

TRANSPORTATION TECHNOLOGY PLATFORM AND SERVICES AGREEMENT

This Transportation Technology Platform and Services Agreement ("Agreement") is dated as of 6/19/19 (the "Effective Date") between Napa Valley Unified School District ("District") and Zum Services, Inc., a Delaware corporation, located at 275 Shoreline Dr., Suite 300, Redwood City, CA 94065 ("Zum"). The District and Zum may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

1. PROVISION OF PLATFORM SERVICES.

- a. **Services.** Zum shall provide the services to District and its Authorized Users via the Zum Platform, as further described in **APPENDIX B**.
- b. **Grant of License.** Zum hereby grants to District a limited, non-exclusive, non-transferable term license to use, access and benefit from the Zum Platform in fulfilling the District's public education mission during the term of this Agreement. The license hereby granted to District includes the right to provide to the District's Authorized Users access to the Zum Platform in accordance with this Agreement.
- c. **Copyright and Title.** The District acknowledges that the copyright and title to the Zum Platform and any trademarks or service marks relating thereto remain with Zum and/or its suppliers. Neither the District nor its Authorized Users shall have right, title or interest in the Zum Platform.
- d. **Access by and Authentications of Authorized Users.** Authorized Users shall be identified and then authenticated by the use of an ID and password assigned by the District after consultation with Zum. Except as specifically provided elsewhere in this Agreement, District shall not knowingly permit anyone other than Authorized Users to use the Zum Platform.
- e. **Proprietary Rights and Obligations.** The Zum Platform is valuable property of Zum. District will not make or have made, or permit to be made, any copies of the Zum Platform or any portion thereof. District agrees not to modify, adapt, translate, decompile, disassemble or create derivative works based on the Zum Platform. District agrees not to create derivative works based on the Zum Platform's accessible data, except as pursuant to the District's permitted use of the Zum Platform including for illustrative purposes and without limitation viewing, manipulating, and printing data, tables, and reports from the Zum Platform.

2. FEES AND PAYMENT FOR PURCHASED SERVICES

- a. **Fees.** The Services will be provided pursuant to Order Forms to be agreed upon between the District and Zum from time to time. Each Order Form will be subject to the terms and conditions of this Agreement. Except as otherwise specified herein or in an Order Form: (i) fees are based on Services purchased and actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, subject to the ride cancellation policy as set forth in Section 3.
- b. **Payment.** District will pay Zum via valid electronic funds transfer. Payments shall be made in accordance with the applicable Order Form. District is responsible for providing complete and accurate billing and contact information to Zum and notifying Zum of any changes to such information.
- c. **Overdue Charges.** If any invoiced amount is not received by Zum by the due date, then without limiting Zum rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) Zum may condition future service renewals and Order Forms on payment terms shorter than those specified in Order Form.
- d. **Suspension of Service and Acceleration.** If any amount owing by District under this or any other agreement for Zum services is thirty (30) or more days overdue, Zum may, without limiting Zum's other rights and remedies, accelerate District's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Zum's services to District until such amounts are paid in full. Zum will provide District at least seven (7) days' prior notice (for which email shall suffice) that the account is overdue before suspending services to District.
- e. **Taxes.** Zum fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). District is responsible for paying all Taxes associated with District access to and use of the Services hereunder (but not, for clarity, any Taxes based on Zum gross income). If Zum has the legal obligation to pay or collect Taxes for which District is responsible, Zum will invoice District and District will pay that amount unless District provides Zum with a valid tax exemption certificate authorized by the appropriate taxing authority.

3. RIDE CANCELLATION/NO-SHOW POLICY

It is the District's responsibility to provide Zum with each applicable school's respective school calendar and bell schedule which details when school is in session, school holidays, start and end times, and any altered schedules. Zum will follow this calendar, bell schedule, and any provided instructions as part of its setup and ride scheduling for District. Zum understands that there may be instances in which a ride must be canceled due to illness or a change in plans. In order to provide the most consistent service and supply, and to fairly compensate Drivers for the time they committed to perform the service, Zum has established cancellation windows for each of its services. It is the District's responsibility to provide Zum notification by either emailing support@ridezum.com or by dialing 1.855.RIDEZUM within the defined cancellation window below to avoid cancellation fees, or full fare charges. Regarding Zum's "no-show" policy, transportation services for a particular student will be discontinued after 3 days of a "no-show" or 5 days in one month, subject to Zum contacting the District and notifying it of the change of service; transportation can be reinstated after the "no-show" student's parent/guardian contacts Zum to confirm that said student will use Zum services.

