



A. Term and Termination

1. Term. EXHIBIT A. The term of this Agreement shall commence as of the Execution Date set forth above and shall continue to June 30th 2024 (the "Term"), unless otherwise terminated earlier or extended pursuant to the terms contained in this Agreement or written agreement of the parties.
2. Termination for Convenience. Either party may terminate this Agreement during the Term without cause and without penalty by giving thirty (30) days' written notice to the other party.
3. Termination for Breach or Default. If either party shall default in the performance of or breach any of its obligations specified in this Agreement, the non-defaulting party shall give written notice to the other party, specifying the nature of the default, and if such default is not remedied or substantial efforts are not made to remedy such default within fifteen (15) days from receipt of such notice, the non-defaulting party shall have the right, at its option, either to suspend the performance of its obligations under this Agreement until such default is remedied upon written notice to the other party or to terminate this Agreement upon written notice to the other party.
4. Termination for Bankruptcy. Either party may terminate this Agreement immediately by written notice to the other party in the event that the other party makes an assignment for the benefit of creditors; or admits in writing inability to pay debts as they mature; or a proceeding is instituted under any provision of the and is acquiesced in or is not dismissed within thirty (30) days.

B. Scope of Work and Terms and Conditions

1. The Company agrees to provide all equipment and Services as outlined in Exhibit

A attached hereto and incorporated herein by reference.

2. The Company and the Customer are subject to all the terms and conditions outlined in Exhibit A attached hereto and incorporated by reference.

C. Permits, Licenses and Regulations

The Company will obtain at its own expense all necessary permits and/or licenses pertaining to the Services needed for the Event.

D. Monetary Schedule is as follows; net 30 with the first payment of \$36,700 being due on September 14th and a deposit of \$15,000.00 due seven business days before the start of service. The \$15,000.00 will be deducted from the full total of the last month's payment of the 2023/2024 school year.

1. The Customer shall pay the Company in accordance with the rates set forth in Exhibit A.

2. The Company shall submit a detailed final invoice along with any supporting documentation to the Customer within fifteen (15) days after the conclusion of the Event. The Company will receive final payment not more than thirty (30) days after final invoice is submitted taking into account any pre-approved written change orders, the Upfront Payment, and any adjustments due to a variance in the projected and actual hours of Services performed by the Company hereunder.

3. Any invoice payments not received by Company as prescribed herein shall incur interest at a rate of ten percent (10%) per annum, or at the then applicable legal interest rate, whichever is the lowest.

E. Access, Badges, and Parking Permits

1. The Customer will provide the Company with access to all areas where the Company's equipment is to be utilized for the duration of the Event.

2. During the Event, the Customer will provide a reasonable number of entry badges and parking permits to the Company for the Company's use in connection with the Services provided hereunder.

F. Insurance/Indemnification/Release

1. The Company shall maintain in force commercial general liability insurance, business auto liability insurance, and workers' compensation insurance, in amount of at least \$5,000,000, insuring the Company and the Customer against any liability for bodily injury (including death) and property damage with respect to the services and products to be provided by or on behalf of the Company under this Agreement from the date hereof through thirty (30) days after the conclusion of the Event. Each such policy of insurance shall be with a reputable insurance carrier. Each such policy shall specify that coverage shall be the primary coverage in all cases. If requested by the Customer at least thirty (30) days prior to the Company's arrival at the Event, the Company shall provide the Customer with a Certificate of Insurance and Endorsement with proper coverage as required hereunder naming the Customer as an additional insured, except with respect to workers' compensation, for covered

claims to the extent the Company is obligated to indemnify under this Agreement. Such coverage will not be canceled or modified during the term of this Agreement.

2. The Company agrees to indemnify and hold harmless the Customer, its directors, officers, employees, and agents ("Customer Indemnitees") from and against any claim or demand which may be made arising from or caused by the gross negligence of Company in the performance of this Agreement, except to the extent that such claim or demand, in full or in part, (a) arises from or is caused by the gross negligence or intentional misconduct of the Customer, its employees, affiliates, parent companies, subsidiaries or any persons or entities under Customer Indemnitees' control, and/or (b) arises from or is caused by passenger fights, horseplay in Company vehicles, injuries resulting from the intoxication of passengers, failure of the passengers to adhere to the instructions posted in Company vehicles and/or verbal instructions provided by Company drivers, and/or any other negligent, grossly negligent or intentional misconduct of passengers during the performance of this Agreement by Company.

