

AGREEMENT

This Agreement (the "Agreement"), dated as of 9/4/18 (the "Effective Date"), is between Predictable Ride Inc. ("Predictable Ride"), an Idaho corporation, with offices at 520 W Idaho Street, Boise, ID 83702, and the Alturas International Academy ("School System"), with offices at 151 N Ridge Ave, Idaho Falls, Idaho 83402. Predictable Ride and School System may be referred to individually as a "Party" and together as the "Parties."

RECITALS:

WHEREAS, Predictable Ride has developed a system for providing GPS location information for school buses ("PR Service") and has established a web site and user interface portal through which parents who have registered with Predictable Ride may track the location of the school bus upon which their child is riding;

WHEREAS, in order to provide the PR Service for parents' use, Predictable Ride proposes to provide a GPS device with a cellular modem ("PR Equipment") that the school will install in the school buses operated by the School System;

WHEREAS, Predictable Ride desires to enter into agreements with third party advertisers sponsors and or with the parents whose children ride on the School Systems buses to provide them for a nominal fee with GPS location services.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the recitals set forth above, which are hereby incorporated by reference herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.

1.1. "Initial Term" has the meaning given such term in Section 7.

1.2. "Term" has the meaning given such term in Section 7 and includes the Initial Term and any Renewal Terms.

1.3. "Renewal Term" has the meaning given such term in Section 7.

1.4. "User Agreement" means the agreement by which parents may sign up for the PR Service.

1.5. "PR Equipment" means the GPS device with a cellular modem, power cable and in some cases an electronic identification reader, which are purchased or leased by Predictable Ride from third parties and installed by the School System in the School buses of the school system.

1.6. "Predictable Ride Technology" means the Predictable Ride's proprietary network user interface software.

2. OBLIGATIONS OF THE SCHOOL SYSTEM. During the Term of this Agreement, the School System agrees to:

2.1. install and maintain in good working order PR Equipment in its fleet of school buses; return non-functioning PR Equipment to Predictable Ride for replacement.

2.2. add a hyperlink on the School System's web site that links to <http://www.predictableryde.com>

2.3. distribute printed and electronic materials to the parents to explain the PR Service and provide a method by which parents may be enabled to sign up for the PR Service. The method, manner, and frequency of distribution is to be determined by the School System and Predictable Ride; and

2.4. use the Predictable Ride Technology to accurately describe district bus routes, school bus stop schedules, and school bus to bus route assignments.

2.5. report problems in a timely manner to Predictable Ride.

2.6. reasonably cooperate to enable Predictable Ride to maintain and service the PR Equipment and Predictable Ride Technology.

3. OBLIGATIONS OF PREDICTABLE RIDE. During the Term of this Agreement, Predictable Ride agrees to:

3.1. provide the PR Equipment for the School System's fleet of buses; and

3.2. maintain the Predictable Ride Technology.

3.3 fix or replace non-functioning PR Equipment returned by School System

4. INTELLECTUAL PROPERTY RIGHTS.

4.1. Neither this Agreement, nor each party's performance hereunder, will give or be construed to convey any ownership interest in or rights to the intellectual property rights in the Predictable Ride Technology to School System. All intellectual property rights that are owned or controlled by Predictable Ride or its licensors at the commencement of this Agreement will remain under the ownership or control of such party throughout the term of this Agreement and thereafter.

5. PAYMENT.

5.1. The School System will pay Predictable Ryde:

- \$350 per year for each set of PR Equipment provided. (# of Units 4)
- \$200 per year for each hot stand-by GPS unit. (# of Units 1)
- \$6 per year per school child if the Passenger Tracking module is activated. (# of Students 0)

5.2. Predictable Ride may receive payment from sponsors, advertisers, third parties, and or the parents who elect to utilize additional features not included in the standard PR Service.

