

## RENEWAL OF SERVICES AGREEMENT

THIS RENEWAL OF SERVICES AGREEMENT (the “*Renewal*”) is entered into with effect from July 1, 2026 (the “*Effective Date*”) by and between HopSkipDrive, Inc., a Delaware corporation (“*Contractor*”), and Denton Independent School District (“*Organization*”). Contractor and Organization may be referred to in this Renewal individually as “*Party*” and collectively as “*Parties*.” Capitalized terms not otherwise defined in this Renewal shall have the meaning provided in the Agreement.

WHEREAS, Contractor and Organization are parties to a certain Agreement for Services, as amended and renewed from time to time (the “*Agreement*”); and

WHEREAS, Contractor 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, Contractor and Organization hereby amend and renew the Agreement as follows:

1. **Term Extension**: The term of the Agreement shall be extended until June 30, 2027 (“*Renewal Term*”).
2. **Right of First Refusal**. At any time during the Term, if a Rider requires the facilitation of transportation services, Organization shall first offer the opportunity to provide those Services to Contractor. If Contractor declines to provide the services, Organization may allow a third party vendor to provide those services.
3. **Platform License**. Subject to the terms set out in the [Platform License](https://www.hopskipdrive.com/platform-license) (available at <https://www.hopskipdrive.com/platform-license>), which replace any other Platform License and related terms granted under the Agreement, Contractor grants Organization a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Platform, as Software-as-a-Service, solely to receive the Services during the Term.
4. **Description of Services**. The Description of Services provided by Contractor and attached hereto as Exhibit A replaces any other Description of Services in the Agreement.
5. **Fees**. The Fees provided by Contractor and attached hereto as Exhibit B replace any other Fees in the Agreement.
6. **Student Data Privacy & Ride Recording Consents**. The Student Data Privacy & Ride Recording Consents provided by Contractor is added to the Agreement, and attached hereto as Exhibit C.
7. **No Further Amendment**. This Renewal constitutes the entire amendment to the Agreement agreed to by the parties and, except as amended herein, the Agreement remains unchanged and in full force and effect.

[SIGNATURE PAGE FOLLOWS]

The Parties have caused this Renewal to be executed by their duly authorized representatives as of the respective dates set forth below.

<b>HopSkipDrive, Inc.</b>		<b>Denton Independent School District</b>	
By:		By:	
	<i>(Signature)</i>		<i>(Signature)</i>
Name:		Name:	
	<i>(Printed Name)</i>		<i>(Printed Name)</i>
Title:		Title:	
Address:	360 E. 2nd Street Suite 200, Los Angeles, CA 90012	Address:	1307 N Locust St, Denton, TX 76201, United States
Date:		Date:	

**EXHIBIT A**  
**DESCRIPTION OF SERVICES**

Contractor operates a marketplace platform and Organization may create an account on Contractor's Platform to connect, arrange for, and schedule transportation and associated in-ride care services for minors and other eligible Riders.

Services, as described in this Agreement, are the facilitation of transportation for Riders provided by Drivers who are independent contractors. All Services are offered consistent with and provided by Drivers who are subject to [HopSkipDrive's Zero Tolerance Policy](https://www.hopskipdrive.com/zero-tolerance-policy) (available at <https://www.hopskipdrive.com/zero-tolerance-policy>) and [Community Guidelines](https://www.hopskipdrive.com/guidelines) (available at <https://www.hopskipdrive.com/guidelines>).

Organization is solely responsible for requesting the appropriate type of Service and represents that it has the authority to request a specific Service for each Rider. Services and Additional Services will be completed based on pricing outlined in Exhibit B of this Agreement.

## EXHIBIT B

### FEES

For Services rendered by Contractor under this Agreement, Organization shall pay Contractor the following (the “*Fees*”):

ITEM	PRICING	DESCRIPTION
<b>Base Fare</b>	\$30.00	A fixed cost per trip mobilization fee.
<b>Per Mile Fee</b>	\$2.75	The amount payable per mile, which will be multiplied by the total Mileage for all riders in the vehicle. Mileage charges are based on estimated miles, and the total is rounded up to the next whole mile.
<b>Minimum Trip Fee</b>	\$50.00	The minimum amount payable for a ride.
<b>Consistent CareDriver Program</b>	\$11.00per ride	For Riders requiring a consistent driver, Contractor offers the option of requesting a primary CareDriver for a Ride Series.
<b>Urgent Rides</b>	\$10.00 per ride	Fee for booking a ride less than six (6) hours before the ride is to begin
<b>Hard-to-Service Trips</b>	<i>Pricing is determined at a per ride basis in consideration of the individual needs of the requested Ride/Rider</i>	Additional fee for a “ <b>hard-to-service</b> ” trip. A trip may be hard to service due to location, Rider needs or specialized equipment.
<b>Regulatory Fees</b>	A current list of regulatory fees can be found at: <a href="http://bit.ly/regulatory-fees">http://bit.ly/regulatory-fees</a>	When any taxes, fees, surcharges or other charges are required by applicable local, state or federal regulations or are otherwise imposed by any governmental entity.

