



APOLLO SUBSCRIPTION AGREEMENT

This subscription agreement is dated _____ (“Effective Date”) and is between NAPTBI, LLC., a New York limited liability company (“Company”), and _____ (“Customer”).

The parties agree as follows:

1. **Service.** As used herein, the term “Service” means those certain services described in one or more purchase order forms and/or invoices executed by the parties (each, an “Exhibit”), and includes all features, tools, and technologies accessed through Company’s customer portal at <http://web.naptbi.com/> and made available by Company to Customer in connection with the Service (“Portal”). Each Exhibit, once executed by both parties, shall be fully incorporated into this agreement. This agreement governs the use of the Service (including the Portal). In the event of a conflict between this agreement and any Exhibit, the Exhibit shall control.

2. **License.** (a) Company hereby grants to Customer, during the Term (defined below), on the terms and subject to the conditions set forth herein, a worldwide, non-exclusive, non-transferable, non-sublicensable right and license to use the Portal for Customer’s internal business purposes. Company reserves all right, title, and interest in and to the Portal and any data accessed through the Portal (“Data”), including all related intellectual property rights, subject to the limited rights expressly granted hereunder. Unless otherwise explicitly set forth in an Exhibit, (1) Customer may use the Portal solely for analysis purposes, and (2) Customer may not disclose any Data to third parties without the prior written consent of Company.

(b) If an Exhibit contemplates Customer providing Company with Customer Data (Defined below), Customer hereby grants to Company, during the Term, on the terms and subject to the conditions set forth herein, a worldwide, non-exclusive, non-transferable, sublicensable right and license to use Customer Data in connection with Company’s performance of the Service. Customer reserves all right, title, and interest in and to the Customer Data, including all related intellectual property rights, subject to the limited rights expressly granted hereunder. Unless otherwise explicitly set forth in this agreement or an Exhibit, Company may use Customer Data solely for performance of the Service. Customer acknowledges that certain features of the Service rely upon Company’s ability to share Customer Data with other customers and users of the Service and that applicable laws may require Company to disclose certain Customer Data to other third parties. Customer hereby agrees to the disclosure of Customer Data (i) to customers and users of the Service in connection with Company’s performance of the Service and (ii) to other third parties where required by applicable law. “Customer Data” means all data, information, and all other documents and materials provided or supplied by or on behalf of Customer to Company for use in performance of the Service.

3. **Restrictions.** Customer may use the Service only as contemplated in this agreement and shall not:

(a) use the Service in violation of or beyond the license granted herein;

(b) permit any third party to access the Portal, or otherwise sell, rent, license, provide, or distribute any Data; provided, however, that Customer may authorize a contractor to process and implement the Service (“**Third Party Contractor**”), if such Third Party Contractor has entered into a written agreement with Customer to: (1) access and use the Portal and Data solely to perform services for Customer; (2) keep all Data confidential and not disclose or distribute any Data to any third party including any affiliates of such Third Party Contractor; and (3) limit access to the Portal and Data only to employees or agents with a “need to know” in order to perform such Third Party Contractor’s agreed upon services for Customer.

(c) use the Service to communicate any message or material that (1) is defamatory or infringes the intellectual property rights or privacy rights of any third party or is otherwise unlawful; or (2) would otherwise give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law;

(d) create derivative works from the Portal, or otherwise reverse engineer or access the Portal in order to (1) build a competitive product or service, (2) develop a product or service using similar ideas, features, functions or graphics of the Portal, or (3) copy any ideas, information, features, functions, or graphics of the Portal;

(e) attempt to gain unauthorized access to the Portal or related systems or networks, or systematically access the Portal using “bots” or “spiders”; or

(f) use the Service in any manner that violates any applicable local, state, domestic, and/or international laws, rules, and regulations.

4. **Suspension.** In the event of any breach or threatened breach of this agreement by Customer (including non-payment of fees), without limiting Company’s other rights and remedies, Company may immediately suspend the Service and restrict Customer’s access to the Portal.

