

**RENEWAL OF TRANSPORTATION COORDINATION LICENSE
AND SERVICES AGREEMENT**

THIS RENEWAL OF TRANSPORTATION COORDINATION LICENSE AND SERVICES AGREEMENT (this “*Renewal*”) is entered into with effect from (the “*Effective Date*”) by and between **HOPSKIPDRIVE, INC.**, a Delaware corporation (“*HopSkipDrive*”), and **MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT** (the “*Organization*”).

WHEREAS, HopSkipDrive and Organization are parties to that certain Transportation Coordination License and Services Agreement dated July 1, 2022, as amended and renewed from time to time (the “*Agreement*”); and

WHEREAS, HopSkipDrive and Organization desire to renew the Agreement pursuant to this Renewal from the Effective Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, HopSkipDrive and Organization hereby renew the Agreement as follows:

1. The term of the Agreement shall be extended as follows: June 30, 2024.
2. **Pricing.** The fees for services shall be amended as follows:

For Services rendered by Contractor under this Agreement, Organization shall pay Contractor as outlined herein:

ITEM	DESCRIPTION	PRICING
Base Fare – Per 1 Way Trip	Base Fare is a fixed cost per trip mobilization fee. Allows Organization to book rides at least 8 hours in advance.	\$35.00
Per Mile Fee	Contractor maintains accurate daily records of student names, pickup and drop off location and time, which includes mileage. The total mileage for each ride is calculated and added to the Base Fare.	\$2.75
Charge for additional rider from same household with same points of origin and destination	No additional fee or charge will be applied for this ride type.	\$0
Regulatory Fees	N/A	

Cancellation/no show fee	There is a \$0 cancellation fee when a ride is canceled 8 hours or more before the scheduled ride pick up time. Rides canceled between 0-1 hours before the scheduled ride pick up time incur a cancellation fee of 100% Base Fare + Mileage Charge based on the expected distance of ride. Rides canceled between 1-8 hours before the scheduled pick up time will incur a cancellation fee of 50% Base Fare + Mileage Charge based on the expected distance of ride.
Fuel Surcharge	When the average gasoline price exceeds \$5.00 per gallon, the per mile rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. For example, if the price of gasoline according to the gasoline price index, is \$5.20, the increase would be 30% of 20 cents, or 6 cents. The gasoline price index to be used shall be found on the following website: https://www.eia.gov/
Price Adjustments	The pricing for each renewal term (if any) 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.
Surcharges/Taxes	Amounts required to be paid may not include applicable taxes and other surcharges, including applicable charges imposed by a governmental entity. Such taxes and other surcharges, if applicable, will be the responsibility of the Organization (except that the Organization will not be responsible for any taxes on Contractor's income). Contractor shall be entitled to pass through all such applicable taxes and surcharges without the need to amend this pricing schedule.
Damage Fees	Organization acknowledges and agrees that Contractor may assess damage fees to Organization for damage to a driver's vehicle caused by a Rider, and Organization agrees to pay such damage fees. Damages include any actual physical damage or professional cleaning required as a result of a Rider's actions. The damage fee imposed by Contractor will be based on Contractor's reasonable assessment of the damage and supported by written evidence such as receipts or photographs.
Wait Time Fees	Organization is encouraged to ensure that Riders are at the appropriate pick-up location at the time of pick-up for purposes of rider safety and efficiency in pick-up procedures. When a driver cannot readily locate a Rider, the driver shall wait up to ten (10) minutes after the scheduled arrival time, provided that such wait is permitted by Organization's pick-up procedures. During that time, the driver will attempt to contact the Organization and caregivers. If pick-up delays become a consistent challenge, Organization will work with Contractor to update pick-up times. If no remedy can be made through updating pick-up times, Contractor reserves the right to charge Organization \$10.00 per vehicle for wait times that exceed 10 minutes. In all cases, if, after 15 minutes the Driver has not located the Rider, the Driver shall depart and Organization will be charged 100% of the estimated ride charge.
Payment Terms	<p>Organization shall pay Contractor within thirty (30) days of Organization's receipt of such invoice according to the instructions contained in the invoice. Contractor may, but shall not be required to, accept payments for services which do not conform to the instructions contained on its invoices. In the event Contractor does not receive or accept payment based on Organization's failure to follow the payment instructions contained on Contractor's invoices, Organization shall remain liable for all monies owed pursuant to this agreement.</p> <p>Contractor shall provide Organization with an invoice via email to the contact designated by Organization during the onboarding process (the "Invoice Notification Contact") within thirty (30) days of the end of each month during which Services were provided. Organization shall notify Contractor in writing of any change to the Invoice Notification</p>

	Contact, and allow Contractor at least five (5) business days to confirm in writing that the requested change has been made. Such changes shall not be considered amendments for purposes of this Agreement.
Late Payment	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 the agreement and Contractor shall be entitled to terminate the agreement, cease the services, and seek any and all available legal remedies, notwithstanding the provision of late fees hereunder and without waiving any of its other rights and remedies for such breach. Contractor's failure to declare any late payment a breach shall not constitute a waiver of Contractor's rights hereunder to declare any subsequent late payment a breach.

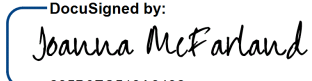
This Amendment constitutes the entire amendment to the Agreement agreed to by the parties and, except as amended hereby, the Agreement remains unchanged and in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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

HopSkipDrive, Inc.

Mountain View Whisman School District

By: 
29580FC613A6432...

(Signature)

By: _____
(Signature)

Name: Joanna McFarland

(Printed Name)

Name: _____
(Printed Name)

Title: CEO

Title: _____

Address: P.O. Box 64256, Los Angeles, CA 90064

Address: 1400 Montecito Avenue, Mountain View,
California 94043, United States

Date: 4/25/2023

Date: _____