6. WARRANTIES.

6.1. Predictable Ride represents and warrants to the School System; (i) that during the Term the PR Service will be provided to the parents in compliance with generally accepted industry standards. Predictable Ride shall not be responsible for misuse, unauthorized modification, neglect, and attempts to repair, accident, flood, fire, or other casualty that renders the PR Equipment inoperable; and (ii) the PR Service is free from any rightful claim of infringement of any patent, trademark, maskwork, copyright, trade secret or other intellectual property or other right of a third party.

6.2. Each party warrants that it has the right to enter into this Agreement and to perform its obligations hereunder.

6.3. IN CONNECTION WITH THIS AGREEMENT, AND EXCEPT AS OTHERWISE PROVIDED IN A CUSTOMER AGREEMENT, THE WARRANTIES AND INDEMNITIES STATED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR INDEMNITIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. TERM AND TERMINATION.

7.1. Term. The initial term of this Agreement (the "Initial Term") shall become effective as of the Effective Date and shall remain in effect until _for one (1) year. Thereafter, this Agreement shall renew automatically for each school year thereafter (each a "Renewal Term"), unless either party notifies the other of its intention not to renew at least thirty (30) days prior to the beginning of each Renewal Term. For purposes of this Agreement, a school year ("Renewal Term") is defined as July 1 through June 30.

7.2. Termination. Either party may terminate this Agreement upon notice in writing to the other in the event that such other party shall breach or be in default of any of the covenants, obligations, warranties, representations, terms or conditions of this Agreement and (if

capable of cure) such other party fails to cure such breach or default within thirty (30) days after written notice thereof from the party not in default. Such notice shall provide in reasonable detail the basis upon which the breach is claimed. Predictable Ride or the School System may terminate this agreement for convenience with thirty (30) days' notice.

7.3. Effect of Termination. Expiration or termination of this Agreement shall not relieve the parties of any obligations due at the time of such expiration or termination, nor shall such expiration or termination prejudice any claim of either party accrued on account of any default or breach by the other. Upon expiration or termination of this Agreement: (i) the School System will remove the PR Equipment from the school buses in a reasonable time and return them to a Predictable Ride corporate office; (ii) each party shall immediately return to the other party, if requested to do so, or destroy, all promotional materials and all Confidential Information supplied by the other party; (iii) the obligations of the parties under this Agreement which by their nature would continue beyond the expiration or termination of this Agreement shall survive any expiration or termination of this Agreement; and (iv) all customer agreements then in force will remain in effect until such customer agreements expire or are terminated.

8. INDEMNITY. Each party (the "Indemnifying Party") shall at all times indemnify and hold harmless the other party and said other party's successors, assigns, shareholders, partners, directors, officers, agents, affiliates, subsidiaries, parent company, and employees (collectively, the "Indemnified Parties") from and against any and all liabilities, damages, penalties, settlements, judgments, orders, losses, costs, charges, attorneys' fees, and all other expenses.

9. LIMITATION OF LIABILITY. IN CONNECTION WITH THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, IN ANY WAY ARISING FROM EITHER PARTY'S PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. CONFIDENTIALITY.

10.1. Each party acknowledges that the other party may disclose certain technical, financial, or business information that such other party considers to be confidential and proprietary, including, without limitation, the names and contact information of current and prospective customers, technical data, or know-how of either party and any information, technical data, or know-how derived from the information, or know-how of either party, all mailing lists, proprietary data, product designs, product plans, capabilities, research, specifications, software systems and processes, hardware configuration information, information regarding existing and future technical, business and marketing plans and product strategies,

finances, and the identity of actual and potential customers and suppliers ("Confidential Information"), and that the unauthorized use or disclosure of any such Confidential Information by the party using such Confidential Information (the "Receiving Party") would cause irreparable financial and other damages to the disclosing party (the "Disclosing Party"). During the Terms and for a period of three (3) years following termination, the Receiving Party agrees not to disclose to any third party, use or duplicate any Confidential Information of the Disclosing Party, except as expressly permitted in this Agreement. The Receiving Party will limit the disclosure of all such Confidential Information to those of its employees and agents who have a need to know such Confidential Information for the performance of this Agreement. The Receiving Party further agrees to take all reasonable measures to maintain the confidence of all such Confidential Information in its possession or control, which measures will in no event be less than the measures that the Receiving Party takes to protect its own confidential and proprietary information of similar importance.

