MASTER AGREEMENT

between

BUSPATROL AMERICA, LLC

and

CITY OF NIAGARA FALLS

For a

SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM

This Master Agreement (the "Agreement") is hereby made and entered into as of the _____ day of _____ 2021 by and between the City of Niagara Falls, a municipal corporation organized under the laws of the State of New York with its principal office at 745 Main Street, Niagara Falls, New York 14301 (hereinafter the "City") and BusPatrol America, LLC (hereinafter "BusPatrol") with its principle place of business at 8540 Cinder Bed Road, Suite 400, Lorton, VA 22079.

RECITALS

WHEREAS Section 1174-a of the New York State Vehicle and Traffic Law (VTL) authorizes the governing body of a county, city, town or village located within a school district to adopt and amend a local law or ordinance establishing a demonstration program imposing monetary liability on the owner of a vehicle for a violation of Section 1174 of the VTL; and

WHEREAS Niagara Falls City Council, adopted Chapter 747 of the Codified Ordinances, entitled "Owner Liability For Failure Of Vehicle Operator To Stop For A School Bus Displaying A Red Visual Signal And Stop-Arm," imposing owner liability for failure of a vehicle operator to Stop for a school bus displaying a red visual signal and stop-arm; and

WHEREAS, the Ordinance establishes fines for each violation as authorized by Section 1174-a of the VTL, and further authorizes the City to cause to be installed and operated an outward facing school bus photo violation monitoring systems on school buses owned or operated by the City School District of the City of Niagara Falls (hereinafter referred to as "School District"); and

WHEREAS, on November 20, 2019, the City issued a Request for Proposals for School Bus Arm Camera Services; and

WHEREAS, on December 18, 2019, BusPatrol submitted a proposal to the City to perform the solicited services, and the proposal has been found generally acceptable by the City and is incorporated in relevant part and made a part hereof as Exhibit A; and

WHEREAS BusPatrol provides and the City desires to acquire a turn-key, web-based school bus photo violation monitoring system that can be used to capture images of vehicles operated in violation of Section 1174, issue citations to the owner of such vehicle when approved by an authorized City Technician, and collect fines from the owner of such vehicle as authorized by Section 1174-a; and

WHEREAS the City represents that it has the authority, in accordance with Section 1174-a and adoption of Chapter 747 of the City of Niagara Falls Codified Ordinances to enter into this Agreement with BusPatrol, to establish the terms and conditions upon which City may engage BusPatrol to install, maintain and operate school bus photo violation monitoring systems within such School District; and

WHEREAS the City has reviewed the business and financial terms of this Agreement and confirms that the said terms and conditions are beneficial to the public interest and enhanced safety and security for the children and community at large.

NOW THEREFORE, in consideration of the foregoing recitals, which are expressly incorporated herein, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and BusPatrol agree as follows:

The foregoing recitals are true and correct, and form an integral part of this Agreement and are contractual.

AGREEMENT

1. **DEFINITIONS.** In this Agreement, the words and phrases below shall have the following meanings:

    1.1. **"BusPatrol System"** means, collectively, all of the BusPatrol Equipment, BusPatrol Software and other tangible and intangible property relating thereto owned by BusPatrol that is installed, operated and maintained by BusPatrol to operate the School Bus Stop Arm Program within the School District. The BusPatrol System will include all External Enforcement Cameras and other Equipment necessary to operate a school bus photo violation monitoring system, as described in the technical sections of BusPatrol's proposal at Attachment A, as well as the "Description Of BusPatrol Systems, Services" at Attachment B. Through a separate shared services agreement with the School District pursuant to Article 4.2.10, the City will have exclusive access, use and control of the portion of the BusPatrol System related to External Enforcement Cameras and other Equipment necessary to operate a school bus photo violation monitoring system.

    1.2. **"BusPatrol Equipment"** includes any and all cameras, sensors, equipment, components, products, and other tangible property that comprise the BusPatrol System, including but not limited to the following:

    1.2.1. **"External Enforcement Cameras"** means the outward-facing cameras and other related equipment installed by BusPatrol on the exterior of a school bus to identify Violations of the Stop Arm Law. Video and images generated by the External Enforcement Cameras will be provided only to the Law Enforcement Agency responsible for reviewing evidence of Potential Violations and other County personnel who are specifically authorized to review such evidence for purposes of enforcing the Stop Arm Law.

2

1.3. **"BusPatrol Marks"** means all trademarks registered in the name of BusPatrol or any of its affiliates, such other trademarks as are used by BusPatrol or any of its affiliates on or in relation to School Bus Safety at any time during the Term of this Agreement, service marks, trade names, logos, brands and other marks owned by BusPatrol, and all modifications or adaptations of any of the foregoing.

1.4. **"BusPatrol Proprietary or Confidential Information"** means, with respect to BusPatrol, any systems, technology and software, information, matter or thing of a secret, confidential or private nature which is connected with BusPatrol's business or methods of operation or concerning any of BusPatrol's suppliers, licensors, licensees, or others with whom BusPatrol has a business relationship, and which has current or potential value to BusPatrol or the unauthorized disclosure of which could be detrimental to BusPatrol including, but not limited to:

    1.4.1. Matters of a business nature including, but not limited to: information relating to development plans, costs, finances, marketing plans, data, procedures, business opportunities, marketing methods, plans and strategies, the costs of construction, installation, materials or components, the prices BusPatrol obtains or has obtained from its clients, or at which BusPatrol sells or has sold its services; and

    1.4.2. Matters of a technical nature including, but not limited to: product information, trade secrets, know-how, formulae, innovations, inventions, devices, discoveries, techniques, formats, processes, methods, specifications, designs, patterns, schematics, data, access or security codes, compilations of information, test results and research and development projects. For purposes of this Agreement, the term "trade secrets" shall mean the broadest and most inclusive interpretation of trade secrets.

    1.4.3. Notwithstanding the foregoing, BusPatrol Proprietary and Confidential Information will not include information that (a) was generally available to the public or otherwise part of the public domain at the time of its disclosure, (b) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission by any party hereto in breach of this Agreement, (c) was subsequently lawfully disclosed to the disclosing party by a person other than a party hereto, (d) is required by a court of competent jurisdiction to be disclosed, provided that BusPatrol is provided with prior written notice and an opportunity to seek a protective order or otherwise object to the disclosure, or (e) is required by applicable state law to be disclosed, provided that BusPatrol is provided with prior written notice and an opportunity to object to such disclosure.