5. **Fees.** Customer will pay all fees due for the Service according to the terms set forth herein and the Terms of Service. Company shall periodically send Customer an invoice for the Service, and Customer shall pay the full balance of each invoice within 30 days of the invoice date. All fees are nonrefundable. All fees are exclusive of taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties (excluding taxes imposed on Company’s income).

6. **Ownership.** As between the parties, Company alone owns all right, title, and interest, including all related intellectual property rights, in and to (a) the Service (including the Portal and Data), and (b) the Company name, logo, and product names associated with the Service (collectively, “**Company Property**”). Except as expressly set forth herein, Customer acquires no rights in Company Property.

7. **Warranties.** Each party represents and warrants that it has the legal power and authority to enter into this agreement and there is no outstanding contract, commitment, or legal impediment which may limit, restrict, or impair its ability to perform its obligations hereunder. Company represents and warrants that it has all necessary rights and titles in and to Company Property. Customer represents and warrants that (1) Customer’s use of the Service will comply with all applicable federal, state, and local laws and regulations, including those laws and regulations regarding direct marketing, customer solicitation, data protection, and privacy; and (2) Customer’s granting to Company the license to use the Customer Data will not breach any work product assignment, confidentiality, or other agreement with, or

infringe the intellectual property rights or privacy rights of, any other party, or violate any privacy policy of Customer.

8. **Confidentiality.** During and after the Term and thereafter, neither party shall use, disclose, or permit any person access to any Confidential Information (defined below) of the other party, except as reasonably required in connection with its performance hereunder and as required by law. Both parties agree that a breach, actual or threatened, of this provision will constitute immediate and irreparable damage to the other party which cannot be fully and adequately compensated in money damages and which will warrant preliminary and other injunctive relief, an order for specific performance, and other equitable relief. **“Confidential Information”** means the Data, Customer Data, and all data or information of either Company or Customer that is of value to such party and is not generally known to third parties, including the contents of this agreement and any Exhibits, schedules or other attachments hereto; provided that Confidential Information does not include information that is in the public domain or that is developed independently by either party.

9. **Indemnification.** (a) Customer shall indemnify and hold harmless Company and its current and former directors, officers, employees, contractors, agents, successors and assigns (collectively, **“Company Indemnified Parties”**) from and against any and all claims, damages, and expenses, including reasonable legal fees, incurred directly or indirectly by a Company Indemnified Party, that arise out of or relate to (1) the breach of this agreement by Customer; (2) Customer’s use of the Service; (3) any claim that Customer infringes the intellectual property rights or privacy rights of a third party, violates any applicable law, rule, or regulation, or violates any privacy policy of Customer; and (4) any claim that use by Company of any Customer Property infringes the intellectual property rights or privacy rights of a third party, violates any applicable law, rule, or regulation, or violates any privacy policy of Customer; in each case provided that Company (1) promptly gives Customer written notice of such claim; (2) gives Customer sole control of the defense and settlement of the claim (provided Company may not settle or defend any claim against Customer unless it unconditionally releases Customer of all liability); and (3) provides to Customer all reasonable assistance, at Customer’s expense.

(b) Company shall indemnify and hold harmless Customer and its current and former directors, officers, employees, contractors, agents, successors and assigns (collectively, the **“Customer Indemnified Parties”**) from and against any and all claims, damages, and expenses, including reasonable legal fees, incurred directly or indirectly by a Customer Indemnified Party, that arise out of or relate to (1) the breach of this agreement by Company; (2) any claim that the Service infringes the intellectual property rights or privacy rights of a third party, or violates any applicable law, rule, or regulation; in each case provided, that provided that Customer (1) promptly gives Company written notice of such claim; (2) gives Company sole control of the defense and settlement of the claim (provided Customer may not settle or defend any claim against Company unless it unconditionally releases Company of all liability); and (3) provides to Company all reasonable assistance, at Company’s expense.