Ride Service	Cancellation Window	Fee
Daily Home to School	Notice provided anytime up to 7pm on evening prior to ride commencement	\$0
	Notice provided after 7pm but more than 2 hours before ride commencement	50% of fare
	Notice provided less than 2 hours before ride commencement or no show ("no show" including riders who do not show up within 10 minutes of scheduled pickup time)	100% of fare
Field trip or Athletic event with a van or bus	Notice provided anytime up to 72 hours of ride commencement	\$0
	Notice provided after 72 hours and before 48 hours of ride commencement	50% of fare
	Notice provided with 48 hours or less of ride commencement	100% of fare

4. TERM.

This Agreement will commence on the Effective Date and, unless terminated earlier in accordance with the terms of this Agreement, will remain in force until the termination or expiration of all Order Forms. The Agreement may be renewed for one or more additional terms upon mutual approval.

5. SUPPORT.

- a. **Training and Updates.** Zum shall provide District staff with initial training and support in the use of the Zum Platform. Zum will provide additional training to District staff made necessary by any updates or modifications to the Zum Platform.
- b. **Provision of Documentation.** Zum will provide and maintain help files and other appropriate user Documentation for use by the District and Authorized Users.
- c. **Support Services.** Zum will offer activation support, including assisting with the implementation of any other software as needed. Zum will offer reasonable levels of continuing support to assist the District and Authorized Users in use of the Zum Platform. User support services will be provided by Zum to District Monday through Friday from 8am to 5pm PST, or such other times as may be set forth in an applicable Order Form.
- d. **Availability.** Zum shall use reasonable efforts to ensure availability of the Zum Platform, subject to periodic unavailability due to maintenance of the server(s), installation or testing of software, loading of additional software, features, or materials as they become available, and downtime related to the failure of equipment or services outside the control of Zum. Scheduled downtime will be performed at times designed to minimize inconvenience to users of the Zum Platform. If the Zum Platform fails to operate in conformity with the terms of this Agreement, Zum shall promptly use reasonable efforts to restore access to and full use of the Zum Platform as soon as possible.
- e. **Usage Data.** Upon request, Zum shall provide to District statistics regarding usage of the Zum Platform by District and its Authorized Users according to the then current standards in the industry.

6. PERMITS AND LICENSES.

In the performance of this Contract, Zum shall keep itself informed of, and at all times comply with, all applicable Federal, State, and Local laws, ordinances, regulations and other legal requirements that are in effect as of the commencement of the term of this Agreement and as may be amended from time to time, including but not limited to the Safety Orders of the California Division of Industrial Safety. It is the responsibility of Zum to obtain, at its sole expense, any permit(s) and license(s) required by state law for furnishing the services contemplated hereunder.

7. CONFIDENTIAL INFORMATION.

Zum understands and agrees that, in connection with this Agreement, Zum may have access to confidential information which may be owned or controlled by the District, the disclosure of which to third parties may be damaging to the District, its employees or students. Zum also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject Zum to civil liability. Consequently, Zum certifies that all such information disclosed by the District to Zum shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Zum shall exercise the same standard of care to protect such information as is used to protect its own confidential information and in no case less than a reasonable standard of care.

8. PERSONAL DATA.

In order to facilitate Zum's provision of the Services, District will provide to Zum the calendar and bell schedule for each covered location, as well as certain student and parent/guardian personal data, including name, mobile telephone number and address (and, if applicable, special needs information). Zum agrees to protect such personal data from unauthorized disclosures and to comply with all applicable state and federal confidentiality laws and in conformity with the specific legal requirements related to student privacy protections set forth for in the attached **APPENDIX A ("Data Privacy Requirements for Cloud-Based Software Providers")**. Zum will use reasonable security safeguards to prevent the use or disclosure of such data other than as provided by this Agreement.

9. OTHER DATA.

The District shall own the District data inputted into the Zum Platform by the District or Authorized Users ("District Data"), and any access to and use of such data by Zum shall be for the sole purpose of supporting the District's use of the Zum Platform pursuant to this Agreement. District Data includes student data, metadata, user content, and pupil records as defined in California Education Code 49073.1(d)(5). Zum may, however, use and disclose to third parties such District Data that has been anonymized and de-identified ("De-identified Data"), in accordance with applicable law. De-identified Data shall have all direct and indirect personal identifiers (e.g., name, social security number, birthdate, demographic information, location information (subject to CPUC audit requirements) and student ID number) removed. Zum shall not attempt to re-identify De-identified Data and not to transfer De-identified Data to any party unless that party agrees not to attempt re-identification of De-identified Data.

10. INSURANCE.

Zum shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Zum, its agents, representatives, employees or contractors. Specifics regarding the amount and type of insurance are set forth in the attached **APPENDIX C ("Insurance Requirements")**.

11. WARRANTY.

- a. **Right to Provide Zum Platform.** Zum warrants that it has the right to provide access to the Zum Platform to District pursuant to this Agreement, that Zum has obtained all necessary permissions from third parties to provide the Zum Platform, and that use of the Zum Platform by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party.
- b. **Conformity to Specifications.** Zum warrants that the Zum Platform, including any updates that Zum may make available to the District during the term of this Agreement, will conform in all material respects to Zum's published specifications.
- c. **Disclaimer.** EXCEPT FOR THE FOREGOING WARRANTIES, ZUM DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, WITH RESPECT TO THE SERVICES TO BE PROVIDED PURSUANT TO THIS AGREEMENT.

12. INDEMNIFICATION.

- a. **General Indemnification.** Zum shall defend, indemnify and hold harmless the District, its Board, officers, employees and agents from and against any and all third-party claims, demands, liabilities, damage awards, judgments, costs or expenses (including legal fees and costs of investigation) (collectively "Claim") to the extent resulting from the negligent or willful misconduct of Zum and/or Zum's agents or employees, including but not limited to any Claim for personal injury, death, property damage or disclosure of personal information which might be obtained by Zum or Zum's agents or employees in the

performance of this Agreement. Notwithstanding the foregoing, Zum shall have no obligation under this Section with respect to any Claim to the extent caused by the negligence or willful misconduct of District or any Authorized User.

- b. **Infringement Indemnification.** Zum shall indemnify, defend and hold harmless the District, its Board, officers, employees and agents, from and against any Claim by any third party of an alleged infringement of copyright, patent, trade secret, trademark, or other intellectual property right to the extent based on the District's use of the Zum Platform in accordance with the terms of this Agreement. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.
- c. **Indemnity Conditions.** Zum's defense and indemnification obligations are conditioned upon: (i) the District providing Zum with prompt written notice of any claim for which indemnification is sought, provided that no delay on the part of the District shall relieve Zum from any obligation hereunder to the extent Zum is not prejudiced by such delay; (ii) Zum having sole control of the defense and settlement of such claim (although District shall have the right to have any suit or proceeding monitored by counsel of District's choice and at its expense); and (iii) District's reasonable cooperation with Zum in the defense and settlement of the claim, at Zum's expense. Zum will not consent to the entry of any judgment or enter into any settlement with respect to a Claim without the prior written consent of District (which consent will not be unreasonably withheld) except where the judgment or proposed settlement involves only the payment of money damages by Zum, does not impose any obligation upon District, and Zum obtains the full and complete release of District.

13. LIMITATION OF LIABILITY.

DISTRICT'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE FEES AND CHARGES SET FORTH IN THIS AGREEMENT. ZUM'S LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE GREATER OF (A) THE PAYMENTS MADE TO ZUM UNDER THIS AGREEMENT OR (B) ZUM'S INSURANCE COVERAGE FOR THE APPLICABLE CLAIM. NEITHER PARTY SHALL BE LIABLE FOR ANY LOST PROFITS, COST OF COVER, OR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

14. TERMINATION.

- a. Either party may terminate this Agreement if the other party breaches a material term of the Agreement and fails to cure such breach within thirty (30) days following notice from the non-breaching party.
- b. The District may terminate this Agreement by giving Zum at least sixty (60) days written notice of such termination in the event the District's appropriation requests are not approved or appropriated funds are cancelled.
- c. Zum may terminate this Agreement by giving the District at least sixty (60) days written notice of such termination in the event: (i) a third party acquires, or agrees to acquire, all or substantially all of Zum's equity or assets; (ii) a petition in bankruptcy is filed by or against Zum which is not dismissed within sixty (60) days; or (iii) a court or government legislative or administrative agency issues any law, rule or order that would require a material change to Zum's business model in order to be able to continue to reasonably provide the services to the District.
- d. Within thirty (30) days after the effective date of termination, Zum will submit an itemized invoice detailing the unpaid costs incurred for the services rendered pursuant to this Agreement up to the effective date of termination. The District's payment obligation under this Section shall survive termination of this Agreement. Upon payment of approved charges under such invoice by the District, the District shall be under no further obligation to Zum, monetarily or otherwise. In no event shall District be liable for costs incurred by Zum or any of its contractors after the effective date of termination, except for those costs specifically approved by the District as necessary to effect the termination in a manner acceptable to the District. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination obligations to employees or contractors, or post-termination administrative or overhead expenses.

15. CRIMINAL BACKGROUND CHECK.

If a Zum employee or contractor will have more than limited contact with District students, Zum will complete the attached **APPENDIX D** and submit to and pay for a Live Scan criminal background check and subsequent arrest notification through the California Department of Justice (CDOJ) and the Federal Bureau of Investigation. No Zum employee or contractor who has been convicted of a serious or violent felony as described in California Education Code ("EC") section 45125.1, a sexual offense as defined in EC 44010, or a controlled substance offense as defined in EC 44011, shall have contact with District students under this Agreement. This prohibition does not apply to an individual who has obtained a certificate of rehabilitation and pardon pursuant to California Penal Code Section 4852.01 et seq. for a serious or violent felony listed under EC 45122.1.

16. AUDIT AND INSPECTION OF RECORDS.

Zum agrees to maintain and to permit the District to audit, examine and make copies and excerpts of all records reasonably necessary to verify Zum's performance of its obligations under this Agreement. Zum shall maintain such records and data in an accessible location and condition for a period of not less than three (3) years after a final payment under this Agreement.

17. NOTICES.

Any notices or communications required or permitted to be given by this Agreement must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

Notice to the District:

SITE/DEPARTMENT	Napa Valley Unified School District - Special Education
HEAD OF SITE/DEPARTMENT	Terri Lynne Ricetti, Director of Special Education
CONTACT PERSON	Terri Lynne Ricetti
STREET ADDRESS	2425 Jefferson Street
CITY, STATE, ZIP	Napa, CA 94558
TELEPHONE	707-253-6865
EMAIL ADDRESS	tricetti@nvusd.org

Notice to Zum:

ZUM NAME	Zum Services, Inc.
CONTACT PERSON	Legal
STREET ADDRESS	275 Shoreline Dr., Suite 300
CITY, STATE, ZIP	Redwood City, CA 94065
TELEPHONE	855-743-3986
EMAIL ADDRESS	legal@ridezum.com

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

18. INDEPENDENT CONTRACTOR.

Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Zum or its contractors and employees. Zum shall be wholly responsible for the manner in which it performs the services required of it under this Agreement. Any terms in this Agreement referring to direction from the District shall be construed as providing for direction as to policy and the result of Zum's work only, and not as the means by which such a result is obtained. The District does not retain the right to control the means or the method by which Zum performs work under this Agreement.

19. **SUBCONTRACTING.**

Subject to the provisions in Appendix A authorizing engagement with sub-processors, Zum is prohibited from subcontracting this Agreement or any services provided pursuant to this Agreement without the prior written consent of the District. Notwithstanding the foregoing, District acknowledges and agrees that Zum may use contractors to provide transportation services in connection with this Agreement, provided such contractors meet the background check and other applicable requirements set forth herein.

20. **ASSIGNMENT.**

This Agreement may not be assigned by Zum to a third party (except to an affiliate) without the prior written consent of the District.

21. **GOVERNING LAW.**

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules.

22. **DISPUTE RESOLUTION.**

Prior to any action or resort to any other legal remedy, District and Zum agree to exercise reasonable efforts and to negotiate in good faith to resolve to the satisfaction of the parties any dispute that may arise concerning the performance by either party of its obligations under this Agreement. Any dispute arising out of or in connection with this Agreement that the parties are unable to resolve shall be finally settled by binding arbitration in the State of California under the Rules for Commercial Arbitration of the American Arbitration Association ("AAA"), before an arbitrator selected by the parties pursuant to AAA Rules who has practiced as a lawyer or judge for at least ten (10) years and is reasonably familiar with the business pertaining to the Services covered by this Agreement; provided, if the amount in controversy is greater than One Million Dollars (\$1,000,000), then the arbitration will be conducted before a panel of three such arbitrators. Judgment on the award may be entered in any court having jurisdiction thereof or having jurisdiction over either of the parties or its assets.

23. **WAIVER.**

Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

24. **MODIFICATION OF AGREEMENT.**

Any amendment or modification to this Agreement shall be by written instrument and shall only be effective upon execution by the duly authorized representatives of the parties and written approval by the Board of Education.

25. **SEVERABILITY.**

If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

26. **ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by the parties to this Agreement.