3. The Customer acknowledges and agrees that a reasonable amount of damage to the property at which the Event will take place due to vehicular traffic, and the like, is unavoidable, and further agree that the Company shall not be liable for any reasonable damage and shall have no obligation to indemnify the Customer or any entities or persons having any interest in said property or from which the Customer purchased, leased, borrowed or otherwise used for the Event for any reasonable damages.

G. Equipment/Items Provided by the Customer

The Customer will provide the Company with a reasonably suitable work site/compound for the purpose of staging work materials and equipment for the set up and removal periods described in Section C of this Agreement.

H. Warranties

THE COMPANY HEREBY DISCLAIMS ANY AND ALL WARRANTIES NOT SPECIFICALLY SET FORTH HEREIN, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

I. References to the Customer or Event

The Company will not be required to use the name or logo of the Customer or Event, unless specifically agreed in writing as part of this Agreement. Unless otherwise agreed in writing as part of this Agreement, nothing contained in this Agreement shall constitute, or be deemed to constitute an agreement or license by the Customer to permit the Company to use the name or logo of the Customer or Event or any other trademark of the Customer in any manner whatsoever, any such usage being expressly prohibited.

J. Compliance with Applicable Laws

In respect of this Agreement, the Company and its directors, officers, employees and agents shall comply with all applicable federal, state and local laws, ordinances and statutes, and all applicable governmental rules, regulations, order and directives. In the event of an exemption or waiver obtained by the Customer of an applicable rule or regulation pertaining to the Event, such information will be communicated to the Company in advance of the Event and the Company, in its sole discretion, will only be entitled to rely thereon only if expressly authorized by the Customer in writing.

K. Effect of Termination and/or Expiration

Upon any termination and/or expiration of this Agreement, this Agreement shall for with become void and there shall be no liability of obligation on the part of any party hereto or their respective directors, officers, employees, agents or other representatives, except that the provisions of Sections G, H, I, J, K, L, M, N and P shall remain in full force and effect.

L. Force Majeure

In the event the Company is unable to provide the Services as specified in this Agreement because of any mechanical failures, road work and closures, traffic conditions, weather conditions, act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, labor shortages, governmental action, epidemic, pandemic or any other condition or cause beyond Company's control ("Force Majeure Event"), Customer shall excuse the Company from performance under this Agreement until such time as the Force Majeure Event no longer prevent performance.

M. Dispute Resolution

1. The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Agreement. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. If the parties cannot agree upon a mediator, either party may ask the presiding or equity judge of the Hamilton County Court of Common Pleas to name a mediator, and the parties shall then submit the dispute to mediation using that mediator. If mediation is not successful, the parties may pursue their remedies as they choose.
2. First Student shall be entitled to all attorney's fees and other costs associated with recouping any amounts owed under this Agreement.

N. Governing Law

The laws of the State of Ohio govern all matters, claims or causes of action (whether in contract or tort) arising out of this Contract, the transactions contemplated under this Contract, the actions or omissions of the parties arising from or related to this Contract, the rights and obligations of the parties under this Contract or the negotiation, execution or performance of this Contract without consideration of Ohio's conflicts of laws principles.

The courts located in Hamilton County, Ohio shall have exclusive jurisdiction and venue over any suit or action against First Student arising out of or relating to this Contract. The customer hereby consents to the personal jurisdiction of such courts and waives any objections to such venue.

O. Privacy

1. When the California Consumer Privacy Act ("CCPA") does not apply, First Student shall not use, retain, or disclose a consumer's Personal Information (as defined in applicable law) except to perform the services hereunder for the Customer and/or for the following of First Student's own internal business purposes such as auditing related to a current interaction with the Customer and concurrent transactions, detecting security incidents, debugging to identify and repair errors, short-term, transient use, performing services on behalf of the Customer, undertaking internal research, or undertaking activities to verify or maintain the quality or safety of a service.

2. The following provision governs the responsibilities of the parties when the CCPA applies:

(a) "CCPA" means the California Consumer Privacy Act and regulations implemented under it.

(b) "Aggregate Consumer Information," "Business," "Business Purpose," "Collects", "Consumer", "Deidentified", "Personal Information" (PI) and "Service Provider" shall have the meanings given to such terms in the CCPA.