1.5. **"BusPatrol Software"** means all computer software programs installed, operated and maintained by BusPatrol to operate the School Bus Stop Arm Program, including but not limited to the BusPatrol OS, AlertBus application, Console application, as well as software documentation, and firmware embedded on BusPatrol Equipment. BusPatrol Software also includes third party applications used by BusPatrol to deliver the services, including but not limited to optional third party software applications available if contracted for by City.

1.6. **"Intellectual Property"** means, with respect to any person, any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the world including, but not limited to, copyrights, moral rights and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs, algorithms and other intellectual property rights, (e) all other intellectual and industrial property rights of every kind and nature throughout the universe and however designated, whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing) of such person.

1.7. **"City Technician"** means a technician employed by the City who is responsible for inspecting photographs, microphotographs, videotape or other recorded images produced by the BusPatrol system for purposes of identifying Violations of the Stop Arm Law, in accordance with Section 1174-a(d).

1.8. **"Intellectual Property"** means, with respect to any person, any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the world including, but not limited to, copyrights, moral rights and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs, algorithms and other intellectual property rights, (e) all other intellectual and industrial property rights of every kind and nature throughout the universe and however designated, whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing) of such person.

1.9. **"Notice of Violation"** means a written notice of a School Bus Stop-Arm Violation, which is mailed or otherwise delivered by BusPatrol or its designated agent to the owner of a vehicle operated in violation of the Stop Arm Law. Each Notice of Violation must be supported by a certificate, sworn to or affirmed by a City Technician, verifying that a Stop Arm Violation occurred, based upon inspection of photographs, microphotographs, videotape or other recorded images produced by the BusPatrol System. Each Notice of Violation will include the following information, as required by Section 1174-a:

1.9.1. The name and address of the person alleged to be liable as an owner for a violation of Section 1174;

1.9.2. The registration number of the vehicle involved in such violation;

1.9.3. The location where such violation took place;

1.9.4. The date and time of such violation;

1.9.5. The identification number of the camera which recorded the violation or other document locator number;

1.9.6. Information advising the person charged of the manner and the time in which he or she may contest the liability alleged in the notice; and

4

1.9.7. A warning to advise the persons charged that failure to contest in the manner and time provided shall be deemed an admission of liability and that a default judgment may be entered thereon.

1.10. **"Other Confidential or Proprietary Information"** means, with respect to any person, any written or tangible property owned or used by such person in connection with such person's business, whether or not such property is copyrightable or also qualifies as Confidential Information including, without limitation, products, samples, Equipment, files, lists, books, notebooks, records, documents, memoranda, reports, patterns, schematics, compilations, designs, drawings, data, test results, contracts, agreements, literature, correspondence, spreadsheets, computer programs and software, computer print outs, other written and graphic records and the like, whether originals, copies, duplicates or summaries thereof, affecting or relating to the business of such person, including financial statements, budgets, projections and invoices.

1.11. **"Potential Violation"** means a potential School Bus Stop-Arm Violation, which is documented in Violation Data that is collected by the BusPatrol System and provided to the Law Enforcement Agency for final review and determination of a Violation, in accordance with the Stop Arm Law.

1.12. **"School Bus Stop Arm Program"** means the administration, processes, and procedures by which the School Bus Stop Arm Violations are recorded, monitored, identified, processed, approved, distributed, enforced, collected, reported, adjudicated, appealed, and otherwise managed by BusPatrol.

1.13. **"Stop Arm Violation"** (also sometimes **"Violation"**) means a violation of the Stop Arm Law, based on a determination by the Law Enforcement Agency, after reviewing images, video and other data captured by the BusPatrol System, that a vehicle has been operated in violation of the Stop Arm Law.

1.14. **"Stop Arm Law"** means Sections 1174 and 1174-a of the New York Vehicle and Traffic Law, as implemented in City of Niagara Ordinances Chapter 747.

1.15. **"Violation Data"** means all electronic data collected by the External Enforcement Cameras that contains information, including but is not limited to, pictures, video, GPS location, date, and time of Potential Violations, which is subject to review by an authorized City Technician for final determination of a Violation, in accordance with the Stop Arm Law.

2. TERM

This Agreement shall commence on the Effective Date and shall run through December 1, 2024 (the "Initial Term"). In the event that the Stop Arm Law is extended beyond December 1, 2024, this Agreement may be extended upon mutual agreement of the parties for an additional five (5) year term. Either party shall notify the other in writing, within ninety (90) days prior to the expiration of the Initial Term, of its desire not to renew. Any extension entered into must be in writing, with all terms remaining the same.

3. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. The relationship between the parties shall be that of independent contractors, and nothing contained in this Agreement shall create the relationship of principal and agent or otherwise permit either party to bind or contract for the other or incur any debts or liabilities or obligations on behalf of the other party (except as specifically provided for herein).

BusPatrol covenants and agrees that it will not hold itself out as, nor claim to be, an officer or employee of the City, for reasons including but not limited to: workers' compensation coverage, unemployment insurance benefits, social security coverage, medical, dental or health insurance coverage, or employee retirement membership or credit by reason of this contract.

Each party is acting independently of the other, and the parties represent and warrant that they have, or will secure at their own expense, all personnel and consultants required to provide the services under this Agreement and have contracted, or will contract, with any necessary third-party vendors to provide the services in accordance with this Agreement. No officer or member of the governing body of the City, School District, or BusPatrol shall participate in any decision relating to this Agreement that affects his or her personal interest, nor shall any such officer or member of the City, School District, or BusPatrol have any pecuniary interest in this Agreement or any part thereof.

In no event shall the City contact for similar services on the same buses installed with the BusPatrol System. BusPatrol retains the right to provide such services to parties other than the City in its sole discretion.

4. **SCOPE OF SERVICES/RESPONSIBILITIES OF THE PARTIES**

   4.1. **RESPONSIBILITIES OF BUSPATROL.** BusPatrol agrees to provide the following services, as more fully described in Attachment A and B:

      4.1.1. Provide, install and maintain the BusPatrol Equipment on all school buses operated by the School District and/or their bus contractors;

      4.1.2. Exercise commercially reasonable efforts to equip School District's entire fleet of 110 contracted and owned buses with the BusPatrol System before September 1, 2021, to the extent commercially viable and mutually agreed by BusPatrol, the City and the School District. The order of such installation of the BusPatrol Systems, if any, on School District school buses will be determined by BusPatrol, in its reasonable discretion, which determination will be documented in a detailed Implementation Plan to be developed by BusPatrol based on various methods of research or survey data used by BusPatrol to determine the priority of School District school bus routes that have a need for the installation of the BusPatrol Systems;

      4.1.3. Provide personnel to train appropriate City personnel on the proper use of the Equipment;

      4.1.4. Provide City Technicians with access to review recorded images of Potential Violations from the video recording equipment to identify and issue Notices of

Violations for School Bus Stop-Arm Violations in accordance with applicable provisions of the Law;

4.1.5. Prepare Notices of Violations for School Bus Stop- Arm Violations, when reviewed and approved by a designated Law Enforcement Agency, in accordance with applicable provisions of the Stop Arm Law;

4.1.6. Mail Notices of Violations to owners of vehicles that have been operated in violation of the applicable provisions of the Stop Arm Law;

4.1.7. Collect any civil fines, penalties, and costs, including credit card processing fees, assessed for Violations of the Stop Arm Law. BusPatrol may charge a credit card processing fee to the party making payment upon a ticket/citation, and may use any lawful means to collect any Violations that are not paid in a timely manner, including utilizing debt resolution agencies for delinquent violators;

4.1.8. Establish a bank account at an FDIC member (insured) bank for the processing of payments, which account may be managed by BusPatrol or a third party payment processor;

4.1.9. Provide monthly reports to the City that at a minimum detail the number of Notices of Violations issued, the number and monetary amount of fines and penalties collected each month, the number of school buses installed with the BusPatrol System, as well as any additional reports that are agreed to by the parties or required by the Stop Arm Law; and

4.1.10. Remove BusPatrol Equipment from school buses that are retired from service, and re-install such Equipment on replacement buses. At BusPatrol's option, interior wiring harnesses may be abandoned in place. BusPatrol will be responsible for repairing any cosmetic damage to the school bus caused during the installation or removal of BusPatrol equipment.

4.2. **RESPONSIBILITIES OF THE CITY.** The City agrees to:

4.2.1. The City will use its best efforts to ensure that the School District and its third party provider for bus service provide BusPatrol with access to buses, along with other reasonable assistance necessary for BusPatrol to install, operate and maintain the BusPatrol Equipment and BusPatrol Software;

4.2.2. Provide BusPatrol with electronic copies of school bus routing information, in Excel or CSV format if possible, for the purpose of identifying high risk routes and prioritizing an installation schedule;

4.2.3. Allow installed Equipment to be used for the purpose of the operation of the Stop Arm Camera Program pursuant to the Stop Arm Law and this Agreement;

4.2.4. The City will use its best efforts to ensure that School District and its third party provider for bus service properly store, secure, maintain, and repair the school buses when not in use to reasonably safeguard the BusPatrol System;

4.2.5. Designate in writing a program manager (the "District Program Manager") that BusPatrol may contact for day-to-day operational concerns, issues, and problems. The District Program Manager shall also be responsible for the review of any and all BusPatrol deliverables, including reports. BusPatrol may rely upon the apparent authority of the District Program Manager;

4.2.6. Designate a technology representative (the "District Technology Representative") to assist BusPatrol Program Manager with resolving technical issues, including providing access to the BusPatrol System if blocked by firewall, or other School District security protocols;

4.2.7. Review and approve BusPatrol invoices for payment in coordination with the Law Enforcement Agency, in accordance with the invoicing provisions in Article 5.0;

4.2.8. Arrange for appropriate court personnel to administer hearings and adjudicate contested tickets;

4.2.9. Coordinate with designated Law Enforcement Agency(ies) through intergovernmental agreements to ensure that a sufficient number of qualified technicians are assigned to review each Potential Violation that is generated by BusPatrol, and either approve the issuance of a Notice of Violation or reject the Potential Violation and input the appropriate rejection code in the BusPatrol System. ALL DECISIONS TO ISSUE A NOTICE OF VIOLATION MUST BE MADE BY AN AUTHORIZED TECHNICIAN FROM A DESIGNATED LAW ENFORCEMENT AGENCY;

4.2.10. Enter into an MOU or other binding agreement with ~~the School District and~~ other city or state entities as needed to carry out this Agreement, including the execution of all necessary intergovernmental agreements; and

4.2.11. Use best effort carry out the obligations under this Agreement, and help resolve any issues, problems or concerns related to compliance with the installation, maintenance and operation of the Equipment within the School District.

5. **REVENUE SHARING, INVOICING/PAYMENT**

5.1. **Revenue Sharing.** All amounts to be paid to BusPatrol for the performance of the services called for in this Contract will be paid from the civil penalties collected from the operation of the BusPatrol System, as provided for by the Stop Arm Law. All civil penalties and administrative fees collected from the operation of the BusPatrol System, as well as the credit card processing fees which are to be paid by the party making payment upon a Violation, will be deposited in the BusPatrol account established pursuant to Article 4.0. At the end of each month, all amounts collected from Violations will be disbursed on a monthly basis as follows:

5.1.1.1. 40% of gross revenue (not including credit card processing fees) will be disbursed to the City;

5.1.1.2. The remaining 60% of gross revenue will be disbursed to BusPatrol.

5.1.1.3. In no event will the School District have any claim to any portion of the revenues generated through the BusPatrol System.

5.2. Invoicing/Payment.

5.2.1. No later than 5 calendar days after the end of each month, the Law Enforcement Agency shall provide BusPatrol with a complete report on the number and dollar value of tickets paid directly to the Law Enforcement Agency during the previous month, including Violations paid in person or by mail. All revenues collected by the Law Enforcement Agency will be deposited with in the City bank account at the end of each month, for disbursement in accordance with this Article 5.0.

5.2.2. No later than the 5 calendar days after the deadline for Law Enforcement Agency's report of Violations paid to directly to the Law Enforcement Agency, BusPatrol will submit an invoice for payment of the Revenue Share owed to BusPatrol in accordance with this Article 5.0. Invoices will be sent to the following addresses:

Office of the City Controller
City of Niagara Falls, NY
745 Main Street
P.O. Box 69
Niagara Falls, NY 14302-0069
(716) 286-4346

5.2.3. No later than 10 calendar days after receipt of BusPatrol's invoice, the City shall approve payment of BusPatrol's invoice from the available revenues generated from Violations, in accordance with Article 5.0. In the event of any dispute as to any portion of an invoice City shall approve payment of the undisputed portion of the invoice, and any disputed items will be carried forward for further discussion and incorporation into the following month's invoice. Funds will be paid from the account established in Article 4.0 upon City's approval of an invoice.

5.2.4. If an invoice is not processed and approved by the City within the timeframes set forth in this Article 5.2, and if sufficient ticket revenues have been collected to cover such invoice, BusPatrol shall be entitled to interest on such unpaid amounts at the rate of 7% per year, to be deducted from City's share of revenue.

5.2.5. All amounts to be paid to BusPatrol for the performance of the services called for in this Contract will be paid solely from the civil penalties collected from the operation of the BusPatrol System, as provided for by the Stop Arm Law. BusPatrol assumes the risk that program revenues will be sufficient to fund the operation of the program, and therefore agrees that in the event that gross revenues collected over the life of this Agreement are insufficient to fully fund the operation of the program, BusPatrol will have no claim against the City or School District for the payment of any additional amount.

6. **LICENSE AND RESERVATION OF RIGHTS.**

6.1. License Grant. BusPatrol grants to the City a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment and BusPatrol Software, solely for purposes of carrying out this Agreement. This license shall continue for the duration

of this Agreement remains in effect, and shall expire immediately upon termination or expiration of this Agreement. City shall immediately cease any and all use of the BusPatrol Equipment, BusPatrol Software or other BusPatrol Intellectual Property upon termination or expiration of this Agreement, unless specifically authorized by BusPatrol in a separate written license agreement.

6.2. <u>Reservation of Rights.</u> City and BusPatrol hereby acknowledge and agree to the following:

6.2.1. BusPatrol is the sole and exclusive owner of the BusPatrol System, BusPatrol Equipment, BusPatrol Software, BusPatrol Marks, all Intellectual Property, trade secrets, software, including any updates thereto, arising from or relating to the BusPatrol System, and any and all related Equipment;

6.2.2. City neither has nor makes any claim to any right, title or interest in any of the foregoing, except as specifically granted or authorized under this Agreement;

6.2.3. To the extent permitted by law, BusPatrol may utilize captured imaging and other data for educational and marketing purposes provided that the identities of school children are protected to the extent protected by law; and

6.2.4. By reason of the exercise of any such rights or interests of City pursuant to this Agreement, City shall not gain any additional right, title or interest therein.

6.3. <u>Restricted Use.</u> City hereby covenants and agrees that it shall not:

6.3.1. Use the BusPatrol System, BusPatrol Equipment, BusPatrol Software or BusPatrol Intellectual Property for any purpose other than BusPatrol's operation of the school bus photo violation monitoring systems during the term of this Agreement, on school buses owned or operated by the School District that have agreed to terms of use that are no less restrictive than those set forth in this agreement;

6.3.2. Disclose or provide the BusPatrol System, BusPatrol Proprietary or Confidential Information, BusPatrol Equipment, BusPatrol Software or Intellectual Property of BusPatrol to any third parties without the prior express written permission of BusPatrol;

6.3.3. Make any modifications to the BusPatrol System including, but not limited to, any BusPatrol Equipment or BusPatrol Software;

6.3.4. Alter, remove or tamper with any BusPatrol Marks;

6.3.5. Use any of the BusPatrol Marks in any way which might prejudice their distinctiveness, validity or the goodwill of BusPatrol therein;

6.3.6. Use any trademarks or other marks other than the BusPatrol Marks in connection with the City's use of the BusPatrol System pursuant to the terms of this Agreement without first obtaining the prior consent of BusPatrol and BusPatrol; or

10

6.3.7. Disassemble, de-compile or otherwise perform any type of reverse engineering to the BusPatrol System including, but not limited to, any BusPatrol Equipment, BusPatrol Software, BusPatrol Proprietary or Confidential Information, or any Intellectual Property of BusPatrol, or cause any other person to do any of the foregoing.

6.4. Protection of Rights. BusPatrol shall have the right to take whatever action it deems necessary or desirable to protect its intellectual property rights, remedy or prevent the infringement of any Intellectual Property of BusPatrol including, without limitation, the filing of applications to register as trademarks in any jurisdiction any of the BusPatrol Marks, the filing of patent applications for any of the Intellectual Property of BusPatrol, and making any other applications or filings with appropriate Governmental Authorities. City shall not take any action to remedy or prevent such infringing activities, and shall not in its own name make any registrations or filings with respect to any of the BusPatrol Marks or the Intellectual Property of BusPatrol without the prior written consent of BusPatrol.

6.5. Infringement. The City shall use its reasonable best efforts to give BusPatrol prompt notice of any activities or threatened activities of any person of which it becomes aware that infringes or violates or may infringe or violate the BusPatrol Marks or any of BusPatrol's Intellectual Property or that constitute a misappropriation of trade secrets or acts of unfair competition that might dilute, damage or destroy any of the BusPatrol Marks or any other Intellectual Property of BusPatrol. BusPatrol shall have the exclusive right, but not the obligation, to act to enforce such rights and to make settlements with respect thereto. In the event that BusPatrol commences any enforcement action under this Article 6.5, then the City shall render to BusPatrol such reasonable cooperation and assistance as is reasonably requested by BusPatrol from time to time, provided that BusPatrol shall reimburse the City for any reasonable costs incurred or paid to third parties.

6.6. Infringing Use. The City shall give BusPatrol prompt written notice of any action or claim, whether threatened or pending, against the City alleging that the BusPatrol Marks, or any other Intellectual Property of BusPatrol, infringes or violates any patent, trademark, copyright, trade secret or other Intellectual Property of any other person, and the City shall render to BusPatrol such reasonable cooperation and assistance as is reasonably requested by BusPatrol in the defense thereof, provided that BusPatrol shall reimburse the City for any reasonable costs incurred in providing such cooperation and assistance incurred or paid to third parties. If such a claim is made and BusPatrol determines, in the exercise of its sole discretion, that an infringement may exist, BusPatrol shall have the right, but not the obligation, to procure for the City the right to keep using the allegedly infringing items, modify them to avoid the alleged infringement, or replace them with non-infringing items.

7. TERMINATION

7.1. Either the City or BusPatrol shall have the right to terminate this Agreement by written notice to the other if:

7.1.1. State statutes are materially amended as to prohibit or negatively affect the operation of the School Bus Stop Arm Program or if any laws are enacted that would substantially change or terminate the ability under the

Agreement to obtain fines or charges for violations of law, which would eliminate the source for financing the School Bus Stop Arm Program;

7.1.2. A final decision (subsequent to any appeals that may be filed) by a court of competent jurisdiction declares that the results from the BusPatrol System are inadmissible in evidence; or

7.1.3. The other party commits any material breach of any of the provisions of this Agreement, which breach is not cured within a reasonable time.

7.2. BusPatrol shall have the right to terminate this Agreement immediately by written notice to the City if:

7.2.1. The Stop Arm Law is revoked by lawful action of the State or County;

7.2.2. The civil penalty adopted by the State or County for Bus Stop Arm Violations is eliminated, abated, or reduced following the Effective Date; or

7.2.3. The City or School District engages, solicits bids for, or otherwise contracts with any company other than BusPatrol for a school bus stop arm monitoring program for School District during the Term of this Agreement.

7.3. Notwithstanding any term, provision or condition contained herein to the contrary, in the event any legislation or policy is adopted by any governing authority, at any time during the term of this Agreement, prohibiting, or terminating Stop Arm Camera programs, and in such event should City and BusPatrol not, within a reasonable period of time, enter into a separate service agreement, then BusPatrol shall be entitled to remove or repossess its Equipment upon the termination or expiration of this Agreement.

7.4. In the event of termination, City shall immediately cease use of the BusPatrol System, and allow BusPatrol with reasonable access to buses owned or operated by the School District to allow for the removal of the BusPatrol System, including all BusPatrol Equipment and Software.

7.5. Wind-Down Provisions.

7.5.1. In the event of termination of this Agreement, BusPatrol shall be relieved of any further obligations related to the installation, operation and maintenance of the BusPatrol System within the School District.

7.5.2. In the event either party terminates this Agreement, the City and BusPatrol shall agree upon a methodical and efficient schedule for removal of all BusPatrol Equipment from the School Buses, but in no event shall BusPatrol have less than 180 calendar days following termination to complete the removal of all BusPatrol Equipment. Responsibility for removal shall be that of BusPatrol.

7.5.3. Notwithstanding any other provision of this Agreement to the contrary, the City and BusPatrol agree that any Notice of Violation issued prior to the

12

effective date of termination shall continue to be processed and administered by BusPatrol according to the provisions of this Agreement, including the Revenue Sharing provisions in Article 5.0.

7.5.4. BusPatrol shall, within a reasonable amount of time, deliver to the City or certify the destruction of any Proprietary Information provided by the City or School District to BusPatrol pursuant to this Agreement.

7.5.5. BusPatrol shall, within a reasonable amount of time, deliver to the City a final report regarding the issuance of Notices of Violation and collection of fines under this Agreement.

7.5.6. Unless the City or School District have agreed to enter into a new agreement with BusPatrol relating to the continued use of the BusPatrol System or have agreed to extend the Term of this Agreement, the City and School District shall immediately cease using the BusPatrol System upon termination of expiration of this Agreement, and shall allow BusPatrol to remove any and all BusPatrol Equipment, BusPatrol Software or other materials of BusPatrol installed in connection with BusPatrol's performance of its obligations under this Agreement including, but not limited to, any and all External Enforcement Cameras and related equipment installed by BusPatrol.

8. **SURVIVAL.** Each of the following Sections shall survive the termination of this Agreement:

8.1. Definitions;

8.2. License and Reservation of Rights;

8.3. Notice;

8.4. Limitation of Liability;

8.5. Choices of Laws and Venue;

8.6. Default/Cumulative Rights/Mitigation;

8.7. Assignment;

8.8. Confidentiality and Records; and

8.9. Those provisions, and the rights and obligations therein, set forth in this Agreement which either by their terms state or evidence the intent of the parties that the provisions survive the expiration or termination of the Agreement, or must survive to give effect to the provisions of this Agreement.

9. **NOTICE**

Any notice, demand or request required or permitted to be given under this Agreement shall be deemed given if reduced to writing and delivered in person, shipped by overnight delivery by a recognized carrier such as UPS or FedEx, or deposited with the

United States Post Office in the form of certified mail, postage pre-paid return receipt requested, to the party who is to receive any such notice, demand or request, at the respective address set forth below. Such notice, demand, or request shall be deemed to have been given upon actual receipt.

If to BusPatrol, to:

> Jean F. Souliere
> 8540 Cinder Bed Road, Suite 400
> Lorton, Virginia 22079
> (703) 338-0208
> jean@buspatrol.com

If to the City, to:

> Robert M. Restaino, Mayor
> City of Niagara Falls, NY
> 745 Main Street
> P.O. Box 69
> Niagara Falls, NY 14302-0069
> (716) 286-4310
> Robert.Restaino@niagarafallsny.gov

> Christopher M. Mazur, Corporation Counsel
> City of Niagara Falls, NY
> 745 Main Street
> P.O. Box 69
> Niagara Falls, NY 14302-0069
> (716) 286-4423
> Christopher.Mazur@niagarafallsny.gov

10. LIMITATION OF LIABILITY.

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL BUSPATROL, ITS AFFILIATES, AGENTS OR PRINCIPALS BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE ANY DATA (INCLUDING WITHOUT LIMITATION COURSE INSTRUCTIONS, ASSIGNMENTS AND MATERIALS), BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE BUSPATROL SYSTEM OR SERVICES OR ANY THIRD PARTY SOFTWARE, APPLICATIONS OR SERVICES IN CONJUNCTION WITH THE BUSPATROL SYSTEM OR SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF BUSPATROL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall BusPatrol's total liability under this Agreement (other than as may be required by applicable law in cases involving personal injury) exceed the amount paid to BusPatrol under this Agreement. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

11. GOVERNING LAW AND DISPUTES

This Agreement shall be governed by the laws of the State of New York, without regard to conflict of laws, and venue for any action or proceeding shall be in the New York State Supreme Court for the County of Niagara or the United States District Court for the Western District of New York.

