

AGREEMENT
between
BUSPATROL AMERICA, LLC
and
BALDWIN-WHITEHALL SCHOOL DISTRICT
for a
SCHOOL BUS STOP ARM ENFORCEMENT PROGRAM

This Master Services Agreement (the “Agreement”) is hereby made and entered into by and between BusPatrol America, LLC (“BusPatrol”) with its principal place of business at 8560 Cinder Bed Road, Suite 100, Lorton, VA 22079, and Baldwin-Whitehall School District with its principal offices located at 4900 Curry Road, Pittsburgh, PA 15236 (together, the “Parties”).

RECITALS

WHEREAS, Pennsylvania Consolidated Statute (PA C.S.) Title 75 Chapter 3345 prohibits the driver of a vehicle meeting or overtaking any school bus stopped on a highway or trafficway flashing its red signal lights;

WHEREAS, PA C.S. Title 75 Chapter 3345.1 authorizes a school entity, upon vote by the local board of school directors, to enter into an agreement with a private vendor to provide a stop arm signal arm enforcement system on each bus within its fleet up to and including the installation, operation, and maintenance of the systems;

WHEREAS, Section 3345.1 imposes a fine of \$300 per violation, with \$250 to the school district where the violation occurred, for the installation or maintenance of side stop signal arm enforcement systems on school buses; \$25 distributed to the police department that reviewed the evidence package to determine that the violation occurred; and \$25 distributed to the School Bus Safety Grant Program Account;

WHEREAS, the School District is collaborating with local law enforcement agencies through intergovernmental agreements in accordance with Section 3345.1 to implement a school bus safety program for the use of school bus monitoring cameras to improve student safety and enforce school bus traffic violations;

WHEREAS, the School District desires to engage the services of BusPatrol to install, operate, and maintain certain equipment, processes, and back-office services to enforce school bus traffic violations in accordance with State law in support of the local law enforcement agencies, and to enable the School District to monitor activities on the interior and exterior of school buses to improve student safety;

WHEREAS, the School District represents that it has the authority to enter into this contract, and does hereby award to BusPatrol America LLC;

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, **School District** and **BusPatrol** agree as follows:

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

AGREEMENT

1.0 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, BusPatrol Intellectual Property 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 equipment and services necessary to operate the program.
- 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 **“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.
 - 1.2.2 **“Non-Enforcement Cameras”** means the cameras and other related equipment, including audio recording equipment, installed by BusPatrol on the school bus, if ordered by School District, to allow authorized personnel within the school district to monitor student safety on board the bus.
- 1.3 **“BusPatrol Software”** means all computer software programs installed, operated, and maintained by BusPatrol to operate the School Bus Stop Arm Program within School District, 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 ordered by School District.
- 1.4 **“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.

- 1.5 **“Law Enforcement Agency(ies)”** means local police department(s) within the School District, or the State Police, with authority to issue violations using an automated side stop signal arm enforcement system in accordance with Section 3345.1;
- 1.6 **“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 the Law Enforcement Agency, 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 3345.1:
- (i) A copy of the recorded image showing the motor vehicle;
 - (ii) The registration number and state of issuance of the vehicle registration;
 - (iii) The date, time, and place of the alleged violation;
 - (iv) Certification of the alleged violation from the primary police department and written documentation that the side stop signal arm enforcement system was operating correctly at the time of the alleged violation.
 - (v) Notice that the owner is charged with a violation of section 3345.
 - (vi) Instructions for return of the notice of violation and payment of the fine.
 - (vii) Instructions for contesting the violation.
 - (viii) A statement that a violation under this section:
 - a. Is not deemed a criminal violation
 - b. Will not be made part of the operating record of the individual upon whom the violation is being imposed.
 - c. Will not be used to determine a merit rating for insurance purposes.
 - d. Does not authorize the imposition of surcharge points in the provision of motor vehicle insurance coverage.
- 1.7 **“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.
- 1.8 **“School Bus Stop Arm Program”** means the administration, processes, and procedures by which Violations of the Stop Arm Law are recorded, monitored, identified, processed, approved, distributed, enforced, collected, reported, adjudicated, appealed, and otherwise managed by BusPatrol and School District.

- 1.9 **“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.
- 1.10 **“Stop Arm Law”** means Section 3345 and 3345.1 of the Pennsylvania Consolidated Statutes Title 75, Vehicles.
- 1.11 **“Violation Data”** means all electronic data collected by the 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 law enforcement agency for final determination of a Violation, in accordance with the Stop Arm Law.