3. Customer PI Collected in the course of performing the Services is the Customer's property, which the Customer owns and controls. The Company shall not retain, use, or disclose Customer PI for any purpose other than performing the Services for the Customer as specified in the Agreement(s), unless for a reasonable Business Purpose related to the Services (e.g., fraud prevention, accident and personnel investigations, and security), or as otherwise required under applicable law or court.

5

order ("Permitted Purposes"). The Customer authorizes and directs the Company to retain, use and disclose Customer PI for the Permitted Purposes, but for no other purposes. It is understood and agreed that the Company may itself independently Collect PI ancillary to the Services as a Business, as opposed to as a vendor (e.g., by managing our personnel and their conduct and activities), which data shall be the Company's property, solely owned and controlled by the Company, and the Company shall be solely responsible for compliance with the CCPA and applicable laws regarding such data. In addition, the Company is authorized as part of the Services to create Aggregate Consumer Information or Deidentified data from the Customer PI, which upon such creation shall no longer be Customer PI and shall

be the Company's property, solely owned and controlled by the Company, and the Company shall be solely responsible for compliance with applicable laws regarding such data; provided, however, that the Company commits not to attribute the Customer as the source of such data except to the extent required under applicable law or court order.

4. The Company shall reasonably cooperate with the Customer to assist the Customer in meeting its obligations regarding Customer PI under the CCPA and other applicable laws, including, without limitation deleting specific Customer PI; provided, however, that if the cooperation requested would result in any material expense or expenditure of time or resources, the Company shall be entitled to charge on a time and materials basis. In such a case, the Company shall first provide a cost estimate to the Customer and the parties shall mutually agree upon the scope of assistance and the cost thereof.

P. Miscellaneous

1. Notices. Notice by any party hereunder shall be deemed given when (a) hand delivered, (b) mailed, postage prepaid, certified or registered, return receipt requested, or (c) sent by guaranteed twenty-four hour delivery service, addressed to the other party at the addresses appearing on the face of this Agreement; provided that either party may, by written notice to the other party as set forth herein, change the address to which any such notice shall be sent.

2. Relationship of Parties. The Company shall perform its work and Services hereunder as an independent contractor and this Agreement shall not be construed to make the Company an agent or employee of the Customer for any purpose whatsoever. The Company, its employees and agents are not granted by this Agreement (or otherwise) any express or implied right or authority (nor shall the Company take any action which would have the effect of creating the appearance of such authority) to assume, create or incur any obligation or responsibility on behalf of or in the name of the Customer, or to make any promise, warranty or representation binding on the Customer in any manner whatsoever. The Company, its employees and agents shall not act or purport to act as agents or employees of the Customer when undertaking any activity in connection with this Agreement.

3. Binding Agreement. This Agreement shall be binding on and shall insure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

4. Assignment. Neither party shall assign this Agreement to any other person without prior written consent of the other party.

5. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signature thereto and hereto were upon the same instrument, and signatures on any counterpart delivered by facsimile transmission shall have the same effect as the original signature.--

EXHIBIT A

Term: 2023/2024 School Year

Service and Cost: \$1,835.00 per day for two buses (Daily AM/PM route) First Students gate-to-gate

should not take longer than a total of eight (8) hours.

\$150.00 for each additional hour, billed in 15 minute increments.

For transporting 85-100 students.

Below is a list of the proposed AM Pick-up locations:

- Edward Vincent Jr. Park, 700 Warren Ln, Inglewood, CA 90302
- Mary M. Bethune Park, 1244 E 61st St, Los Angeles, CA 90001
- Darby Park, 3400 W Arbor Vitae St, Inglewood, CA 90305
- Weingart YMCA Wellness & Aquatic Center, 9900 S Vermont Ave, Los Angeles, CA 90044
- Ted Watkins Memorial Park, 1335 E 103rd St, Los Angeles, CA 90002
- Magic Johnson Park, 905 E El Segundo Blvd, Los Angeles, CA 90059
- Rowley Park, 13220 Van Ness Ave, Gardena, CA 90249

Designated drop-off locations:

- TEACH Prep Elementary - 8505 S. Western Ave, LA, CA, 90047
- TEACH Academy of Technologies - 10000 S. Western Ave, LA, CA, 90047
- TEACH Tech Charter High - 10616 S. Western Ave, LA, CA, 90047

PM Services in the reverse order.

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Flow RateTransportation,LLC

TEACH Public School

By:

By:

Name:

Name:

Date:

Date: