

AGREEMENT FOR THE PROVISION OF ALTERNATIVE TRANSPORTATION SOLUTIONS

THIS AGREEMENT ("Agreement") is entered into between EverDriven Technologies, LLC. ("Contractor") and Jefferson County Public School District (the "District"), with the following facts:

- A. Certain students(s) of the District require transportation to and from school and/or other transportation services as requested by the District.
- B. Contractor will coordinate such transportation services. The District will reimburse Contractor for the provision of these services in accordance with the terms and provisions of this Agreement.

NOW THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Contractor Services

District may request, from time to time, that Contractor coordinates transportation services, which Contractor may agree to coordinate. To the extent accepted by Contractor, Contractor agrees to coordinate such transportation services and District agrees to pay Contractor in accordance with the provisions of this Agreement. Contractor's coordination of such transportation services pursuant to this Agreement are sometimes referred to herein as the "Services."

In operating under this Agreement, the District will purchase services from the Contractor through the Contractor's agreement with **OMNIA Partners Contract No. R230901** the provisions of which, while not attached hereto, are nonetheless incorporated herein by this reference, and in accordance with the pricing set forth in Attachment 1 of this Agreement, which is attached hereto and incorporated herein by this reference.

For as long as this agreement is in effect, Contractor shall be the exclusive provider of alternative transportation for the District. In the event Contractor is unable to guarantee service, District may contract with other providers to fulfill alternative transportation needs.

2. Term

The initial term of this Agreement shall commence on September 2, 2026, of this Agreement and end on June 30, 2027. Either party can terminate with or without cause at any time with thirty (30) days prior written notice. At the end of the initial term, this Agreement will be automatically renewed for successive twelve (12) month periods (each a "Renewal Term") on the same terms and conditions, with the exception of any potential rate adjustments (see Adjustment of Rates section), unless either party provides the other with not less than thirty (30) days prior written notice.

3. Fees for Service

Contractor shall be paid the agreed sum based on fees outlined on Attachment 1, which is attached hereto and incorporated herein by this reference. Contractor shall invoice the District for the provision of the Services on a weekly basis and shall be paid within thirty (30) days after Contractor submits invoice to the District for the provision of the Services for the relevant week. Any payment not received by Contractor within thirty (30) days of Contractor submitting invoice to District shall accrue interest at the lesser of (a) the rate of one and one-half percent per month or (b) the maximum rate allowed by law, commencing with the date of the invoice until payment is actually received by Contractor. All payments due and owing under this Agreement shall be made through automated clearing house ("ACH") transfers.

4. Adjustment of Rates

After the completion of the Initial term, the rates established in this Agreement may shall be automatically increased by up to three (3%) percent once each year, at the sole discretion of the Contractor.

5. Trigger to Renegotiate

In the event of forces outside the control of Contractor, this Agreement may be renegotiated. Such events include, but are not limited to, new local, state and/or federal mandates (e.g., vaccination mandates), increase in a cost of doing business, new vehicle equipment requirements, wages, labor shortage, inflation/economic recession (CPI).

6. Force Majeure

In the event of circumstances beyond the control of Contractor or the District including acts of God, natural disaster, epidemic, pandemic, government shutdown, and the like, that reduce or eliminate the need for Contractor's Services, in order to maintain adequate readiness to serve the District, Contractor shall be excused from servicing District.

Contractor will submit for payment an invoice for each month in which regular transportation services would have taken place had the Force Majeure event not occurred. District will only be obligated to make such payment to Contractor if local, state and/or federal funds are provided to the District to mitigate financial losses to it and its contractors. The invoice will be calculated by the cost of the District's final day of regular transportation service before such event occurred, multiplied by the number of school days in that particular month and subtracting 15%. If District elects not to agree to these terms, Contractor cannot assure resources will be available to the District when Force Majeure event ends.

7. Vehicles

As part of its Services and for the compensation set forth in this Agreement, Contractor agrees to coordinate the supply of such vehicles (the "Vehicles") as may be necessary to lawfully address the transportation requirements of the District. The District requires that all such Vehicles shall fully comply with all applicable laws and regulations. Contractor shall be solely responsible for the management and logistical support necessary to coordinate all Vehicles used in transporting students.