2.0 TERM

This Agreement shall commence on the Effective Date and shall continue for a five (5) year period from the date the first Notice of Violation is issued through the BusPatrol System (the **“Initial Term”**). Upon expiration of the Initial Term, this Agreement shall be extended for an additional five (5) year term (**“Extended Term”**) unless either Party shall notify the other in writing, within 90 days prior to the expiration of the Initial Term, of its desire not to renew.

3.0 RELATIONSHIP OF THE PARTIES

- 3.1 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 incur any debts or liabilities or obligations on behalf of the other Party (except as specifically provided herein).
- 3.2 Each Party is acting independently of the other, and neither is an agent, servant, employee, or joint venture partner of the other. 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 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 School District or BusPatrol have any pecuniary interest in this Agreement or any part thereof.

4.0 SCOPE OF SERVICES/RESPONSIBILITIES OF THE PARTIES

School District hereby authorizes BusPatrol to act as the exclusive operator of the School Bus Stop Arm Program within the School District, for the purpose of enforcing the Stop Arm Law, for the duration of this Agreement and any extension or renewal thereof. In order to carry out the Program, each Party agrees to undertake the following responsibilities:

4.1 **Responsibilities of BusPatrol.** BusPatrol agrees to provide the following services:

- 4.1.1 Install, operate, 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 buses with the BusPatrol System within one hundred and eighty days of the Effective Date, to the extent School District has fulfilled its obligations under this Agreement and to the extent commercially viable and mutually agreed by BusPatrol and the School District. The number of buses shall be estimated by asset lists received by the School District, with a final count of installed buses certified by both BusPatrol 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 Train appropriate School District personnel on the proper use of the BusPatrol Equipment;
- 4.1.4 Provide the designated Law Enforcement Agency with access to recorded images of Potential Violations from the BusPatrol System to identify and issue Notices of Violations for School Bus Stop-Arm Violations in accordance with applicable provisions of the Stop Arm 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 Violation, 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, as well as a payment processor account and payment gateway;
- 4.1.9 Provide monthly reports to the School District 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;
- 4.1.10 Install Non-Enforcement Cameras, if ordered by School District, at the same time that Enforcement Cameras are installed;
- 4.1.11 Provide to the School District video footage, recorded images, audio, and other information from interior Non-Enforcement Cameras upon request by the School District, provided that the request for footage is made within thirty (30) days of the date of the footage requested. BusPatrol shall have no obligation to retain footage after thirty (30) days, on a rolling basis; and
- 4.1.12 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 excessive damage to the school bus caused during the installation or removal of BusPatrol equipment.
- 4.1.13 Enter into an agreement with the Law Enforcement Agency, if requested by such Law Enforcement Agency, to provide reasonable assistance in connection with the adjudication of any contested ticket, including payment by BusPatrol of any filing fees, mandated payments, costs, and assessments in connection with or related to the adjudication of any contested ticket.

4.2 **Responsibilities of the School District.** The School District agrees to:

- 4.2.1 Provide BusPatrol with access to school buses, along with other reasonable assistance necessary for BusPatrol to install, operate and maintain the BusPatrol System. In the event School District does not own school buses, School District shall secure the right for BusPatrol to install, operate and maintain the BusPatrol system on such third-party school buses, at no cost to BusPatrol;
- 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, but in no event shall

BusPatrol have any responsibility or authority over school bus routing decisions;

- 4.2.3 Allow installed BusPatrol 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 Ensure that school buses are properly stored, secured, maintained, and repaired 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 Revenue Reconciliation Reports to authorize disbursement of funds in accordance with Article 5.0;
- 4.2.8 Assist BusPatrol in arranging for appropriate court personnel to administer hearings and adjudicate contested tickets, and to assess liability for failure to pay fines or contest liability, as required by the Stop Arm Law;
- 4.2.9 Coordinate with designated Law Enforcement Agency(ies) through intergovernmental agreements to ensure that qualified personnel 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 AUTHORIZED PERSONNEL FROM A DESIGNATED LAW ENFORCEMENT AGENCY;
- 4.2.10 Coordinate with other governmental entities as needed to carry out this Agreement, including the execution of all necessary intergovernmental agreements;
- 4.2.11 Assist BusPatrol in its efforts to pursue and collect delinquent Notices of Violation, including through the use of third parties, to the extent permitted by law; and
- 4.2.12 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.

5.0 PAYMENT

5.1 **Calculation of Payment Amounts.** All amounts to be paid to BusPatrol for the performance of the services called for in this Contract will be paid from the fines and penalties collected from the operation of the BusPatrol System, as provided for by the Stop Arm Law. All fines and penalties 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 from fines and penalties collected from Violations will be used to make the following payments:

5.1.1. **Required Disbursements.** All required disbursements to (a) the Law Enforcement Agency (\$25 per violation) and (b) the Pennsylvania School Bus Safety Grant Program Account (\$25 per violation) pursuant to the Stop Arm Law, as well as (c) reimbursement of any filing fees, mandated payments, costs, and assessments paid by BusPatrol pursuant to Section 4.1.12 (collectively the “Required Disbursements”), shall be made prior to any other disbursements called for in this Article 5.0.

5.1.2 **Revenue Share Payments.** Remaining gross revenues collected through the operation of the BusPatrol System after the Required Disbursements in section 5.1.1 will be disbursed as follows:

- 1) 40% of the remaining gross revenue will be disbursed to the School District (the “School District’s Revenue Share Payment”);
- 2) 60% of remaining gross revenue will be disbursed to BusPatrol (“BusPatrol’s Revenue Share Payment”).

5.1.2.2 For purposes of this Revenue Share Payment, gross revenue will include all revenues from fines and penalties collected from tickets issued through the operation of the BusPatrol System pursuant to this Agreement less the Required Disbursements, but not the credit card processing or collections fees which are to be paid by the party making payment upon a ticket/citation.

5.1.1 Technology Fees.

5.1.1.1 BusPatrol will be entitled to payment of a Technology Fee of \$125.00 for each school bus that is to be outfitted with the BusPatrol System, to be deducted from the School District’s Revenue Share Payment.

- 5.1.1.2 The total amount of Technology Fees to be paid to BusPatrol each month will be calculated by multiplying (a) the monthly Technology Fee of \$125.00 by (b) the number of buses that are to be outfitted with the BusPatrol System as provided for in Article 4.0, beginning on the date that the first Notice of Violation is issued through the BusPatrol System and continuing for the duration of this Agreement, including any extensions. BusPatrol reserves the right to amend the Technology Fee in the event the number of buses to be outfitted with the BusPatrol System increases after the initial installation.
- 5.1.1.3 Additional Technology Fees may be assessed in the event that:
 - (i) the Parties agree in writing to increase the number of buses following the initial certification as described in Section 4.1.2 or in the quote attached to this Agreement as Attachment A; or (ii) the School District requests additional equipment, software, or services from those provided in the Quote attached to this Agreement as Attachment A.
- 5.1.1.4 Additional amounts may be added to the total monthly Technology Fees owed in the event that: (i) Equipment is lost or damaged as a result of vandalism/theft from the School District's failure to properly safeguard its buses; (ii) equipment requires excessive maintenance (*i.e.* beyond normal wear and tear) as a result of the School District's failure to properly safeguard or maintain its buses; or (iii) the School district incurs charges or fees for services performed by a third-party services provider which are then billed back to BusPatrol.
- 5.1.1.5 Technology Fees shall be paid solely from the School District's Revenue Share Payment. In the event that School District's Revenue Share Payment in a given month is insufficient to cover the total amount of Technology Fees owed to BusPatrol for that month, the balance of unpaid Technology Fees will be rolled over for payment from the School District's share of revenues in the following month(s) until all outstanding Technology Fees have been paid.

5.2 **Reporting and Disbursement of Funds.**

5.2.1 **Monthly Revenue Report, Payment Authorization.**

- 5.2.1.1 Within fifteen (15) days following the end of each month, BusPatrol shall submit a report (the "Revenue Reconciliation Report") to the School District for review and approval, to

authorize payment of the amounts owed to BusPatrol and School District in accordance with this Article 5.

5.2.1.2 At a minimum, the monthly Revenue Reconciliation Report shall include the following supporting information:

- (a) Total number of Violations issued during the previous month;
- (b) Total amount of revenue from fines and penalties collected from Violations during the previous month;
- (c) Total amount of Required Disbursements, as determined in accordance with Article 5.1.1;
- (d) Total amount of BusPatrol's Revenue Share Payment to be paid to BusPatrol, as determined in accordance with Article 5.1.1;
- (e) Total amount of School District's Revenue Share Payment to be paid to School District, as determined in accordance with Article 5.1.1;
- (f) Total amount of Technology Fees to be paid to BusPatrol from School District's share of revenue, as determined in accordance with Article 5.1.2; and
- (g) Total amount of any unpaid Technology Fees to be deducted from future revenue.