10. **Disclaimer and Limitation of Liability.** (a) EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, THE SERVICE AND ALL DATA IS PROVIDED ON AN “AS IS” BASIS. COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, COMPATIBILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SERVICE OR ANY DATA. COMPANY AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (1) THE USE OF THE SERVICE OR ANY DATA WILL BE SECURE, TIMELY, UNINTERRUPTED, OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA, (2) THE SERVICE OR ANY DATA WILL MEET CUSTOMER REQUIREMENTS OR EXPECTATIONS, (3) THE SERVICE OR ANY DATA WILL RESULT IN SALES, (4) ANY DATA WILL BE ACCURATE OR RELIABLE, (5) ERRORS OR DEFECTS WILL BE

CORRECTED, OR (6) THE SERVICE OR THE SERVER(S) AND/OR OTHER SYSTEMS THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR FEATURES. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS, UNITED STATES POSTAL SERVICE, AND OTHER DELIVERY SERVICES. COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED BY COMPANY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

(b) OTHER THAN IN CONNECTION WITH A PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY FOR CLAIMS ARISING UNDER THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE OR ANY DATA, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR, DEFECT, OR OMISSION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. **Term and Termination.** (a) The term of this agreement ("**Term**") begins on the Effective Date and continues until terminated by either party in accordance with this agreement. Either party may terminate this agreement at any time for any reason upon 90 days written notice to the other party. Notwithstanding the foregoing, if either party is adjudged insolvent or bankrupt, or upon the institution of any proceeding regarding insolvency, receivership, liquidation, or assignment for the benefit of creditors, such party will immediately give notice thereof to the other party, and, irrespective of whether notice is actually given, this agreement will automatically terminate.

(b) Upon any termination of this agreement, (1) all licenses and other rights granted hereby will terminate immediately; (2) any Exhibit executed hereunder will terminate immediately; and (3) Customer shall pay to Company, within 30 days of such termination, all fees owed to Company hereunder for Service rendered prior to such termination. Sections 3, 5, 6, 8, 9, 10, 11(b), and 13 hereof will survive any termination of this agreement.

12. **Availability.** Company will provide the Service in a manner consistent with general industry standards, which includes reasonable service interruptions due to scheduled maintenance, unscheduled emergency maintenance, or other causes beyond Company's reasonable control. The Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, or because of other causes beyond Company's reasonable control. Except for reasonable service interruptions due to scheduled maintenance, unscheduled emergency maintenance, or other causes beyond Company's reasonable control, the Service shall be available not less than 99% of the time, on a monthly basis

13. **General.** (a) This agreement, including all Exhibits related hereto, incorporates or supersedes all prior discussions and agreements between the parties, and constitutes the entire agreement between the parties relating to the subject matter hereof.

(b) This agreement, and all matters arising out of this agreement, including all tort and fraud claims, is governed by laws of the State of New York, without regard to its conflict of laws principles. The parties submit to the exclusive jurisdiction of the state courts of the State of New York and to the jurisdiction of the United States District Court for the Southern District of New York, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

(c) No failure or delay by any party to insist upon the strict performance of any term, condition, or covenant of this agreement, or to exercise any right, power, or remedy under this agreement shall constitute a waiver of any term, condition, covenant, right, power, or remedy or of any breach, or preclude any party from exercising any right, power, or remedy at any later time. Any provision hereof may be waived only in a writing signed by both parties.

(d) All notices hereunder shall be sent in person, or by registered or certified mail, return receipt requested, or sent by a nationally recognized overnight delivery service. Notices by regular mail shall be deemed delivered five days after mailing, and notices by overnight courier shall be deemed delivered one day after deposit with such courier.

(e) If to Company, all notices shall be sent to: 1840 Western Ave., Albany, New York 12203, Attn: CEO. If to Customer, all notices shall be sent to the address set forth on an Exhibit.

(f) Neither party may transfer or assign this agreement or its rights hereunder to any person or entity, in whole or in part, without the prior written consent of the other party, provided that a party may assign this agreement without the consent of the other party pursuant to an acquisition of such party (whether by merger, stock sale or asset sale). Any purported assignment in contravention of the foregoing shall be void.

(g) This agreement cannot be amended except in a writing signed by both parties.

(h) No joint venture, partnership, employment, or agency relationship exists between Customer and Company as a result of this agreement or use of the Service.