<b>Toll Fee</b>	Billed at the market rate.	Highway or road tolls.
<b>No Show or Late Cancel</b>	Full Estimated Ride	Rider has not shown up to pick-up location within ten (10) minutes of scheduled pick-up time);  or,  Cancellation of Services fewer than two (2) hours' notice before scheduled Service.
<b>Wait Time Fees</b>	\$10.00	Billed after ten (10) minutes for rides ultimately completed.
<b>Gas Price Adjustment</b>	The gasoline price index to be used shall be found on the following website: <a href="https://www.eia.gov">https://www.eia.gov</a>	When the average monthly gasoline price in the state or region (as applicable) where the Services are provided 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.
<b>Large Capacity Vehicle</b>	\$30.00 per ride	Facilitation of transportation for Riders provided by Drivers whose vehicles are designed to transport up to five passengers in two or three rows (" <i>Mini-Vans</i> ").
<b>Wheelchair Accessible Vehicle</b>	\$55.00 per rider	Facilitation of transportation for Riders provided by Drivers whose vehicles are capable of transporting motorized wheelchairs (" <i>Wheelchair Accessible Vehicles</i> " or " <i>WAV</i> ").*
<b>Rider Assistant</b>	\$35.00 per hour  (minimum requirement of two (2) hours)	Facilitation of transportation for Riders provided by Drivers who are accompanied by another adult in the vehicle (a " <i>Rider Assistant</i> ").*

<b>Para-Professional</b>	\$45.00 per hour (minimum requirement of two (2) hours)	Facilitation of transportation for Riders provided by Drivers who are accompanied by a trained para-professional ( <b>“Para-Professional”</b> ).*
<i>*WAV, Rider Assistant and Para Professional Services may be provided by partner organizations (“CarePartners”) for Riders with highly specialized requirements.</i>		
<b>Ride Recording: Dashcam</b>	\$5.00 per ride	Facilitation of transportation for Riders provided by Drivers whose vehicles are equipped with a dedicated dashcam that records interior and exterior audiovisual ride footage.
<b>Ride Recording: In-App</b>	No charge for 2026/27 school year	Facilitation of transportation for Riders provided by Drivers whose phone records interior audiovisual ride footage via the HopSkipDrive CareDriver app.
<b>Forward-Facing Carseat**</b>	\$5.00 per ride	Facilitation of transportation for Riders provided by Drivers whose vehicles are equipped with a forward-facing carseat.
<b>Safety Vest and/or Car Harness**</b>	\$20.00 per ride	Facilitation of transportation for Riders provided by Drivers whose vehicles are equipped with a safety vest.
<i>**Forward-Facing Carseat, Safety Vest and/or Car Harness are collectively referred to as (“Equipment”). Organization is responsible for ensuring that each such request is consistent with applicable state, local, or federal guidelines; including, but not limited to, restrictions on height, weight, and/or age for the usage of any Equipment.</i>		
<b>RouteWise AI® (Strategic Routing Services)</b>	As negotiated in the Order Form for RouteWise AI™ (Strategic Routing Services)	RouteWise AI™ Order Forms are subject to and incorporate by reference the <a href="https://www.hopskipdrive.com/s-aas-subscription-agreement">SaaS Subscription Agreement</a> (available at <a href="https://www.hopskipdrive.com/s-aas-subscription-agreement">https://www.hopskipdrive.com/s-aas-subscription-agreement</a> ).

- Organization shall pay Contractor within thirty (30) days of Organization’s receipt of its invoice according to the instructions contained in the invoice.

- Late invoices accrue interest at 1.5% per month or the maximum rate allowed by law, whichever is lower. Organization will also pay reasonable collection costs, including attorney fees. Non-payment is a material breach that entitles Contractor to suspend Services, terminate this Agreement, and pursue all legal remedies.