8. Cameras

District shall indicate, by checking the appropriate box below, whether camera systems are to be installed on board immediately or reserved for potential future implementation. The terms and conditions set forth in Attachment 7 are hereby incorporated into this Agreement. If District elects to implement camera systems, whether at the commencement of services or thereafter, the provisions of Attachment 7 shall become effective as of the date of such request by the District. Fees associated with the camera systems are set forth in Attachment 1.

☐ Cameras are required on board immediately.

☐ Cameras are not currently required but may be implemented in the future.

9. Student Damage to Vehicles

District shall be responsible for any damage to vehicle(s) caused by District student not to exceed Seven Hundred Fifty Dollars (\$750) per incident. For any amounts above \$750, District shall assist Contractor in seeking restitution from student's guardian(s). Contractors shall be required to furnish to the District documentation of the event (i.e. incident report, police report, etc.) within seventy-two (72) business hours of the incident.

10. Contractor Personnel and Subcontracted Service Providers

As part of its Services and for the compensation set forth in this Agreement, Contractor shall provide qualified and properly licensed personnel as required by laws and regulations and as deemed appropriate by Contractor to coordinate the Services. While Contractor may subcontract with service providers who will supply drivers ("subcontracted drivers") to provide student transportation services for the District, Contractor shall at all times remain responsible for the coordination of the Services under this Agreement. Contractor expressly represents and warrants to the District that it will only utilize subcontracted drivers that have obtained the necessary training and are properly licensed to perform the Services.

11. Contractor Insurance

Contractor shall obtain and maintain in full force and effect during the term of this Agreement, General Liability \$1,000,000 each occurrence, Automobile Liability \$1,000,000 combined single limit per accident, Sexual Misconduct Liability \$4,000,000 limit, Workers Compensation in statutory limits and Employer's Liability \$1,000,000 limit issued by insurance companies authorized to do business in the state. The District shall be notified at least thirty (30) days prior to cancellation of any such policy or policies (except 10 days for non-payment of premium).

12. Background Checks

Because Contractor will be providing transportation services for school children, it is a requirement of Contractor's insurance that Contractor require and Contractor shall require each Contractor personnel or subcontracted 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.

- a. Require all Everdriven Technologies employees/volunteers/contractors performing services under this Agreement to have on file a Criminal Records Check, per Kentucky law and JCPS requirements, completed no more than five years ago. Employees/contractors convicted of any of the following, per JCPS Board Policy 03.6, shall not be considered:
 - i. Any conviction for sex-related offenses.
 - ii. Any conviction for offenses against minors.
 - iii. Any conviction for felony offenses, except as provided below.
 - iv. Any conviction for deadly weapon-related offenses.
 - v. Any conviction for drug-related offenses, including felony drug offenses, within the past seven years.
 - vi. Any conviction for violent, abusive, threatening or harassment related offenses.
 - vii. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this Agreement.
- viii. b.

Drug and Alcohol Testing

Contractor only contracts with transportation service providers who enroll their drivers in a drug and alcohol testing consortium that provide for pre-employment testing, as well as random, reasonable suspicion and post-accident drug and alcohol testing. Each consortium reports to Contractor when a driver tests positive for a prohibited substance as well as when a driver is enrolled and removed from the consortium pool.

13. Marketing

Subject to applicable laws regarding privacy of student information, District 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 District, the number of students transported, and the number of trips conducted. True and verifiable results do not include personal information about students or families. District consents to Contractor's use of District'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 District's name, logo and/or trademark is solely for purposes of identifying District as a user of Contractor's Services.

14. Assignment of Contractor's Rights

Except as it relates to the entering into subcontracts as referred to in this Agreement, Contractor shall have no right to assign its rights or obligations under this Agreement; provided, however, Contractor shall have the right to assign this Agreement either to an affiliate of Contractor or as part of a transaction wherein it transfers substantially all of its assets.

15. Indemnification

Contractor hereby agrees to indemnify and hold the District, 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 any injury to any person or property sustained by the District and/or Contractor and/or any student(s), in connection with the gross negligence of Contractor or its subcontracted service provider or the subcontracted drivers pursuant to this Agreement.

To the extent permitted by law, District hereby agrees to indemnify and hold the Contractor, its directors, 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 any injury to any person or property sustained by the Contractor and/or District and/or any student(s), in connection with the gross negligence of the District pursuant to this Agreement.

16. Independent Contractor

In providing the management and logistical support necessary to coordinate the Services, Contractor 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 District. 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. Contractor 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 District to its employees. Contractor 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 District, its Board Members, Officers, employees and agents free and harmless therefrom.

18. Non-Circumvention

District agrees that during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, District will not directly or indirectly contract with any subcontracted service provider or driver who has performed, or who has sought to perform, any subcontracted services under this Agreement for, or on behalf of, any subcontracted service provider or Contractor. Nothing in this Agreement shall be construed to prevent District from hiring any applicant for a publicly posted job opening, regardless of their past employment or contractual relationships.

19. Notices

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 email transmission followed by delivery of a "hard" copy, and shall be deemed received upon the date of receipt thereof.

To District:

Phone: _____
Email: _____

To Contractor: Danielle Press, Chief Growth Officer
 EverDriven Technologies, LLC.
 5680 Greenwood Plaza Blvd., Suite 550S
 Greenwood Village, CO 80111
 Phone: 877-225-7750; Fax: 888-252-4342
 [Email: contracts@everdriven.com](mailto:contracts@everdriven.com)

Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

20. Entire Agreement

This Agreement, and its Attachments which are incorporated herein by this reference, 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.

21. Waivers

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.

22. Attorney Fees

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.

23. Severability

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.

24. Further Acts

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.

25. Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail, in either case with delivery confirmed. On such confirmed delivery, facsimile or PDF signatures shall be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person.

DISTRICT

By: Dr. H. Brian Yearwood

Title: Superintendent

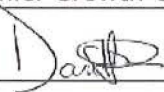
Signed: _____

Date: _____

CONTRACTOR

By: Danielle Press

Title: Chief Growth Officer

Signed: 

Date: 8/5/2026

ATTACHMENT 1- Fees for Service

SPED 8(Gen Ed Trios

Trip Items	Fees
Trip Fee	\$79.11
Included Miles	15
Per Mile Fee	\$2.47
Additional Fees (as needed/requested):	
Wheelchair Fee (per student)	\$36.05
Car Seat/Safety Vest Fee (per student)	\$3.25
Wait Time Fee (per 15 min.)	\$15.45
Monitor Fee (per hour, 2-hour minimum)	\$25.75
Ferry/Toll Fee	Market Fare
No Show or Late Cancel	Full Price of Trip,

MKV Trios

Trip Items	Fees
Trip Fee	\$61.00
Included Miles	15
Per Mile Fee	\$2.47
Additional Fees (as needed/requested):	
Wheelchair Fee (per student)	\$36.05
Car Seat/Safety Vest Fee (per student)	\$3.25
Wait Time Fee (per 15 min.)	\$15.45
Monitor Fee (per hour, 2-hour minimum)	\$25.75
Ferry/Toll Fee	Market Fare
No Show or Late Cancel	Full Price of Trip

Definitions:

Trip: A trip is defined as a one-way transportation event with a student or monitor continually on board.

The total number of trips a District is charged for is arrived at by adding together each one-way trip. The District will only be charged for miles incurred while a student or Monitor is onboard the vehicle. When no student or Monitor is onboard the vehicle, no mileage charges will be incurred.

Additional Fees: Additional fees are only incurred at the request of the District to provide additional services. They can include, but are not limited to:

- **Wheelchair Fee:** A per student/per trip fee for students requiring a wheelchair vehicle
- **Car Seat/Safety Vest Fee:** A per student/per trip fee for students requiring a car seat/safety vest
- **Wait Time Fee:** Only incurred when authorized by the District to wait for a student. Billed on an hourly basis in 15-minute increments.
- **Monitor Fee** Only incurred when the District requests that the Contractor provide a student Monitor for the trip. School Districts usually provide the student's Monitor. When the District provides the Monitor, they are not charged a "Monitor Fee." The mileage incurred while a Monitor (whether provided by the Contractor or the District) 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.
- **Ferry/Toll Fee:** Fee is only incurred when the District requests that the Contractor provide a trip that would require the driver to use a ferry or toll. Fares will be calculated per one-way trip. Fares that are incurred will be considered part of the overall route mileage and will be billed

1. **Mileage Charges**

Mileage charges are based on driving distance calculations from a third-party provider (e.g. Google, MapQuest, Bing, ESRI). The calculations are based on fastest route, and the total is rounded up to the next whole mile. Contractor shall be responsible for plotting the routes collectively and individually using Contractor's proprietary School Dispatch Software.

