

**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. **Term Extension**: The term of the Agreement shall be extended until June 30, 2025.
- 2. The following is added to the Agreement:

SB88: HopSkipDrive shall ensure that all Drivers meet or exceed the standard set forth in Senate Bill 88, as required by law and consistent with the timelines set forth therein.

- 3. **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	PRICING
Base Fare	\$37.00
Per Mile Fee (based on estimated distance)	\$2.75
Minimum Trip Fee	\$0.00
Regulatory Fees	When required by local regulation, the following shall apply, and may be amended based on regulatory changes without the need for an amendment to the Agreement: Ten Cents (\$.10)

	per Ride California Access for All Fee.
ADDITIONAL FEES (AS NEEDED/REQUESTED)	
Primary Care Driver Plus (PCD+)	\$10.00 per ride
No Show (Rider has not shown up to pickup location within 10 minutes of schedule pick up time) or Late Cancel (less than 2-hour notice)	Full Price of trip (Base Fare + Per Mile Fee)
Wait Time Fees (billed after 10 mins)	\$10.00

- **“Base Fare”** is a fixed cost per trip mobilization fee.
- **“PCD+”**: For Riders requiring a consistent driver, HopSkipDrive offers the option of requesting a Primary Care Driver for a Ride Series. A Ride Series is created when a ride organizer requests recurring Rides for a Rider.
- 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. The gasoline price index to be used shall be found on the following website:
<https://www.eia.gov/>
- 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).
- Organization shall pay Contractor within thirty (30) days of Organization’s receipt of such invoice according to the instructions contained in the invoice.
- Any invoice that is not paid within the time set forth herein shall be subject to late fees at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less, and such late fee shall be added to and payable on the overdue amount. Organization shall pay all collection costs, including without limitation reasonable attorney fees actually incurred by Contractor. In addition to any other right or remedy provided by law, Organization’s failure to provide timely payment may be deemed a material breach of 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.

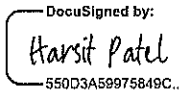
This Renewal constitutes the entire amendment to the Agreement agreed to by the parties and, except as amended hereby, the Agreement remains unchanged and in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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

HopSkipDrive, Inc.

Mountain View Whisman School District

By: 

(Signature)

By: _____
(Signature)

Name: Harsit Patel

(Printed Name)

Name: _____
(Printed Name)

Title: President

Title: _____

Address: 232 E 2nd St., Unit A, #8151, Los Angeles, CA 90012

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

Date: 5/30/2024

Date: _____

AMENDMENT

THIS AMENDMENT TO THE TRANSPORTATION COORDINATION LICENSE AND SERVICES AGREEMENT (this "***Amendment***") is entered into June 13, 2024 (the "***Effective Date***") by and between **HOPSKIPDRIVE, INC.**, a Delaware corporation (the "***Contractor***"), and **MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT** ("***Organization***") (each a "***Party***" and collectively the "***Parties***").

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

WHEREAS, the Contractor and Organization desire to amend the Agreement pursuant to this Amendment.

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

1. The provision in Exhibit B of the Agreement pertaining to the item "Cancellation/no show fee" is hereby stricken and replaced with the following: "There is a \$0 cancellation fee when a ride is canceled 2 hours or more before the scheduled ride pick up time. Rides canceled between 0-2 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."
2. **No Further Amendment.** 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 Amendment on the respective dates set forth below.

HopSkipDrive, Inc.

Mountain View Whisman School District

By:

DocuSigned by:
Harsit Patel
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(Signature)

By:

(Signature)

Name:

Harsit Patel

(Printed Name)

Name:

(Printed Name)

Title:

President

Title:

Address:

232 E 2nd St., Unit A, #8151, Los Angeles, CA 90012

Address:

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

Date:

4/24/24

Date:
