. You are solely responsible for all activity occurring under your user ID. The Services may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve the Services. You agree to receive these updates.

8. DISCLAIMER OF WARRANTIES

YOUR USE OF THE SERVICES, SOFTWARE, AND CONTENT IS ENTIRELY AT YOUR OWN RISK. EXCEPT AS SPECIFICALLY DESCRIBED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BUSHIVE, ITS AFFILIATES, AND ITS THIRD PARTY PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY, "SUPPLIERS") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SERVICES ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OR CONTENT IN OR LINKED TO THE SERVICES. BUSHIVE AND ITS OFFICERS, DIRECTORS, EMPLOYEES AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT THE SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES DO NOT APPLY TO YOU, ANY IMPLIED WARRANTIES ARE LIMITED TO 60 DAYS FROM THE DATE OF PURCHASE OR DELIVERY OF THE SERVICES, WHICHEVER IS SOONER.

BUSHIVE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.

BUSHIVE DOES NOT OFFER REFUNDS UNDER ANY CIRCUMSTANCE.

NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT OUR WARRANTY OR LIABILITY FOR LOSSES, WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS THAT ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.



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9. LIMITATION OF LIABILITY AND INDEMNITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF BUSHIVE, ITS AFFILIATES AND SUPPLIERS FOR ALL CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM. SUBJECT TO APPLICABLE LAW, BUSHIVE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET BUSHIVE SYSTEMS REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF BUSHIVE AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF BUSHIVE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ITS USE.

You agree to indemnify, defend and hold busHive and its officers, directors, employees, affiliates and suppliers harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of your use of the Services or breach of this Agreement (collectively referred to as "Claims"). busHive reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by busHive in the defense of any Claims.

10. CHANGES.

We reserve the right to change this Agreement at any time, and the changes will be effective when posted through the Services, on our website for the Services or when we notify you by other means. We may also change or discontinue the Services, in whole or in part. Your continued use of the Services indicates your agreement to the changes.

11. TERMINATION.

busHive may, in its sole discretion and without notice, restrict, deny, terminate this Agreement and suspend the Services, effective immediately or at another time, in whole or in part, for any reason including, without limitation, non-payment, suspicion of fraud, security breach, illegal activity, unauthorized access, your failure to comply with this Agreement or applicable busHive policy, any change, suspension or termination of our business, if you no longer agree to receive electronic communications, or if you fail to respond to our electronic communications for thirty (30) days.

Upon termination of this Agreement you must immediately stop using the Services and any remaining amounts payable for the entire balance of the term of your Agreement will become immediately due and payable.

In the event of termination of this Agreement for any reason, your data will be maintained on our servers for three (3) months after the effective date of such termination, unless you specifically request your data be deleted earlier in writing. During such three-month period, upon written notice to BusHive, we will send you a full backup of your data in SQL Express Format only. After the expiration of such three-month period, and without further notice to you, your data will be deleted from our system permanently and irretrievably. Following termination of this Agreement, you may not access or use the Services.

Any termination of this Agreement shall not affect busHive's rights to any payments due to it. Sections 2 (b), 3 through 15 will survive and remain in effect even if the Agreement is terminated.

12. EXPORT RESTRICTIONS.

You acknowledge that the Services, including the mobile application, delivered by busHive are subject to restrictions under applicable US export control laws, including US trade embargoes and sanctions and security requirements, and applicable



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country or local laws to the extent compatible with US laws. You agree that you will comply with these laws and regulations and will not export, re-export, import or otherwise make available products and/or technical data in violation of these laws, directly or indirectly.

13. GOVERNING LAW AND ARBITRATION.

This agreement is made in the State of New York and will be construed in accordance with the laws of the State of New York applicable to agreements wholly to be performed therein and without regard to that body of law known as conflicts of law.

ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS CONTRACT, INCLUDING THE BREACH, TERMINATION OR VALIDITY THEREOF, SHALL BE FINALLY RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA"). THE ARBITRATION WILL TAKE PLACE IN SARATOGA COUNTY, NEW YORK. YOU AND BUSHIVE SHALL SELECT JOINTLY ONE ARBITRATOR FROM A PANEL OF ARBITRATORS SUBMITTED TO THE PARTIES BY AAA WHO HAVE, TO THE FULLEST EXTENT POSSIBLE, EXPERIENCE WITH AND KNOWLEDGE OF THE RELEVANT INDUSTRY. IF THE PARTIES ARE UNABLE TO SELECT JOINTLY AN ARBITRATOR, THE AAA SHALL APPOINT THE ARBITRATOR. THE ARBITRATOR SHALL HAVE THE POWER TO RULE ON ANY CHALLENGE TO ITS OWN JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF ANY PORTION OF THE AGREEMENT TO ARBITRATE. YOU AND BUSHIVE AGREE TO ARBITRATE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THE TERMS OF USE DO NOT PERMIT CLASS ARBITRATION OR ANY CLAIMS BROUGHT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ARBITRATION PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IN THE EVENT THE PROHIBITION ON CLASS ARBITRATION IS DEEMED INVALID OR UNENFORCEABLE, THEN THE REMAINING PORTIONS OF THE ARBITRATION AGREEMENT WILL REMAIN IN FORCE.

This Section 13 shall survive expiration, termination or rescission of this Agreement.

14. GENERAL.

This Agreement, including the Additional Terms below, is the entire agreement between you and busHive and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter. If any court of law, having the jurisdiction, rules that any part of this Agreement is invalid, that section will be removed without affecting the remainder of the Agreement. The remaining terms will be valid and enforceable. You cannot assign or transfer ownership of this Agreement to anyone without written approval of busHive. However, busHive may assign or transfer it without your consent to (a) an affiliate, (b) a company through a sale of assets by busHive or (c) a successor by merger. Any assignment in violation of this Section shall be void.

15. SECURITY AND AUTHENTICATION

You are responsible for protecting the information on your computer such as by installing anti-virus software, updating your software, password protecting your files, and not permitting third party physical or electronic access to your computer or its files.

You may provide us with your telephone number as part of your customer record or registration or via other method. You understand and agree that the Services may require multiple sources of information about you to confirm your identity and help ensure the security of your personal use of the Services, often referred to as "multi-factor authentication" ("MFA"). Part of the MFA identity authentication and verification process may involve busHive sending text message(s) containing security code(s) to your telephone number. You agree to receive these text message(s) from busHive containing security code(s) as part of the MFA process. In addition, you agree that busHive may send automated text messages and pre-recorded voice messages to the telephone number you provide for certain limited purposes, including: verifying your identity, providing you with important critical notices regarding your use of the Services, or fulfilling a request made by you



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through the Services.

16. NO AGENCY

You agree that busHive is not acting as your agent or fiduciary in connection with your use of busHive software or any Services.

17. CONTACT

You can contact busHive Inc. by mail at PO Box 417 Ballston Spa, New York 12020 or by calling 518-877-2500 if you have a question or concern about any product or service we sell.