12. AMENDMENTS

This Agreement may not be amended, modified, or supplemented unless such amendment, supplement, or modification is agreed to in writing and signed by each of BusPatrol and the City.

13. SEVERABILITY

In the event that any part of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the illegal or unenforceable portion shall be deemed modified to the extent necessary to make it enforceable under applicable law, and the remainder of the provisions in the Agreement shall remain in full force and effect in accordance with their respective terms.

14. ENTIRE AGREEMENT

This Agreement, including Attachments A through C, represents the entire agreement between BusPatrol and the City with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, whether written or oral, with respect to such subject matter.

15. BINDING EFFECT

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

16. DEFAULT/CUMULATIVE RIGHTS/MITIGATION

It shall not be deemed a waiver or default under this Agreement if the non-defaulting party fails to immediately declare a default, or either party delays in asserting any right hereunder. The rights and remedies provided under this Agreement are cumulative and in addition to the rights and remedies either party may have pursuant to law, statute, law, or otherwise, and either party's use of any right or remedy provided for hereunder will not preclude or be deemed to waive such party's right to use any other remedy, whether hereunder or at law or equity. Both parties hereto have a duty to mitigate damages incurred pursuant to this Agreement and performance hereunder.

17. ASSIGNMENT

The parties agree that they may delegate the performance of their duties hereunder by contracting with third-party entities in accordance with applicable procurement and other laws, but each party remains responsible for their respective responsibilities set forth in Article 4.0 herein.

18. COUNTERPARTS, NUMBER, GENDER AND HEADINGS

This Agreement may be executed in multiple counterparts, including without limitation facsimile and e-mail counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender, and any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings used herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

19. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE BUSPATROL SYSTEM AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND BUSPATROL'S LICENSORS (COLLECTIVELY REFERRED TO AS "BUSPATROL") HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE BUSPATROL SYSTEM AND SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

20. CONFIDENTIALITY AND RECORDS

20.1.   Except as may be subject to the provisions of the New York Freedom of Information Law, during the term of this Agreement and for a period of time beginning on the date of termination of this Agreement and ending on the first anniversary thereof, neither party shall disclose to any third person, or use for itself in any way for pecuniary gain, any Confidential Information learned from the other party during the course of negotiations for this Agreement or during the Term of this Agreement, including the terms of this Agreement.

20.2.   Upon termination of this Agreement, each party shall return to the other all tangible Confidential Information of such party. Each party shall retain in confidence and not disclose to any third party any Confidential Information without the other party's express written consent, except (a) to its employees who are reasonably required to have the Confidential Information for purposes of performing this Agreement, (b) to its agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Information for purposes of performing this Agreement, provided that such parties undertake in writing (or are otherwise bound by rules of professional conduct) to keep such information strictly confidential, and (c) pursuant to, and to the extent of, a request or order by any Governmental Authority, including laws relating to public records, provided that BusPatrol is provided with prior notice and an opportunity to object to any disclosure in accordance with applicable law.

20.3.   Each party shall safeguard and adhere to all confidentiality, privacy, and security requirements under applicable federal, state, and local laws, rules, and regulations regarding the privacy and security of all information obtained by either party from

the other in connection with this Agreement and each respective party's performance hereunder.

20.4. All records created pursuant to this Agreement shall belong to BusPatrol.

21. FORCE MAJEURE

21.1. Neither BusPatrol nor the City shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God, nature or the public enemy, terrorism, invasion, insurrection, order of court, judge, or civil authority, strike, stoppage of labor, riot, and unusually severe weather, significant fires, floods, earthquakes, storms, epidemics, pandemics, quarantine restrictions, strikes, freight embargos, government regulation, or governmental authorities, and delays which are not caused by any act or omission by BusPatrol. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

21.2. Neither BusPatrol nor the City shall be deemed to be in violation of this Agreement if either party is prevented from performing any of its obligations hereunder by any of the aforementioned causes or any other cause reasonably beyond the nonperforming party's control and that is not attributable to such nonperforming party's dereliction of duty or negligence hereunder.

21.3. In the event of any such occurrence, (a) the time for performance of the nonperforming party's obligations or duties shall be suspended until such time as the nonperforming party's inability to perform, provided that the nonperforming party is not responsible for such inability to perform, is removed; and (b) the period of performance of this Agreement shall be extended for an additional period of time equal to the period of suspension of performance. The party claiming the suspension of performance shall give notice of such impediment or delay in performance to the other party within ten (10) days of its knowledge of the occurrence of the event or events causing such nonperformance. The nonperforming party shall make all reasonable efforts to mitigate the effects of any suspension of its performance.

22. SIGNATORY AUTHORITY

The persons signing and executing this Agreement on behalf of BusPatrol and the City have been duly authorized to execute this Agreement on behalf of BusPatrol or City, as the case may be, and to validly and legally bind BusPatrol and the City to all terms, conditions, performances, and provisions set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for a School Bus Stop Arm Enforcement Program between BusPatrol and City, effective as of the last date of signature below (the "Effective Date").

BUSPATROL:

BusPatrol America, LLC

By: _____

Name: Jean F. Souliere

Title: CEO, BusPatrol America LLC

Date:

CITY:

City Of Niagara Falls, NY

By: _____

Name: _____

Title: _____

Date: _____

List of Attachments:

        Attachment A: BusPatrol Proposal
        Attachment B: Description Of BusPatrol Systems, Services
        Attachment C: Revenue Sharing Model

ATTACHMENT A

BUSPATROL PROPOSAL

The technical portions of the attached proposal dated December 18, 2019, not including any reference to price, are incorporated by reference. In the event of any conflict between the terms and conditions of the proposal and the terms and conditions of this Contract (including Contract Attachments B and C), the terms and conditions of this Contract shall govern.

ATTACHMENT B

DESCRIPTION OF BUSPATROL SYSTEMS, SERVICES

A.   **BusPatrol Equipment.**   BusPatrol will install, operate and maintain the following Equipment on buses owned or operated by the School District:

⛟BUSPATROL

BusPatrol OS x 2	Processing Center	Violator Call Center
Stop Arm Cameras & Sensors	Program Management	Court Support
4G LTE Modem/Antenna	School District Support	Automated Printing & Mailing
GPS	Law Enforcement Support	Customizable Reporting
Alertbus Citation Life-cycle Management System	AVA (Automated Violation Analysis) AI Technology	Dedicated Equipment Maintenance Technicians
		Remote Video Retrieval
		Live View
		Snail Trail
		Real-Time GPS Vehicle Locator

B.   **Software And Connectivity.** From the moment the bus is started the BusPatrol OS is connected to the BusPatrol Secure Cloud environment through our virtual private network (VPN) created exclusively for BusPatrol by our cellular network providers.

C.   **Implementation Plan.** BusPatrol, the City and the School District will work together to schedule a kick-off meeting to review the expectations from the school district and local law enforcement, answer any questions, and obtain the information necessary to begin loading school buses with BusPatrol OS equipment.

Based on this analysis and input received from the School District, BusPatrol will develop a detailed project implementation plan to address the various steps necessary to begin operation of the school bus photo monitoring system, including:

- High Risk Route Analysis and Identification
- School Bus Stop arm camera equipment installations
- Coordination with local law enforcement
- Public awareness campaign to teach the community the benefits of the safety program and raise awareness of driving laws related to school buses
- Citation template approvals
- Records retention requirements
- School District training
- Law enforcement training
- Back-end office preparation and set-up

- Provisioning of servers

- Geo-fencing of program geographic boundaries

- Telecommunications provisioning

- Banking and payment processing set-up

- Service and maintenance provisioning

- Set-up of analytics and customization of reporting systems for clients

D. **Violation Processing (BusPatrol 5X Evidence Validation System).** The BusPatrol 5X Evidence Validation System will be used to process a violation from event capture to the processing of payment and includes a total of five layers of review, including final approval by a police officer. These multiple layers of review assure quality of evidence and minimize the chance of citations being issued in instances when it is not appropriate. In sequence, below are the steps in our BusPatrol 5X Evidence Validation System:

- First Layer – Our onboard equipment detects a stop arm event (SAE) only when stop arm is deployed. The video and metadata are recorded onto the hard drive on-board. Once it has been marked as a SAE, the data is transferred via 4G/LTE modem over BusPatrol's secure encrypted VPN.

- Second Layer – Exterior camera SAE video data is transferred via BusPatrol's™ 4G/LTE cellular modem over the VPN to BusPatrol's proprietary Alertbus citation life-cycle management system where they are processed using AVA, BusPatrol's proprietary Automated Video Analysis Artificial Intelligence (AI), which has been proven to be significantly more reliable than on board motion detection, radar, and even the human eye. All SAEs with potential violations are sent to trained BusPatrol reviewers through the Alertbus system who individually review the SAEs to validate potential violations, and flag them to be transferred to a processor.

- Third Layer – BusPatrol processing experts, known as Processors, examine video from seven camera angles, validate that a potential violation has occurred, and assembles the digital evidence package including: GPS map and data showing the violation location; time and date of the violation; vehicle license plate number and state; make, model, and year of the vehicle; registered owner information; recorded images showing the violation; and other pertinent details on a digital citation to later be approved or disapproved by a certified law enforcement officer within the municipality. Processors are assigned to specific states and are trained on the state law and associated city or county ordinances.

- Fourth Layer – A local authorized law enforcement officer logs onto BusPatrol's Alertbus law enforcement secure web interface with a unique username and password to review violations. If the officer decides a violation has occurred, an electronic signature for the officer and badge number are automatically included on the electronic citation once they have clicked on the "approve citation" button.

- Fifth Layer – A pre-print review is conducted to ensure two violations are not being processed for the same offense. This can occur if a violator drives past multiple stopped school buses at one time or, if a police officer witnesses the same violation and cites the driver. After verification, BusPatrol promptly mails

the citation to the violator. The violator may login to our Alertbus web portal to review violation information, see video, and make payment. The digital citation includes state and local legal references, instructions for the recipient to login to the Alertbus website (www.alertbus.com) through the violator portal to review the evidence against them, the amount of the fine, procedures to pay the fine or steps to contest the violation, a statement explaining late charges and possible administrative costs, and a statement warning that failure to pay a fine or contest the notice will be considered an admission of guilt, and any other data as required by law. Citations are written bi-lingual with English on the front and Spanish on the back, and the Alertbus website is in English and Spanish.

BusPatrol uses only trained reviewers and processors familiar with the local requirements for evaluation of photographic evidence to pre-screen all SAEs and violations. These BusPatrol reviewers and processors have experience in examining thousands of potential violations and in preserving the fidelity of all potential evidence. BusPatrol believes that pre-screening with trained staff provides the best possible quality results before final citation decision by the local law enforcement officers. These services will be provided by BusPatrol with no out-of-pocket cost to [County] County.

E. **Evidence Packages.** BusPatrol will provide evidence packages as required to defend all disputes of stop arm violations filed by potential violators. The Alertbus system has a court docket feature for the scheduling of hearings. When a hearing request is received by BusPatrol staff, the hearing is scheduled in the Alertbus Docket and a hearing notice is automatically generated. Once the hearing is complete the disposition is input into Alertbus the record is updated, and the notice of final disposition is generated. Alertbus can also be used to create correspondence, add notes to a citation record, and apply payments.

F. **Payment Processing.** The majority of violators pay via credit card through the Alertbus web portal using our PCI compliant systems and 3rd party payment processor, but Alertbus also support checks, money orders, and ACH payments. The Alertbus financial backend is powered by Oracle's NetSuite ERP system and Cybersource payment processor. Processing payments through Alertbus ensures that the citation records are always up to date making reconciliations easy on both parties.

BusPatrol will establish a dedicated demand deposit account for receipt of violation payments. BusPatrol will invoice weekly or monthly, as agreed to with the County, and reconcile from the dedicated account to the Commissioner of Finance for [County] County. All invoices will be paid for out of program revenue.

BusPatrol will also establish processes to address refunds, using the following general approach:

- For electronic transactions:

    o If a citation is displaying a negative balance due, it will populate in a refund report in NetSuite for review by BusPatrol's finance department. A citation can display a negative balance if it was paid, then dismissed by Law Enforcement or discharged in court. If BusPatrol's finance department determines a refund is due on the citation, in NetSuite they will process a refund from the original payment transaction. NetSuite is connected to our payment processor,

CyberSource, and will authorize the refund based on the authorization code of the payment that is stored in our system.