5.2.1.3 The Parties agree to work in good faith to reconcile any discrepancies in the amounts payable to any Party that are identified in the monthly Revenue Reconciliation Report.

5.2.1.4 School District's approval of a Revenue Reconciliation Report shall authorize BusPatrol to disburse funds from the BusPatrol account established under Article 4.1.8.

5.2.2 **Payment.**

5.2.2.1 Within five (5) calendar days of School District's approval of a monthly Revenue Reconciliation Report, BusPatrol will disburse the Required Disbursements, Revenue Share Payments and Technology Fees as authorized by School District in the approved monthly Revenue Reconciliation Report.

5.2.2.2 All amounts payable under this Agreement, including all Required Disbursements, shall be paid from the fines and

penalties collected from Violations. Therefore, so long as School District is not in breach of any material obligations under the Agreement, School District shall have no obligation to reimburse BusPatrol for any expense associated with the operation or administration of this program if gross revenues from Violations over the entire term of this agreement (including any extension thereof) are insufficient to cover such expense.

6.0 LICENSE AND RESERVATION OF RIGHTS.

- 6.1 **License Grant.** BusPatrol grants to the School District a limited, non-exclusive license to use the BusPatrol System, including BusPatrol Equipment, BusPatrol Software and BusPatrol Intellectual Property, 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. School District 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 **Reservation of Rights.** School District 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 Intellectual Property, including any documentation, updates, modifications, or enhancements thereto, arising from or relating to the BusPatrol System, and any and all related Equipment;
 - 6.2.2 School District 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; and
 - 6.2.3 By reason of the exercise of any such rights or interests of School District pursuant to this Agreement, School District shall not gain any additional right, title, or interest therein.
- 6.3 **Restricted Use.** School District 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 Stop Arm Program;
 - 6.3.2 Disclose or provide the BusPatrol System, BusPatrol Equipment, BusPatrol Software or BusPatrol Intellectual Property 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 trademarks or other 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 those BusPatrol marks approved by BusPatrol in connection with the School District's use of the BusPatrol System pursuant to the terms of this Agreement without first obtaining the prior consent of BusPatrol and BusPatrol; or
 - 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 or BusPatrol Intellectual Property, 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. School District 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 BusPatrol Intellectual Property without the prior written consent of BusPatrol.
- 6.5 **Infringement.** The School District 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 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 BusPatrol's Intellectual Property. 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 School District 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 School District for any reasonable costs incurred or paid to third parties.
- 6.6 **Infringing Use.** The School District shall give BusPatrol prompt written notice of any action or claim, whether threatened or pending, against the School District alleging that the BusPatrol Intellectual Property infringes or violates any patent,

trademark, copyright, trade secret or other Intellectual Property of any other person, and the School District 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 School District 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 School District the right to keep using the allegedly infringing items, modify them to avoid the alleged infringement, or replace them with non-infringing items.

7.0 TERMINATION, EXPIRATION

7.1 Termination of Agreement for Cause.

- 7.1.1 Either the School District or BusPatrol shall have the right to terminate this Agreement by written notice to the other if:
 - 7.1.1.1 The Stop Arm Law or other applicable state or local statutes or regulations are materially amended as to prohibit or negatively affect the operation of the School Bus Stop Arm Program, including but not limited to any change in any laws that would substantially reduce or eliminate fines or charges for Violations of the Stop Arm Law, or that would otherwise eliminate the source of funding for the School Bus Stop Arm Program;
 - 7.1.1.2 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;
 - 7.1.1.3 If, within the first calendar year following execution of this Agreement, legislation related to, amending, or clarifying Sections 3345 and/or 3345.1 of Title 75 of the Pennsylvania Consolidated Statutes is not passed into law by the Pennsylvania legislature or, in the event such law comes into effect, the applicable Law Enforcement Agency (or Agencies if applicable) are unable or unwilling to review or issue Notices of Violation; or
 - 7.1.1.4 The other Party commits any material breach of any of the provisions of this Agreement, which breach is not cured within a reasonable time following written notice of the alleged material breach.
- 7.1.2 BusPatrol shall have the right to terminate or suspend this Agreement, in whole or in part, by written notice to the School District or, at its option,

initiate renegotiation of the included financial terms, in the event of any of the following:

