

PRICING

ADROIT will charge The Client a Base Service Fee per ride, which includes the first (10) miles. The Service type is determined by vehicle capacity, student requirements, and vehicle availability. An additional per-mile fee will be charged for any ride longer than (10) miles.

All fees are subject to students' needs/requirements and vehicle availability.

The pricing table below outlines all associated fees:

Service Type (First 10 miles are included)	List Price Ride Fee	Sourcewell Discounted Ride Fee
Sedan (Up to 3 Students)	\$83.00	\$75.00
Large Vehicle (3 Rows, up to 5 Students)	\$105.00	\$90.00
Wheelchair Accessible Ramp for access, 1 student)	\$167.00	\$150.00

All fees are subject to students' needs/requirements and vehicle availability.

Additional Services and Fees (As needed/required)	Ride Fee
Additional Miles (For each mile after the included miles)	\$2.55
Safety Equipment (Per equipment/student-vehicle/ride)	\$5.00
Ride Monitor (Per hour, 2 hours minimum per ride)	\$40.00
Wait Time (Per hour, billed in 15-minute increments)	\$60.00
No-Show or Late Cancel	Full Price of Ride
Tolls (If applicable)	TBD
Hard to Serve (If Applicable)	TBD

Definitions

Base Service Fee (Ride Fee):

The fee charged for a ride is a one-way transportation event with a student and/or attendant onboard.

Examples include:

- Residence to School: When a student or a group of students are picked up from a residence(s) and dropped off at school(s).
- School to Residence: When a student or a group of students are picked up from a school(s) and dropped off at their residence(s).

The Client will be charged by adding the total number of rides serviced, no-showed, and late canceled. The Client will only be charged for the miles incurred while a student and/or attendant is onboard.

Service Type

The type of vehicle used to transport a student or a group of students. The Service type is determined by vehicle capacity, student requirements, and vehicle availability.

Wheelchair Accessible Service

Our special service for transporting students who require a wheelchair vehicle. This is a per-student/per-ride service. All are subject to the student's needs/requirements and vehicle availability.

Additional Services and Fees

These services are only incurred per The Client's request to provide such service. They can include but are not limited to:

- **Additional Miles Fee**
A per-mile fee is charged to any ride with mileage longer than the miles included in the Base Service Fee. Refer to the Service Type table.
- **Safety Equipment Fee**
A per-student/per-ride fee is charged for students requiring safety equipment in compliance with safety standards and regulations such as Buckle Guards, Safety Vests, Car Seats, Booster Seats, and other additional equipment.
- **Attendant/Aide Service**
When The Client requests, ADROIT can provide a ride Attendant for the student for a fee. When The Client provides the Attendant, there will be no "Attendant/Aide Fee". Nevertheless, whether an Attendant/Aide provided by ADROIT or The Client, the mileage incurred while the attendant is on board the vehicle without a student (transporting the Attendant to and from their pick-up location) is considered part of the overall ride mileage and will be invoiced to The Client accordingly.

- **Waiting Time Fee**
A fee is charged for waiting for a student for more than 5 minutes when authorized by The Client. The fee is charged on an hourly basis in 15-minute increments rounded up to the next increment. In the case of a student being undeliverable upon drop off at the residence, then the charge is authorized by ADROIT, and The Client will be charged and informed when such takes place.
- **Toll Fee**
A toll fee is charged only if a ride incurred a toll while transporting a student(s). This fee is determined by the toll operator.
- **Hard-to-Serve Fee**
A recurring fee is charged if the student(s) express extreme behavior or riding conditions are deemed very difficult. This discussed fee would be charged only with The Client's approval. If no agreement could be reached, ADROIT may decline to service that ride. e.g., Students with aggressive behavior, who launch bodily fluids, or who live in remote area locations or have other difficulties.

Invoicing

At the beginning of each month, an invoice showing the number of rides and the total cost will be electronically sent to The Client's concerned administrator for the previous month. A detailed report may be attached to the invoice; however, all previous months' ride activity will be visible on our client dashboard. In the event of a No-Show or Late Cancel, the ride will be invoiced at the full normal rate. ADROIT requires a 24-hour notice to stop or remove a student from a ride; failing to do so will result in a charge for that day only. Reviewing the emailed invoices are the Client's responsibility; any disputed charges must be submitted within 30 days from the invoice date to be considered and investigated. A 3% monthly late fee will be assessed, charged, and added to the following invoice if the invoice is not paid within 30 days of the invoice receipt. ADROIT may request to invoice the Client weekly should the Client agree.

Mileage Charges

Mileage charges are based on driving distance calculations from a third-party provider (e.g., Google Maps, MapQuest, and Apple Maps). The calculations are based on the fastest route, and the total is rounded up to the next whole mile. ADROIT shall be responsible for plotting the routes collectively and individually using ADROIT's proprietary Routing and Monitoring Software. The Client will only be required to pay for mileage from and to destinations that are already authorized by The Client.

When Routes Change or Students are Added, or Removed

When it becomes necessary to change a route for any reason(s), including adding or removing students, ADROIT shall plot the revised or new route using ADROIT's Routing and Monitoring Software as described above in the most efficient manner based on the information known to

ADROIT at that time. Routes will be optimized from time to time as deemed necessary by ADROIT or requested by The Client. If The Client adds a student to be transported, that Student may be individually transported until routes are optimized or based on vehicle availability.