- For check/money order/cash transactions:

    o If a citation is displaying a negative balance due, it will populate in a refund report in NetSuite for review by BusPatrol's finance department. If BusPatrol's finance department determines a refund is due on the citation BusPatrol will issue a refund check by mail within 60 days of the payment. The 60-day window is to ensure the checks clear the bank, and do not return for NSF.

G. **Collection Processing.** BusPatrol will establish processes for collecting past due amounts, in accordance with local requirements. As permitted by state and local law, these procedures may include:

1) Distribution of late notices;

2) Driver's registration flags, which will be sent to the Department of Motor Vehicles to place appropriate holds, in order to require the violator to pay the fine before the flag can be lifted and the registration be renewed; and

3) Engagement with debt resolution services.

H. **Reporting.** BusPatrol's Alertbus system has robust reporting capabilities that can be customized or created to meet [County] County School needs. We provide monthly and annual financial reports that give an overview of the program. We can provide additional reporting showing violations by location, violations by time of day, violation by day of the week, or violations by bus number. BusPatrol will work with the County to determine appropriate reporting requirements.

City will at a minimum be provided with automated monthly reports containing, but not limited to the following information:

1) Monthly financial reports:

- Total revenue collected each month
- Distributions to be made
- A/R Aging

2) Monthly Violations reports:

- Total violations/tickets per bus
- Total violations/tickets per violation location
- Law Enforcement approval rates
- Ticket Aging (Paid, Due)
- Contestation Rates and Outcome
- Repeat Offender
- Top Violated Locations/Buses

3) Ad Hoc Reporting. BusPatrol will also provide City with ad hoc or custom reports upon request. In addition, BusPatrol will provide all reporting as required by local law.

I. **Training.** All BusPatrol training programs will be conducted in accordance with the approach outlined in BusPatrol's proposal.

J. **Public Awareness Campaign.** BusPatrol will work in conjunction with its Customer to help develop customized content for printed, digital, TV, and social media platforms. BusPatrol will also assist the district to coordinate with local news stations to arrange press conferences. At the press conference the school district, as well as local law enforcement, have the opportunity speak to the media explaining the laws of the road, when drivers are supposed to stop and the dangers of passing stopped school buses.

K. **Support.** BusPatrol will assign an Account Representative to work with the Customer and local law enforcement to provide ongoing customer service and support. The Account Representative will also be the main point of contact for the Customer, law enforcement, and transportation department. BusPatrol will also assign service technicians to each bus lot.

BusPatrol will also maintain a toll free call center operated between the between the hours of 8:00am to 5:00pm EST, Monday through Friday, year-round, excluding holidays, for citizens to call in and report concerns, discuss citations, or gather program information. Violators can go online at any time to view video of their violation and pay their citation by visiting www.Alertbus.com, and entering their citation number.

Depending on the total number of School District buses, an appropriate number of dedicated local service technicians will be assigned to Customer buses and can be supplemented by additional area technicians as required. All work on school buses will be coordinated through the appropriate school district Transportation Department. All service and maintenance of BusPatrol systems shall be performed during off-hours and should never interrupt regular transportation department operations.

BusPatrol maintains an internal partner HelpDesk to support our partners in the event of questions and issues in relation to our hardware and software products and services. Should the need arise, partners are asked to submit their questions and issues in the form of a support ticket. Simply email support@buspatrol.com with the following information:

> Name:
> Callback Number:
> Partner Name: (i.e. [County/School District])
> Question/Issue:

BusPatrol will work with the County/School District to establish detailed Service Level Agreements (SLAs) with Respond/Restore/Resolve times based on event priority. Priorities will be established based on the following criteria Low, Medium, High, Business Critical, using the following general definitions:

1) Service Level Agreements (SLAs)

  • Respond – Defined as the amount of time between when a partner first submits a ticket and when BusPatrol responds and lets the partner know we are currently working on it.

  • Restore – Defined as the amount of time between when a partner first submits a ticket and when BusPatrol restores the product/service to a working state.

24

- <u>Resolve</u> – Defined as the amount of time between when the partner first submits a ticket and when that question is answered or problem is actually resolved to the partner's satisfaction.

2) <u>Priorities:</u>

- <u>Low Priority</u> – Non-critical function or procedure, unusable where a workaround is available or a repair is possible, no direct impact on service availability. Resolution time for this level of priority is 5 days.

- <u>Medium Priority</u> – Non-critical function or procedure, unusable or hard to use having an operational impact, but with no direct impact on services availability. Resolution time for this level or priority is 3 days.

- <u>High Priority</u> – Critical functionality or service interrupted on a subset of users or products, degraded or unusable, having a severe impact on services availability. No acceptable alternative is possible. Resolution time for this level of priority is 24 hours.

- <u>Critical Priority</u> – Interruption making critical functionality inaccessible or a complete product/service interruption causing a severe impact on services availability. No possible alternative solutions are possible. Resolution time for this level of priority is 4 hours.

Once a ticket has been submitted, regardless of priority, the BusPatrol Account Representative for the Customer will be notified and will immediately engage both the requestor and the appropriate department/team within BusPatrol to ensure the question or issue is resolved as soon as possible.

***

ATTACHMENT C

REVENUE SHARING MODEL
(For Illustration Only)

The following revenue sharing models are included to illustrate the manner in which the Revenue Sharing provisions in Article 5.0 of the Agreement are to be applied:

		Qty	Unit Price	Amount ($)
BusPatrol Solution				
***Estimated* Monthly Revenue Distribution**				
Note 1	Collected Tickets/ Gross Revenue	691	$250.00	$172,750.00
Note 2	**City Total Monthly Due**		40%	$69,100.00
Note 5	**BusPatrol Total Monthly Due)**		60%	$103,650.00

Note 1:   Ticket rates and projected revenue are for illustration only. Actual gross revenue includes all revenues collected from tickets issued through the operation of the BusPatrol System on buses owned or operated by School District, but not credit card processing fees paid by the party making payment upon a ticket.

Note 2:   In no event shall School District be entitled to any portion of the revenues collected from tickets issued through the operation of the BusPatrol system.

Note 3:   All amounts to be paid to BusPatrol for the performance of the services called for in this Contract will be paid solely from the civil penalties collected from the operation of the BusPatrol System, as provided for by the Stop Arm Law.

***