- 7.1.2.1 A judicial or quasi-judicial entity takes any action or fails to take any action that negatively impacts the operation, funding, or revenue sources that are necessary to operate the Program, including, but not limited to, issuing a ruling holding that the evidence produced by the BusPatrol systems is inadmissible or insufficient to determine that the Stop Arm Law has been violated;
- 7.1.2.2 The school bus owners, operators and/or other third parties take any action or fail to take any action that negatively impacts the operation, funding, or revenue sources that are necessary to operate the Program;
- 7.1.2.3 The School District or any other government entity (including, but not limited to, law enforcement) take any action or fail to take any action that negatively impacts the operation, funding, or revenue sources that are necessary to operate the Program. Such action includes, but is not limited to, the introduction of significant citation processing guidelines that deviate from the requirements of the Stop Arm Law.
- 7.1.3 In the event the Stop Arm Program is suspended for one of the reasons provided for in Section 7.1.1 or 7.1.2 above or Notices of Violation are not being issued for any reason, whether through the actions of the Parties or not, BusPatrol shall have no obligation to maintain the BusPatrol Equipment or provide services to the School District during the suspension period. In the event the Stop Arm Program is resumed, the total amount of time of the suspension period shall be added to the end of the current term of the Agreement, to the extent permitted by law.
- 7.1.4 BusPatrol will work with the School District in good faith to address and rectify any of the above-referenced conditions prior to modify, suspend, or otherwise seek to modify any terms of this Agreement.
- 7.1.5 In the event this Agreement is terminated, School District shall immediately cease use of the BusPatrol System and allow BusPatrol reasonable access to buses owned or operated by the School District or any third-party owner or operator of school buses to allow for the removal of the BusPatrol System, including all BusPatrol Equipment and Software.
- 7.2 **Wind-Down Provisions.** The Parties agree to work together in good faith to effect an orderly wind down of the School Bus Stop Arm Program in the event of

termination or expiration, which at a minimum shall be carried out in accordance with the following guidelines:

- 7.2.1 In the event of termination or expiration 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.
- 7.2.2 The School District and BusPatrol shall agree upon a methodical and efficient schedule for BusPatrol to remove all BusPatrol Equipment from the School Buses, at no cost to School District. Unless agreed-upon otherwise, BusPatrol shall have a minimum of 180 calendar days following the date of termination or expiration to complete the removal of all BusPatrol Equipment.
- 7.2.3 Notwithstanding any other provision of this Agreement to the contrary, the School District and BusPatrol agree that any Notice of Violation issued prior to the effective date of termination or expiration shall continue to be processed and administered by BusPatrol according to the provisions of this Agreement, including the Technology Fees/Revenue Sharing provisions in Article 5.0.
- 7.2.4 BusPatrol shall, within a reasonable amount of time, deliver to the School District a final report regarding the issuance of Notices of Violation and collection of fines under this Agreement.
- 7.2.5 Unless the School District and BusPatrol have agreed to enter into a new agreement relating to the BusPatrol System or have agreed to extend the Term of this Agreement, the School District shall immediately cease using the BusPatrol System upon termination or expiration of this Agreement and shall allow BusPatrol to remove any and all BusPatrol Equipment installed in connection with BusPatrol's performance of this Agreement. At BusPatrol's option, interior wiring harnesses may be abandoned in place.
- 7.2.6 BusPatrol shall repair all excessive damage to the School District's buses caused when BusPatrol removes BusPatrol Equipment or other items installed by BusPatrol in the School District's buses.

8.0 THIRD-PARTY SERVICES

At the election of the School District, BusPatrol shall install third-party services at the time of installation of the BusPatrol Equipment. Unless otherwise agreed, charges for such services shall be included in the monthly technology fee as quoted in Attachment A. This quote does not include any maintenance or troubleshooting fees which shall be billed directly by the third-party service provider to the School District. BusPatrol assumes no responsibility outside of the initial product installation, all requests for maintenance,

troubleshooting, or ongoing customer support must be submitted directly to the third-party provider.

9.0 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 AND ITS 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.

10.0 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, 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.