Fuel Surcharges


When the average fuel price exceeds 20% per gallon compared to the average annual price of the previous year (12 months prior) at the time of signing the contract, the mileage rate will be increased. The increase will be determined by calculating the percentage of the amount by which the fuel price exceeds 20%, and adding it to the base mileage rate. For example, if the average fuel price, as indicated by the fuel price index, increases by 25%, the per mile fee will increase by 5%. This increase will be calculated as follows: Assuming gas prices increase by 25% and the per mile fee is \$2.5, the increase will be 5% of \$2.5, resulting in an additional \$0.125 or 12.5 cents per mile.


These surcharges will also apply to the miles included in the ride base price. The fuel price index to be used can be found under the category of "[Your Specific State or Region] U.S. Average Fuel Prices" and should be calculated based on the data provided on the following website: https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_sca_w.htm


The Client agrees that the following policies shall be followed related to ADROIT's software usage and students' No-Show, Late Canceled rides, and reports for the service provided by ADROIT:


Routing and Monitoring Software

ADROIT uses its own Routing and Monitoring Software and can use any other supporting software deemed necessary to ensure the best quality of service. ADROIT's Routing and Monitoring Software consists of four interconnected components that work together:

 **ADROIT Dashboard:** ADROIT's proprietary technology that allows for routing and live safety monitoring, among many other things, is possible.

 **Client Dashboard:** Enables the Client to enter all student and school data, monitor all service transactions concerning their account, cancel rides when needed, communicate with ADROIT's administrators, review reports and invoices, and more.

 **ADROIT Guardian:** ADROIT's mobile application that enables students' guardians to monitor their kid's rides, cancel rides when needed, and communicate with ADROIT's Customer Care team. No changes to the service agreed upon with The Client shall happen without The Client's approval first.

 **ADROIT Driver:** ADROIT's mobile application that enables real-time monitoring, communication, and gaining insights into the safety of every ride.

More information is available in terms of service on our website www.goadroit.com.

No-Show and Late Cancel

🚗 No-Show: This is when an attempt to pick up a student occurs, but the student is not there or is not ready without previous notice by The Client or the student's guardian. The partner (driver) will wait (3) minutes from the scheduled pickup time before a No-Show is determined. It is The Client's responsibility to monitor student attendance and inform ADROIT of any change to a student's transportation such as removing a student from a route due to multiple No-Shows. ADROIT provides The Client with a comprehensive no-show report through the Client Portal which is always available.

🚗 Late Cancel: This is when a notice of ride cancelation from The Client or the student's guardian occurs less than (2) hours from the scheduled ride's start time. Rides, where a No-Show or Late Cancel occurs, are invoiced at the full normal rate.

Possible Protocols for No-Shows

If a morning single rider No-Show occurs, The Client will be invoiced for the morning ride, and the afternoon ride will remain scheduled unless ADROIT is notified by The Client or the student's guardian to cancel the afternoon ride within the early cancel window.

If a morning No-Show occurs for one student in a multi-passenger ride, the afternoon ride always remains scheduled.

Permanent Student Transportation Cancelation

The Client may cancel transportation for a student permanently by contacting ADROIT. If the student is a single rider, the route will be removed entirely, and the partner (driver) then becomes immediately available to service other routes. If the student was transported with other passengers, then they will be removed from the route, and the student's spot will become available and may be replaced with a different student, if available, to consolidate routes.

Temporary Student Transportation Cancelation

The Client may cancel transportation for a student temporarily for several days by contacting ADROIT. Because this is a temporary change, the students are not replaced on the route, and their space on the route is reserved for their return. If the student is a single rider and the student is canceled temporarily, no charges will be assessed. When canceling temporarily the pick-up/drop-off for a student who is part of a multi-passenger ride, The Client will be charged the normal ride rate.

It is The Client's responsibility to communicate to ADROIT changes to schedules, calendars, and transportation requests in a timely manner.

Multi-Client Invoicing

Should The Client choose to share rides with a neighboring client that is also under contract with ADROIT, the shared ride will be prorated and invoiced according to the following explanation:

Proration of Ride Fees - ADROIT's Charging Process

1. Client Standard Rides

Each client's students are routed as standard (stand-alone) rides, and client-specific pricing is applied.

- Example:

- 🚗 Client A has two students whose ride costs \$90 (Ride 1)

- 🚗 District B has a single student whose ride costs \$100 (Ride 2)

2. Multi-Client Rides

All the students from the participating clients, as identified above, are combined into the most cost-effective rides, yielding new "Multi-Client Rides" and subsequent ride costs.

- Example (cont.):

- 🚗 Combined ride cost for all three students \$110 (Multi-Client Ride)

3. Proration of Costs for Multi-Client Rides

The total cost of the multi-client rides is then allocated to each client based upon the percentage of the client's standard ride costs (found in step 1) as compared to the multi-client ride costs (found in step 2). In addition, a 10% coordination fee will be added to each client's proportion.

- Example (cont.):

- 🚗 Client A standard ride cost = \$90

- 🚗 Client B standard ride cost = \$100

- 🚗 Combined multi-client ride cost = \$110

- Client A's proportioned cost % of combined ride cost = $90/190 = 47.4\%$
 - $110 * 0.474 * 1.1 = \$62.57$ (Client A's combined ride cost responsibility)
 - Client B's proportioned cost % of combined ride cost = $100/190 = 52.6\%$
 - $110 * 0.526 * 1.1 = \$69.43$ (Client B's combined ride cost responsibility)

4. No-Shows and Cancellations

For all Multi-Client Rides, No-Shows, and Cancellations will apply to each client invoice.