Under no circumstances will the District be required to pay for mileage to a pickup or destination other than those authorized by the District.

2. **Fuel Surcharges**

When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 50% 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 50% of 20 cents, or 10 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_nus_w.htm

3. Invoicing

The invoice shall contain this level of detail and additionally will separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. The Contractor requires 24-hour notice to remove a student from the route.

4. 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, Contractor shall plot the revised or new route using Contractor's School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time. Routes will be optimized from time to time as deemed necessary by Contractor 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.

ATTACHMENT 2 — The District agrees that the following policies shall be followed related to Student No-Shows and Late Canceled trips for trips serviced by the Contractor

No-Shows & Late Cancels

A No-Show occurs when no previous notice is provided to the Contractor by the District/guardian that a student will not be transported and a driver attempts to pick up a student, but the student is not there or is not ready. A Late Cancel occurs when less than 2-hour notice is provided to the Contractor by the District/guardian that a student will not need transportation.

Trips where a No-Show or Late Cancel occurs are billed at full trip charge.

Protocols for No-Shows:

If the driver attempts to pick up a student on a scheduled trip in the AM but the student is not there or not ready, then the following scenarios apply:

- a. If an AM rider No-Show occurs, the District will be billed for the AM trip and the afternoon trip will remain scheduled unless the Contractor is notified by the parent or the District to cancel the trip.
- b. The District may set up a protocol to automatically cancel afternoon trips in the event of an AM Rider No-Show.
- c. If the afternoon trip is cancelled within 2 hours of the scheduled pick-up time, the District will not be billed for the afternoon trip.

No-Show Reports

Each morning an email is sent from the Contractor's School Dispatch team to the District. This email is sent by 11 AM and alerts the District of the following circumstances:

- Which students were no-shows that morning
- How many consecutive days/trips they have been a no-show

The daily No-Show Report provides the District time to inform the Contractor's School Dispatch if one of the students on the No-Show Report is attending school that day and will still need a ride home in the PM.

The District is responsible for alerting the Contractor of any change requests based on the data provided in the No-Show Report, such as removing a student from a route due to multiple no-shows.

Student Removal / Student Cancellation:

Permanent Removal of Student from Route:

Permanent removal of a student from a route requires District notification/approval

- The District sends an email stating that a student needs to be removed from a route until further notice.

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.

Billing:

Will only be affected if:

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

Cancellations/Temporary Removal:

Cancellation of a student from a route requires District notification/approval.

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

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.

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 rider trip, the District will be charged the normal trip rate.

ATTACHMENT 3 — Multi-District Billing: An Explanation

Should the District choose to share trips with a neighboring school district that is also under contract with EverDriven the shared trip will be prorated and billed according to the following explanation:

Proration of Trip Fees — EverDriven's Three Step Process

1. Stand Alone District Trips:

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

2. Multi-District Trips

All of the students from the participating districts are combined into the most cost-effective trips, yielding new "Multi-District trips" and subsequent trip costs.

3. Proration of Costs for Multi-District Trips

The total cost of the multi-district trips is then allocated to each district based upon the percentage of the districts stand-alone trip costs as compared to the multi-district trip costs.

4. No Shows and Cancellations:

For the purpose of all Multi-District Trips, No Shows and Cancellations are applied to each District invoice as if the student had boarded the vehicle on schedule even if District notifies EverDriven 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 will also be provided with the invoice showing the students who were not transported each day of the billing period. 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, Contractor shall plot the revised or new route using Contractor's School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time.

Routes will be optimized from time to time as deemed necessary by Contractor 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.

ATTACHMENT 4 — The District requires the following from all Subcontracted Driver(s) working with the Contractor.