11.0 FORCE MAJEURE

11.1 Neither BusPatrol nor the School District 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.

- 11.2 Neither BusPatrol nor the School District 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.
- 11.3 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.

12.0 GOVERNING LAW AND ARBITRATION

- 12.1 This Agreement and all matters arising out of or related to this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision.
- 12.2 Any controversy or claim arising out of or relating to this Agreement, or a breach hereof, shall be determined by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Mediation Procedures ("Commercial Rules"). There shall be one arbitrator agreed to by the Parties within twenty (20) days following receipt by respondent of the request for arbitration or in default thereof appointed by the AAA in accordance with its Commercial Rules. The place of arbitration shall be Fairfax County, Virginia. The Parties irrevocably and unconditionally waive any objection to venue. Except as required by law, neither Party nor the arbitrator may disclose the existence, contents, or results of any arbitration without the prior written consent of both Parties, unless to protect or pursue a legal right. The award rendered by the arbitrator shall be final, non-reviewable, non-appealable, and binding on the Parties and may be entered and enforced in any court having jurisdiction. The arbitrator may not award punitive damages. The compensation and expenses of the arbitrator shall be paid by the Parties equally.

13.0 ASSIGNMENT/SUBCONTRACTING

- 12.1 Neither Party shall assign this Agreement without the written approval of the other Party, which approval shall not be unreasonably withheld.
- 12.2 The Parties agree that BusPatrol may delegate the performance of its duties hereunder (including but not limited to installation and maintenance services, violation processing and mailing, or properly storing, securing, maintaining, and repairing the school buses) by contracting with third-party entities in accordance with applicable procurement and other laws, provided that BusPatrol shall remain responsible for the performance of this Agreement and for managing any such third-party entities that it engages to perform any of the duties in this Agreement.

14.0 CONFIDENTIALITY

- 14.1 For purposes of this provision, “Confidential Information” means any information disclosed pursuant to this Agreement, whether in written, oral or visual form, which is confidential, proprietary or a trade secret of the Party disclosing it (such disclosing Party, the “Disclosing Party”) or for which the Disclosing Party is bound by a confidentiality obligation, and which the Disclosing Party desires to protect from unrestricted disclosure by the Party receiving it (such receiving Party, the “Receiving Party”). Confidential Information shall include, but is not limited to, information about business activities and operations; pricing, sales or marketing of products or services; research and development; contractual arrangements, financial statements, and financial data; technology fees, including amounts of the fee and total amounts received as a fee; information showing or evidencing the revenue split between BusPatrol and the School District; program revenues; BusPatrol’s Response to any Request for Proposals; invoices; receipts; payment strategies; fees and billing structures; computer software specifications, system diagrams, concept drafts and other technical data or information; and lists of customers, employees, vendors, and other agents.
- 14.2 Confidential Information shall include any information developed, generated or in any other way derived by the Receiving Party using any of the Confidential Information of the Disclosing Party.
- 14.3 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 the Pennsylvania Right to Know Law or other applicable state law to be disclosed, provided that BusPatrol

shall be provided with prior written notice and an opportunity to object in the event that any potential disclosure involves any of BusPatrol's Confidential Information.

- 14.4 The Parties agree that Confidential Information exchanged in connection with the performance of this Agreement shall be used solely for the performance of this Agreement. Each Party shall take reasonable steps to safeguard Confidential Information received from the other Party, and shall not disclose any Confidential Information received from the other Party without the Disclosing Party's prior 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.
- 14.5 Upon termination of this Agreement, each Party shall return to the other all tangible Confidential Information of such Party.

15.0 SECURITY

- 15.1 Each Party shall adhere to all applicable federal, state, and local laws, rules, and regulations regarding the privacy and security of all information generated or gathered in connection with the performance of this Agreement, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") as applicable.
- 15.2 Video, images, and other data generated by the External Enforcement Cameras will be provided only to the Law Enforcement Agency responsible for reviewing evidence of Potential Violations and other personnel who are specifically authorized to review such evidence for purposes of enforcing the Stop Arm Law. School District shall not access any video, images or other data generated by the External Enforcement Cameras.
- 15.3 Video, images, audio, and other data generated by the Non-Enforcement Cameras will be provided only to authorized personnel within the School District and shall not be made available to any third-party except as explicitly authorized by the School District. School District shall ensure that any video, images, audio, or other data provided to School District from the Non-Enforcement Cameras are properly safeguarded and protected against unauthorized or unlawful use or disclosure.
- 15.4 To the extent permitted by law, BusPatrol may utilize captured imaging and other data for educational and marketing purposes provided that the identity of the School

District is not revealed and the identities of the School District's school children are protected as required by law.