27. **EXECUTION IN COUNTERPARTS.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

28. **APPENDICES.**

The Appendices set forth below and attached hereto are an integral and definitive part of this Agreement and are incorporated herein by this reference to the extent applicable:

Appendix A - Data Privacy Requirements for Cloud-Based Software Providers
Appendix B - Description of Zum Platform Services
Appendix C - Insurance Requirements

Appendix D - Criminal Background Screening and Subsequent Arrest Disclosure
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Appendix E - Tuberculosis Screening Requirements (CHECK HERE IF APPLICABLE <input type="checkbox"/>)

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

ZUM SERVICES, INC.

DocuSigned by:

Ritu Narayan

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By: ZUM services inc

Name: Ritu Narayan

Title: CEO

Date: 06/

Napa Valley Unified School District

By: Rosanna Mucetti

Name: Rosanna Mucetti

Title: Superintendent

Date: 6/26/19

APPENDIX A
DATA PRIVACY REQUIREMENTS FOR CLOUD-BASED
SOFTWARE PROVIDERS

In accordance with California Education Code § 49073.1 (AB 1584), California Business and Professions Code § 22584 (SB 1177) ("SOPIPA"), the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"), and applicable law, the parties hereby agree as follows:

1. **DEFINITIONS.** Unless otherwise stated, whenever the words "as directed," "as required," "as permitted," shall be understood as the direction, requirement, or permission of the District. The words "sufficient," "necessary," or "proper," and the like, mean sufficient, necessary or proper in the judgment of the District unless otherwise indicated by the context. Capitalized terms shall have the meaning ascribed to such terms in the Agreement, unless otherwise explicitly defined below:
 - a. **Authorized Users.** "Authorized Users" means all persons holding a valid ID and password issued by the District.
 - b. **California Business and Professions Code § 22584 (SB 1177),** also known as the **Student Online Personal Information Protection Act ("SOPIPA")**, sets forth privacy laws for operators of Zum websites, online services, and applications that are marketed and used for K-12 school purposes, even if those operators do not contract with educational agencies. While primary responsibility for compliance with SOPIPA lies with website operators, the District proceeds with reasonable due diligence when evaluating technology providers, especially providers based outside of California, to ensure their policies and procedures comply with SOPIPA. SOPIPA adds to the K-12 student privacy scheme the following requirements:
 - I. Service providers cannot target advertising on their website or any other service provider website using information acquired from students.
 - II. Service providers cannot create a profile for a student, except for school purposes.
 - III. Service providers cannot sell a student's information.
 - IV. Service providers cannot disclose student information, unless for legal, regulatory, judicial, safety, or operational improvement reasons.
 - V. Service providers must protect student information through reasonable security procedures and practices.
 - VI. Service providers must delete school- or district-controlled student information when requested by schools or districts.
 - VII. Service providers must disclose student information: when required by law; for legitimate research purposes; or for school purposes to educational agencies.
 - c. **Covered Information** has the meaning ascribed to "Covered Information" in SOPIPA (defined above) and includes any Personal Student Information that may, alone or in combination with other available information, be reasonably used to identify a current or former student enrolled in a District School.
 - d. **Documentation.** The technical publications relating to the use of the Zum Platform, such as reference, installation, administrative and programmer manuals, provided by Zum to the District.
 - e. **Internet.** "Internet" shall mean the global network of computers and devices commonly referred to as the "Internet," including (without limitation) the World Wide Web.
 - f. **Online.** "Online" and "online" shall mean that the item so described is accessible and available via the Internet.
 - g. **Personally Identifiable Information ("PII")** is any data that could potentially identify a specific individual student. Any information that can be used to distinguish one student from another and can be used for de-anonymizing anonymous data can be considered PII. PII includes information that can be used to distinguish or trace an individual's identity either directly, or indirectly through linkages with other information.
 - h. **Pupil-Generated Content** has the meaning ascribed to "Pupil-generated content" in California Education Code § 49073.1.
 - i. **Pupil Records** has the meaning ascribed to "Pupil records" in California Education Code § 49073.1., and include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees.
 - j. **Zum Platform.** "Zum Platform" means the online hosted computer software residing on Zum's servers that Zum uses to provide to District services, and that Zum makes digitally accessible to the

District and its Authorized Users via the Internet.

- k. **Sub-processor.** A "sub-processor" is a third-party data processor engaged by Zum who has or potentially will have access to or process Pupil Records or Personally Identifiable Information. Third parties that do not have access to or process Pupil Records, Pupil Generated Content or PII, but who may be used with District permission to provide Services are referred to as "sub-contractors" and not sub-processors.

2. FERPA COMPLIANCE; SCHOOL OFFICIAL EXCEPTION. Zum and District jointly agree as follows:

- a. Zum and District shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code sections 49073 et. seq. Zum shall only access and use confidential student information for the performance of duties on behalf of District under this Agreement, prior written parent consent, or other provision of federal and state law permitting access to confidential student information. **Zum shall not use confidential Pupil Records for any purpose other than providing services to the District pursuant to this Agreement. Zum shall not re-disclose confidential student information to any third party without the prior written consent of the District and any such re-disclosure shall be consistent with state and federal law.**
- b. District designates Zum as and Zum agrees to act as a "District official" with "legitimate educational interests" in District's educational records under FERPA to the extent that Zum receives "educational records" as defined under FERPA regulation 34 CFR § 99.31(a)(1), or agrees act under another applicable FERPA exception, such as the "directory information" exception. Zum further agrees to reasonably cooperate with District to appropriately respond to FERPA access and correction requests by District in accordance with this Appendix A and applicable state and federal law

3. PUPIL RECORDS / DATA PRIVACY OBLIGATIONS.

- a. **Ownership and Control of Pupil Records.** At all times, Pupil Records shall be the property of and under control of the District.
- b. **Restrictions on Pupil Records Use.** Zum will not use Pupil Records for any purpose other than those required or specifically set forth in this Appendix A and the Agreement between District and Zum.
- c. **Pupil Records Access and Review.** Zum will cooperate with District to fulfill requests made by a parent, legal guardian, eligible student, or District personnel to request a review and correction of erroneous PII contained in Pupil Records pursuant to District's verification and instruction within a commercially reasonable amount of time and in compliance with state and federal law.
- d. **Protection of Pupil Records.** Zum will implement commercially reasonable technical, administrative, and physical safeguards designed to protect Pupil Records, including specific training of appropriate personnel.
- e. **Breach of Pupil Records.**
 - i. In the event of a breach of Pupil Records, Zum will comply with all applicable breach response laws (including, as applicable, California Civil Code § 1798.82) to assist in providing notification or directly providing notification as required to District, affected parents, legal guardians, eligible students, and regulators.
 - ii. In the event of any unauthorized disclosure of District Data, including without limitation personally identifiable information from student education records, Zum will promptly notify the District in writing upon discovery of such unauthorized disclosure and, in accordance with applicable law, Zum will promptly notify all affected individuals, including without limitation notifying the parents or legal guardians of minor students, or students if at least 18 years of age, as applicable, in writing of such unauthorized disclosure.

4. **PROHIBITION ON TARGETED ADVERTISEMENT AND SALE OF PUPIL RECORDS.** Zum will not use Pupil Records, Pupil-Generated Content or Covered Information to engage in targeted advertising as prohibited by applicable law including as prohibited by California Education Code § 49073.1 and SOPIPA. Additionally, Zum agrees not to sell Pupil Records, Pupil-Generated Content, or Covered Information, to amass a profile about a K-12 educational student for a non-educational purpose, or for any purposes prohibited by FERPA, SOPIPA, or California Education Code § 49073.1.

5. **PUPIL RECORDS DELETION AND STORAGE REQUESTS.**

- a. Zum will act upon District's documented and verified instructions to delete Pupil Records during the term of the Agreement, unless Zum is required to retain such information to comply with Zum's legal obligations.
- b. Within thirty (30) days of the termination or expiration of the Agreement, if no subsequent agreement is in place between the parties to allow Zum to have access to the District's confidential Pupil Records, then any such data that is in the possession of Zum shall be confidentially and securely returned to District in all forms in which Zum is holding such data, including, if applicable, in a computer-readable format. Once such data are received by District, and, if applicable, District confirms that the computer-readable format is indeed readable, Zum shall securely destroy any remaining copies of the data that it holds in any form or media within fourteen (14) days of such confirmation from District. Zum shall destroy all such data utilizing a method of secure destruction that renders such information unreadable, such as shredding or burning, erasure of magnetic media, electronic deletion using file shredding software, or other industry-standard method of secure destruction. Upon request, Zum shall provide District with written certification that such destruction has occurred.
6. **ENGAGEMENT OF SUB PROCESSORS.** The District acknowledges and agrees that Zum may engage third party Sub processors in connection with the provision of the services. Zum will enter into a written agreement with each Sub processor containing data protection obligations that provide the same data protection obligations for Pupil Records Privacy Data as those in the Agreement and this Appendix A, taking into account the nature of the Services provided by such Sub processor.

- a. **List of Sub processors.** A current list of Sub processors, including the identities of those Sub processors and their country of location, will be provided to the District upon request. Zum shall inform the District of any intended changes concerning the addition or replacement of other Sub processors, thereby giving the District the opportunity to object to such changes.
- b. **Liability.** Zum shall be liable for the acts and omissions of its Sub processors to the same extent Zum would be liable if performing the Services of each Sub processor directly under the terms of the Agreement and this Appendix A.

7. **DEMONSTRATION OF COMPLIANCE.**

- a. At least once per contract year and as otherwise required by relevant Data Protection Laws and data protection authorities, during Zum's regular business hours and at the District's sole expense, Zum will make available to the District all information necessary to demonstrate compliance with the obligations set-forth in the Agreement and this Appendix A, and allow for and contribute to audits, including inspections, conducted by the District, pursuant to the Agreement. All information accessed or obtained by the District in connection with this audit shall be considered confidential information of Zum.
- b. Zum shall inform the District in compliance with and as required by relevant Data Protection Laws, if, in its opinion, a Purpose or any documented instruction it receives from the District with respect to the Processing of Personal Data, infringes or prevents it from complying with Data Protection Laws.

8. **MISCELLANEOUS.**

- a. **Business Transfer:** Under certain circumstances, Zum may share or disclose certain information,

in connection with or during negotiations of any merger, sale of company assets, financing, or acquisition of all or a portion of its business to another company. If such transfer is subject to additional mandatory restrictions under applicable laws, Zum will comply with such restrictions. The successor entity will be subject to all applicable federal and state laws, including student privacy laws.

- b. **Legal Requirements.** Zum may share or disclose certain information if necessary to comply with any law enforcement, legal, or regulatory process, such as to respond to a warrant, subpoena, court order, or other applicable laws and regulations.
- c. If any provision of this Appendix A conflicts with a provision in the Agreement and is otherwise incapable of being construed in conjunction with the Agreement, the terms of this Appendix A shall take precedence to the extent of such conflict. For avoidance of doubt, all other provisions and terms in the Agreement remain in full force and effect.

APPENDIX B

DESCRIPTION OF ZUM PLATFORM SERVICES

The Zum Platform allows District school staff to facilitate transportation contracting and scheduling for transportation of District students, and includes the following services:

- **Providing the Zum application to designated District staff to manage rides and contact drivers through Zum platform.**
- **Providing an administrative dashboard to the designated District staff to enhance visibility of Zum rides originating from or ending at District and to allow staff to manage and coordinate rides.**
- **Making available the Zum application to District families and students to manage rides, receive notifications, track rides in real-time and contact drivers through the Zum Platform.**
- **Providing live support over telephone and chat support lines for District staff and District families using the Zum application.**

APPENDIX C
INSURANCE REQUIREMENTS

- A. Without in any way limiting Zum's liability pursuant to the "Indemnification" section of this Agreement, prior to award, Zum shall procure and maintain during the full term of this Agreement, at Zum's expense, insurance acceptable to the District and as follows:
1. Comprehensive General Liability Insurance with limits not less than **\$5,000,000 (five million dollars)** each occurrence and **\$6,000,000 (six million dollars)** in the aggregate for Bodily Injury and Property Damage, including coverages for Employers liability, contractual liability, personal injury, independent contractors, and sexual abuse and molestation. (A sublimit of \$3M applies for abuse and molestation).
 2. Comprehensive or Business Automobile Liability Insurance with limits not less than **\$5,000,000 (five million dollars)** each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired automobiles, and contractual liability. Such insurance shall include coverage for persons who occupy the status of passengers, whether being picked up at home, school or point designated by the District, and until such time as status of passenger is terminated.
 3. Workers' Compensation Insurance, with Employer's Liability limits not less than **\$1,000,000 (one million dollars)** each accident.
 4. The District reserves its right to review the adequacy of the limits required above at any during the Contract term and may at its sole discretion require Zum to provide additional coverage.
- B. **Comprehensive General Liability and Comprehensive or Business Automobile Liability policies must provide the following:**
1. **Name as Additional Insured "Napa Valley Unified School District, its Board, officers and employees."**
 2. That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.
- C. All policies shall be written on an occurrence basis, except as otherwise provided for in this subsection. Coverage may be provided on a claims-made form, provided that the following requirements are met:
1. The retroactive coverage date shall be shown and shall commence before the beginning of any Zum operations and/or performance under this Agreement.
 2. Zum shall maintain the required coverage throughout the term of this Agreement and, without lapse, and provide Certificates of Insurance to the District upon request for a period of three (3) years beyond the expiration or termination of this Agreement, such that should occurrences during the Agreement term give rise to claims made after expiration or termination of the Agreement, such claims shall be covered.
 3. If coverage is cancelled or non-renewed, and not replaced with another claims-made form with a retroactive date prior to the beginning of any Zum operations and/or performance under this Agreement, Zum shall purchase an extended reporting period for a minimum of three (3) years after the expiration or termination of the Agreement.
 4. If requested by the District, a copy of the policy's claims reporting requirement, or any other policy documents, shall be provided to the District.
- D. All policies shall provide thirty (30) days advance written notice to the District of cancellation, non-renewal or reduction in coverage.
- E. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs are