10.2. Confidential Information will not include information that: (a) is or becomes public without breach of this Agreement; or (b) the Receiving Party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; or (c) the Receiving Party develops independently, which it can prove with written evidence; or (d) Information that the Receiving Party is required by law or regulation to disclose.

11. NON-CIRCUMVENTION.

11.1. School System agrees that during the Term the School System shall not, directly or indirectly (except with the written consent of Predictable Ride) seek to obtain similar services from any other entity.

12. INSURANCE.

12.1 During the term of this Agreement, Predictable Ride shall maintain Commercial General Liability Insurance with limits of at least \$1,000,000.00 each occurrence for bodily injury, including death or property damage and a \$2,000,000 policy general aggregate.

12.1. Predictable Ride shall furnish the School System with certificates and/or adequate proof of the foregoing insurance upon request.

13. MISCELLANEOUS.

13.1. Assignment. The rights and/or obligations contained in this Agreement may not be assigned, delegated or otherwise transferred by either party (except to a direct or indirect parent or subsidiary, or purchaser of all or substantially all the assets of such party) without the prior written approval of the other party, provided, however that either party may assign this agreement in connection with a change of control or a sale of all or substantially of the assets of either party. No assignment or delegation shall relieve either party of liability for its obligations hereunder.

13.2. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho, exclusive of its conflict of laws.

13.3. Waiver. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder.

13.4. Severability. In case any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby and the parties will begin negotiations for a replacement of the invalid, illegal or unenforceable provision.

13.5. Relationship between Parties. In all matters relating to this Agreement, each party will act as an independent contractor. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, or in any other capacity.

13.6. Notices. All notices required to be sent hereunder shall be in writing, sent to the addresses above with a copy to legal counsel at the same address, or to such other address as a party may designate in writing as set forth herein, and shall be deemed to have been given: (i) upon delivery, if delivered personally, by electronic mail with confirmed receipt, or if sent by facsimile with simultaneous confirmation copy; or (ii) two (2) days after the date of deposit with an internationally recognized overnight courier.

13.7. Force Majeure. No delay, failure, or default in performance of any obligation of either party hereunder shall constitute a breach of this Agreement to the extent caused by Force Majeure. The term "Force Majeure" shall be defined to include fires, earthquakes, or other casualties or accidents, acts of God, severe weather conditions, strikes or labor disputes, war or other violence, any law, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency, or any other event beyond the reasonable control of a party.

13.8. Dispute Resolution Process. In the event of any disagreement regarding performance under or interpretation of this Agreement and prior to the commencement of any formal proceedings, the parties shall first reasonably attempt in good faith to reach a negotiated solution by designating representatives of appropriate authority to resolve the dispute(s) (through non-binding mediation or otherwise) in a timely and expeditious manner.

13.9. Cumulative Rights. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and in addition to the respective party's other rights and remedies available at law and/or equity.

13.10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall

constitute one and the same Agreement. Signatures on this Agreement and other documents transmitted between the Parties by e-mail shall be treated for all purposes as original signatures

13.11. Entire Agreement. This Agreement sets forth the entire agreement between the parties and supersedes prior proposals, agreements, and representations between them, whether written or oral relating to the subject matter of this Agreement. This Agreement may be modified only by a writing signed by an authorized representative of each party.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF; the parties have caused this Agreement to be executed by their respective duly authorized representatives.

PREDICTABLE RIDE INC.

By: _____

Alturas International Academy (School System)

By:  _____

Brian Bingham, Principal

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