(i) Both parties shall strictly comply with all applicable laws, rules, and regulations, and shall take no actions which would cause either party to be in violation of any applicable laws, rulings, or regulations.

(j) Except with regard to payment obligations, neither party will be liable to the other party arising out of delays or failures to perform under this agreement to the extent that any such delays or failures result from any cause beyond the reasonable control of the party affected (“**Force Majeure Event**”). If Company is not able to provide Service during any Force Majeure Event, Company may, in its sole discretion, but is not obligated to, suspend Customer’s obligation to pay for the Service during such period.

(k) This agreement may be executed in multiple counterparts, each of which will be deemed an original, and all of which together shall constitute one and the same instrument

[signature page follows]

The parties are signing this master services agreement as of the date stated in the introductory clause.

NAPTBI, LLC

CUSTOMER

By: _____

Name: Michael J. Martin

Title: President

By: _____

Name:

Title:



APOLLO[®]
Essential.



BUSINESS INTELLIGENCE LLC

NAPT'S APOLLO ANNUAL SUBSCRIPTION REGISTRATION

ANNUAL SUBSCRIPTION DETAILS

The NAPT's Apollo annual subscription option is \$1,200 per year and specifically designed for organizations in the student transportation industry looking to utilize the Apollo software. With this annual subscription your organization receives one NAPT membership and the option to purchase additional memberships at \$80/person. Please note, your Primary Point-of-Contact will be listed in the NAPT Online Member Directory, and will receive all annual subscription renewal notifications as well as NAPT member benefits. Your subscription is based on your anniversary (join) date.

ORGANIZATION INFORMATION

District/Company: _____

Mailing Address: _____

City: _____ State/Province: _____ Zip/Postal Code: _____

Phone & Ext.: _____ Fax: _____

Organization Website: _____

PRIMARY POINT-OF-CONTACT (MEMBER #1)

First Name: _____ Middle Initial: _____ Last Name: _____ Suffix: _____

Nickname: _____

Title: _____

Email: _____

Your email address is required to process and finalize your membership.

NAPT membership cards are available upon request. Would you like to receive an NAPT membership card in the mail?

Yes, please No, thank you

Your membership card will be mailed to the address above once payment is received.

As an active Apollo subscriber and member of NAPT, you will be listed in our Online Member Directory. Please choose the following category that best describes the organization:

Head Start Industry Consultant Private Contractor Private School Public School Other: _____

PLEASE SELECT PAYMENT METHOD

Check or Money Order Payable to NAPT in US Dollars

Please Send Invoice (attach purchase order, if available)

Total: \$1200 (Apollo annual subscription fee) + Additional Members @ \$80/each \$ _____ = \$ _____

Your receipt will be sent to the email address listed above once your subscription is processed.

Please note, NAPT membership remains with the purchasing individual or organization and is otherwise nontransferable.

FORM PAGE 1/2

SUBMIT YOUR FORM VIA FAX:518.218.0867 OR EMAIL: BRIANNE.PECK@NAPT.ORG



APOLLO[®]
Essential.



BUSINESS INTELLIGENCE LLC

NAPT'S APOLLO ANNUAL SUBSCRIPTION REGISTRATION

ADDITIONAL MEMBERS

First Name: _____ Middle Initial: _____ Last Name: _____ Suffix: _____

Nickname: _____

Title: _____

Email: _____

First Name: _____ Middle Initial: _____ Last Name: _____ Suffix: _____

Nickname: _____

Title: _____

Email: _____

First Name: _____ Middle Initial: _____ Last Name: _____ Suffix: _____

Nickname: _____

Title: _____

Email: _____

First Name: _____ Middle Initial: _____ Last Name: _____ Suffix: _____

Nickname: _____

Title: _____

Email: _____

A unique email address is required to process and finalize each individual membership.

FORM PAGE 2/2

PLEASE FEEL FREE TO MAKE AS MANY ADDITIONAL COPIES NECESSARY.

SUBMIT YOUR FORM VIA FAX:518.218.0867 OR EMAIL: BRIANNE.PECK@NAPT.ORG



NAPTHQ



@NAPTHQ



INFO@NAPT.ORG



800.989.6278