included in such general annual aggregate limit, such annual aggregate limit shall be double the occurrence or claims limits specified above.

- F. The insurance requirements under this Agreement shall be the greater of (1) the minimum limits and coverage specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Zum under this Agreement.
- G. **Waiver of Subrogation.** Zum agrees to waive subrogation with respect to each insurance policy maintained under this Agreement. When required by an insurer, or if a policy condition does not permit Zum to enter into a pre-loss agreement to waive subrogation without an endorsement, then Zum agrees to notify insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should Zum enter into a waiver of subrogation on a pre-loss basis. Zum shall promptly notify District of any such express prohibition or condition in any applicable policy which may void coverage.
- H. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the District receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the District may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- I. Before commencing any operations under this Agreement, Zum must provide the District with the certificates of insurance and an endorsement or endorsements showing the **additional insured policy/policies required**, all with insurers satisfactory to the District, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon the District's request. Zum also understands and agrees that the District may withhold payment for services performed for any violations of the insurance provisions of this Agreement.
- J. Approval of the insurance by the District shall not relieve or decrease the liability of Zum hereunder.

ORDER FORM

275 Shoreline Drive #300, Redwood City, CA, 94065

Created Date: 06-04-2019

Prepared By: Nicole Pitts

Expiration Date: 07-05-2019

Phone: (650) 488-7138

Quote Number: 6419a

Email: npitts@ridezum.com

Account Name: Napa Valley Unified School District

Billing Contact: Liz Gomez

Contact Name: Terri Lynne Ricetti

Billing Email: liz_gomez@nvusd.org

Phone: 707-253-6865

Billing Address: 2425 Jefferson St.

Email: tricetti@nvusd.org

Napa, CA 94558

ORDER DETAIL

Route	Number Students	Product	Pickup Address	Drop-off Address	Miles	One-way Trip Price	Round Trip Price	Total (based on service selected)
1	1	DAILYR - SUV	1511 Myrtle Ave., Napa, CA 94558	Via Pescara, American Canyon, CA 94503	14	\$95.20	n/a	\$95.20
Estimated School days								14
Grand Total								\$1332.80

Anticipated start date: 06-19-2019

Term end date: 07-30-2020

ADDITIONAL TERMS**PAYMENT****Payment Frequency:** Monthly, net 7 from invoice

Customer will pay all fees in accordance with this Order Form and the Transportation Technology Platform and Services Agreement ("Agreement") between the parties. ZUM will provide Customer a monthly invoice for Services based on the above fee schedule and actual ridership and routes. If new routes or riders are added, or if pickup/drop-off addresses are changed, then an Order Form will be issued, and Customer will be responsible for additional fees. Customer will not be charged for routes or riders that are removed from the schedule and processed as a change in an Order Form. Customer will pay all fees specified in each applicable Order Form and in accordance to the Agreement. Fees are based on Products purchased and Services incurred.

RENEWAL

At the end of the term, the Agreement will automatically renew for one year, unless either party gives the other Notice or non-renewal at least (30) days before the end of the then-current term. Fees will automatically increase by 7% upon renewal.

This ZUM Order ("ORDER FORM") together with the ZUM Agreement signed and dated _____ which Customer hereby acknowledges and accepts, constitutes the entire Agreement between ZUM and Customer governing the products referenced above and the Services relating to such products ("Agreement"), to the exclusion of all other terms. Customer represents that its signatory below has the authority to bind Customer to the terms of this Order Form and the Agreement. Any capitalized terms not otherwise defined herein shall have the meanings attributed in the Agreement. The terms of this Order Form are ZUM Confidential Information.

CUSTOMER:

Signature

Date

ZUM:

DocuSigned by:

Signature

06/04/19

Date

Name

Title

Ritu Narayan

Name
CEO

Title