As required by the District, prior to beginning services transporting students for the District, subcontracted drivers shall:

- Pass criminal history record checks, administered by third-party vendors, at both the county and national levels, confirming 7 years of recent history free of convicted felony offenses.
- Pass an official Department of Justice Sexual Offender Registry Check.
- Utilize identification badges during trip service.
- Obtain and maintain appropriate licensure for the state of operation and class of vehicle used for transportation efforts.

Consortium Consent Requirements are as follows:

- Contractor requires each subcontracted driver to enroll in a drug and alcohol consortium prior to servicing trips on behalf of Contractor.
- Contractor requires proof of entry into that consortium, with a consortium consent form, where the consortium and subcontracted driver both agree to provide Contractor with testing results and information for that subcontracted driver prior to servicing trips on behalf of Contractor.
- Contractor requires subcontracted drivers to provide proof of a negative pre-service drug and alcohol screening prior to servicing trips for Contractor and will request proof of a post-accident/incident/reasonable suspicion drug and alcohol screening. The consortium will provide positive results from a random drug screening for subcontracted drivers, at which point Contractor will remove the subcontracted driver from servicing Contractor trips.

ATTACHMENT 5 — The District requires the following DRIVER TRAINING modules for all Subcontracted Driver(s) working with the Contractor.

As required by the District, prior to beginning services transporting students for the District:

Subcontracted drivers shall complete a CTAA-Certified Passenger Service and Safety (PASS) basic training program or equivalent. Subject areas include:

- Customer Service, Communication, Stress Management, and De-Escalation skills.
- Compliance with the Americans with Disabilities Act (ADA).
- Familiarity with Service Animals.
- Disability Awareness: Assisting the Visually Impaired; Hidden Disabilities; Stroke; Epilepsy and Seizure Disorders.
- Education pertaining to Bloodborne Pathogens (Hepatitis A, B, C; HIV, Dialysis).
- Securing Wheelchairs and acquaintance with common adaptive equipment, if the subcontracted driver services trips for EverDriven in a wheelchair accessible vehicle.
- Emergency and Evacuation Procedures.
- Driver/Passenger Sexual Improprieties.

ATTACHMENT 6 — The District requires the following from all Vehicle(s) providing service through the Contractor.

As required by the District, prior to beginning services transporting students for the District:

- Vehicles operated by subcontracted drivers will be maintained according to manufactured specifications with records, and/or inspection report(s) made available upon request.
Contractor performs an annual 50+ point inspection of subcontractor vehicles to ensure the vehicle is SafeRide Certified.
- Vehicles operated by subcontracted drivers will be inspected annually by a certified 3rd party mechanic.
- Vehicles operated by subcontracted drivers will remain clean at all times during service.
- Vehicles operated by subcontracted drivers shall be marked with an EverDriven Window Decal
- Subcontractor vehicles must be appropriately registered in the state of operation and maintain active Personal Automobile Liability Insurance.

ATTACHMENT 7 — Camera System Implementation

1. The following language shall be incorporated into this Agreement, effective upon District's written indication of camera implementation needs:

a. Definitions

- i. "Authorized Requestor" an individual at the District who's been given permission to submit data requests on behalf of the District and its students
- ii. "Camera System" - Cameras (which may include road-facing, cab-facing and/or dual-facing dash cameras) and related system hardware and software
- iii. "Camera System Data" audio and video recording, and still images of drivers
- iv. "Run Sheet" Trip overview including the pickup address, drop off address, and pricing of the Trip, which will come to District in an email from Contractor's Routing Department
- v. "Trip" One way transportation requested by the District

b. Installation and Use of Cameras on Vehicles

The requirement for vehicles to have cameras installed shall apply to all District trips requiring Camera System. Contractor agrees to install Camera Systems on vehicles for collection, monitoring, recording, transmission, storage, use and sharing with the District Camera System Data. Once the District submits a trip request to Contractor, the District shall receive a routed confirmation email from Contractor's Routing Department that will include the run sheet. Contractor shall undertake commercially reasonable efforts to complete the installation of the Camera System in the applicable Vehicle within fourteen (14) days of Contractor routing the trip request submitted by the District, and District receiving a run sheet from Contractor's Routing Department.