16.0 MISCELLANEOUS

- 16.1 **Entire Agreement.** This Agreement, including any attachments, represents the entire agreement between BusPatrol and the School District with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, whether written or oral, with respect to such subject matter.
- 16.2 **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.
- 16.3 **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 School District.
- 16.4 **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.
- 16.5 **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.
- 16.6 **Survival.** Each of the following Sections shall survive the termination of this Agreement:
- Section 1.0, Definitions;
 - Section 6.2, Reservation of Rights;
 - Section 6.3, Restricted Use;
 - Section 6.4, Protection of Rights;
 - Section 9.0, Notice;

Section 10, Limitation of Liability;

Section 11, Governing Law and Arbitration;

Section 16, Default/Cumulative Rights/Mitigation;

Section 17, Assignment/Subcontracting;

Section 19, Disclaimer of Warranties;

Section 20, Confidentiality and Records; and

Any other provision, 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.

- 16.7 **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.
- 16.8 **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 electronic mail, 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:

Karoon Monfared, CEO
8560 Cinder Bed Road, Suite 100
Lorton, Virginia 22079
karoon@buspatrol.com

AND

Todd Bromberg, General Counsel
8560 Cinder Bed Road, Suite 100
Lorton, Virginia 22079

todd.bromberg@buspatrol.com

If to Baldwin-Whitehall School District, to:

(Name)
(Title)

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

16.10 **Data Processing Addendum** This agreement is subject to the terms and conditions of the BusPatrol Data Processing Addendum available at [\[https://buspatrol.com/cpra-dpa/\]](https://buspatrol.com/cpra-dpa/) which is incorporated into and forms a part of this agreement between BusPatrol and the County.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement for a School Bus Safety Camera Program between BusPatrol and School District, effective as of the last date of signature below (the “Effective Date”).

BUSPATROL AMERICA LLC:

By: _____
Name: Karoon Monfared
Title: CEO, BusPatrol America LLC
Date:

BALDWIN-WHITEHALL SCHOOL DISTRICT:

By: _____
Name, Title

Attest:

By: _____
Name, Title

List of Attachments:

Attachment A: Quote with reference number: 20231114-120319341

ATTACHMENT A

Baldwin-Whitehall School District

Baldwin-Whitehall School District

4900 Curry Road
Pittsburgh, PA 15236
United States

Reference: 20231114-120319341

Quote created: November 14, 2023

Quote expires: February 12, 2024

Quote created by: Matt Anderson
Director of Community Partnerships
matt.anderson@buspatrol.com
+17147880383

Comments from Matt Anderson**Products & Services**

Item & Description	Quantity	Unit Price	Total
BusPatrol Technology Fee (Fleet Size)	80	\$125.00	\$10,000.00 / month
The following equipment, software and services, in the quantities listed below, are included within the fixed monthly Technology Fee.		/ month	for 5 years

Item & Description	Quantity	Unit Price	Total
BusPatrol Automated Enforcement Technology (Fleet Size) Included in BusPatrol Technology Fee BusPatrol OS AI Enabled Stop Arm Cameras 4G LTE Modem/Antenna GPS Alertbus Citation Life-cycle Management System Processing Center Program Management School District Support Law Enforcement Support AVA (Automated Violation Analysis) AI Technology Violator Call Center Court Support Automated Printing & Mailing Customizable Reporting Dedicated Equipment Maintenance Technicians	80	\$0.00	\$0.00
BusPatrol Beyond Enforcement (Fleet Size) Included in BusPatrol Technology Fee 4 Interior cameras w/ mic. 1 Windshield camera 1 Side load camera 1 Rearview camera Silent alarm Console Health check Vehicle Page Remote Video Retrieval Live View Snail Trail (Historical GPS Maps) Real-Time GPS Vehicle Locator	80	\$0.00	\$0.00
Monthly subtotal			\$10,000.00
One-time subtotal			\$0.00
Total			\$10,000.00

Questions? Contact me

Matt Anderson
Director of Community Partnerships
matt.anderson@buspatrol.com
+17147880383

BusPatrol
8540 Cinder Bed Rd
Suite 400
Lorton, VA 22079
US