## EXHIBIT C

### STUDENT DATA PRIVACY & RIDE RECORDING CONSENTS

- **Student Data Access and Contractual Safeguards.** To perform the Services, Contractor discloses certain Rider and Caregiver personal information — including names, pickup and drop-off locations, scheduling information, and special needs or accommodation requirements — to CarePartners, Drivers, Rider Assistants, and Para-Professionals delivering the Services (collectively, "*Service Providers*"), and Organization authorizes such disclosure solely for that purpose. Service Providers are independent contractors and are not employees of Contractor. As a condition of Platform access, Contractor requires Service Providers to agree to contractual terms restricting their use of such information to the performance of the Services. CareDrivers are bound by Contractor's Terms of Use, which require them to treat Rider and caregiver information as Confidential Information and prohibit its dissemination, disclosure, or sharing. CarePartners, and their personnel performing Services, are bound by contractual terms that additionally require appropriate technical and organizational security measures, compliance with applicable privacy laws, and prohibition on disclosure to third parties except as necessary to perform the Services or as required by law. These obligations are imposed through Contractor's contractual authority over Platform access and do not reflect or imply operational direction and control over Service Providers, who are independent contractors.
- **Contractor Recording Services.** "*Ride Recording: Dashcam*" and "*Ride Recording: In-App*" are collectively referred to as "*Contractor Recording Services*," and all recordings captured through them are referred to as "*Ride Recordings*." Ride Recordings are conducted solely for safety and security purposes. Ride Recording: Dashcam is opt-in and active only where Organization has affirmatively elected it for a Rider on the Platform. Ride Recording: In-App is enabled by default in available markets and will remain active unless Organization deselects it at the Rider or Organization level on the Platform, provided that opting out may limit certain safety features and incident investigation capabilities.
- **CarePartner Cameras.** Organization acknowledges that CarePartners may independently record WAV rides for their own safety and insurance purposes ("*CarePartner Recordings*"), and that *Contractor's* ability to disable such recordings may be limited. Contractor requires all CarePartners to maintain appropriate privacy and data security standards with respect to such recordings through their contractual relationship with Contractor.
- **Ride Recording Notices and Consents.** Organization consents to Ride Recordings for rides it permits to proceed with Ride Recording enabled. Ride Recordings are governed by Contractor's Ride Recording Access and Retention Policy (available on request). Organization shall make Contractor's [Privacy Policy](#) (available at <https://www.hopskipdrive.com/privacy>) available to parents, legal guardians, and Riders before rides involving Ride Recordings commence. Organization represents and warrants that it has obtained all notices and consents required under: (a) applicable wiretapping, eavesdropping, and recording statutes, for both Ride Recordings and CarePartner Recordings; and (b) where not subject to FERPA, all applicable privacy and confidentiality laws governing Rider information, including state child welfare, health information, and comprehensive privacy laws, to permit Contractor and Service Providers to capture, access, and retain Ride Recordings.
- **FERPA Designation (Educational Agencies Only).** Where Organization is subject to FERPA (20 U.S.C. § 1232g; 34 CFR Part 99), Organization designates Contractor as a "*school official*" with "*legitimate educational interests*" in education records, including Ride Recordings, within the meaning

of FERPA. Service Providers access such records through the Platform subject to Contractor's contractual restrictions on their use, maintenance, and redisclosure, and solely to perform the Services. This designation applies only to Ride Recordings and does not extend to CarePartner Recordings. Organization represents and warrants that it has provided, or will provide prior to commencement of Services, all required notices to parents, guardians, and eligible students, including updating its annual FERPA notification to identify Contractor as a school official and describe the legitimate educational interests served by its access to Student Educational Records.

- **Data Subject Rights.** Where Ride Recordings constitute Student Educational Records under FERPA, Organization retains control over such records and Contractor shall act solely on Organization's direction in responding to any parent, guardian, or eligible student request to access, correct, or delete Ride Recordings ("**Data Subject Request**"). On receipt of a Data Subject Request, Contractor shall promptly notify Organization, provide reasonable assistance including making relevant recordings available, and take no action except on Organization's written instruction or as required by law. Organization is solely responsible for determining the validity of a Data Subject Request and issuing timely instructions. Where a Data Subject Request may engage both FERPA and a state privacy law that does not exempt FERPA-regulated data (including CCPA/CPRA), or where Organization is not subject to FERPA, Contractor shall promptly notify Organization, and the Parties shall cooperate in good faith to respond in accordance with applicable law.