c. Camera Fees

District shall be charged a Camera Fee (per Trip) that shall be applied as of the first Trip run with a Camera System installed in the vehicle. Fees for Service shall be outlined under Camera Fee, according to Attachment 1.

d. Temporary Substitution of Vehicles

Should a substitute vehicle be required for a Trip, Contractor will use best efforts to use a vehicle that has a Camera System installed to service the Trip. If a Camera System is not installed in the substitute vehicle servicing the Trip, the District shall not be charged a Camera Fee.

e. Provision of Camera System Data

Contractor shall use commercially reasonable efforts to provide requested Camera System Data that captures interior and exterior video footage in color, high resolution, and interior audio recording. To obtain Camera System Data, the District must request same from Contractor in writing within seven (7) days after the applicable recording date. Such written request by the District must

- i. Be made by the Authorized Requestor at the District, and
- ii. Include a specific date and time range for the Camera System Data requested in two-hour increments.

Contractor will use commercially reasonable efforts to provide the requested Camera System Data within two (2) business days after its receipt of a written request for same from the District. If the District requests Camera System Data more than 27 days after the applicable recording date, Contractor will not be able to retrieve the same requested. Once extracted, the Camera System Data will be made available for viewing through a secure link. The District shall only request Camera System Data solely through its designated authorized requestor(s) as detailed below. If Contractor is requested to provide Camera System Data by any other person, Contractor has no obligation to provide the same to the requestor. The District may change its authorized requestor(s) by providing written notice to Contractor.

Name of Authorized Requestor _____

Email of Authorized Requestor _____

Phone Number of Authorized Requestor _____

*Additional Authorized Requestors can be added on the following page.

All Authorized Requestors must [email cameras@everdriven.com](mailto:email_cameras@everdriven.com) to request audio/video data.

f. Required Parental/Guardian Consent

By requesting Camera System Services from Contractor, the District represents and warrants that it has received the written consent from parents and/or guardians of every student that will be transported in Vehicles equipped with the Camera System consenting to the use of the Camera System and the collection, storage, processing, transmission, storage, disclosure and use of Camera System Data pertaining to the applicable student. **To the extent permitted by law,** the District shall indemnify and hold Contractor and its affiliates and service providers harmless from and against any claims, cause of action, loss, fine, penalty, liability, cost or expense (including attorney's fees and other legal expenses) incurred or suffered by Contractor or its affiliates or service providers as a result of a breach of the foregoing representations and warranties.

g. Disclaimers; Limitations

The District acknowledges and agrees that the Camera System is provided by a third party provider and Contractor makes no representations or warranties, and disclaims any implied warranties, including without limitation, any implied warranties of title, merchantability, fitness for a particular purpose, non-infringement with respect to the Camera System or Camera System Data. In no event shall Contractor be liable to the District or any third party for any claim, cause of action, loss, fine, penalty, liability, damages, cost or expense (including attorney's fees and other legal expenses) arising from or related to the installation, maintenance, use, operation, lack of operation or malfunctioning of the Camera Systems or the collection, storage, processing, transmission, disclosure or other use of any Camera Data (including personal data) related thereto.

h. Removal of Camera System

Any request to remove the Camera System from a Vehicle requires written notice from District to Contractor. Contractor shall undertake commercially reasonable

efforts to uninstall the Camera System from the applicable Vehicle(s) within fourteen (14) days from the date the written request from the District for removal is received by Contractor. The District shall be charged Camera System Fees until the Camera System is uninstalled.

District Name: _____

To whom should contract notices be sent?

Name & Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Who should our accounting personnel contact regarding accounts payable matters?

Name & Title: _____

Email: _____ Phone: _____

Who should our dispatchers contact regarding routine transportation matters? Name

& Title: _____

Email: _____ Phone: _____

Who should our dispatchers contact regarding emergencies, accidents or student behavior?

Name & Title: _____

Email: _____ Phone: _____

Who should our dispatchers contact regarding after-hours emergencies or accidents?

Name & Title: _____

Email: _____ Phone: _____

Who should we email the No-Show Report to each morning?

Name & Title: _____

Email: _____

Who should we email with EverDriven Technology Notices/Updates?

Name & Title: _____

Email: _____

