

## Terms of Use Agreement

### Provider:

Incwebs, Inc. DBA BusConduct  
5753 Highway 85 N PMB 8669  
Crestview, FL 32536  
PH: (888) 874-1878

**Effective Date:** [Date Agreement is Signed or Service Commences]

**Last Updated:** January 10, 2025

This Terms of Use Agreement ("Agreement") governs the use of the BusConduct and BusSeatingChart software-as-a-service platform provided by the Company to the purchasing school district or educational entity ("Customer," "You," "Your").

**PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE SERVICE. BY ACCESSING OR USING THE SERVICE, OR BY SIGNING AN ORDER FORM OR QUOTE REFERENCING THIS AGREEMENT, YOU AGREE TO BE BOUND BY THESE TERMS.**

### 1. Definitions

- **"Agreement":** Refers to these Terms of Use.
- **"Service":** Refers to the BusConduct and BusSeatingChart SaaS platform, including associated web applications, mobile applications (if purchased), features, functionalities, technical support, and documentation provided by the Company.
- **"Customer Data":** Refers to all electronic data or information submitted by or for the Customer to the Service, including but not limited to student information, referral data, seating charts, and user information.
- **"User":** Refers to an individual authorized by the Customer to use the Service, for whom a subscription has been procured, and includes administrators, staff, and drivers employed or contracted by the Customer.
- **"Subscription Term":** Refers to the period during which the Customer is authorized to use the Service, as specified in the relevant quote or invoice.
- **"Mobile Apps":** Refers to the optional Android and iOS applications available for drivers.
- **"Confidential Information":** Refers to non-public information disclosed by one party to the other, including Customer Data, Service features, pricing, and business processes.

- **"NIST CSF"**: Refers to the National Institute of Standards and Technology Cybersecurity Framework.

## 2. Service Description

- **2.1 Provision of Service**: Company provides the Service as a SaaS offering. Customer Users can access the web application via any internet-connected computer with a modern browser.
- **2.2 Features**: The Service includes features for managing student bus conduct, seating charts, referral tracking, and reporting, as detailed in Company documentation or the Customer's quote.
- **2.3 Mobile Apps (Optional)**: If purchased by the Customer (as indicated on the quote), Mobile Apps allow authorized drivers to create, modify, and review referral outcomes and modify/update seating charts.
  - No Customer Data is stored persistently on the mobile device.
  - Users must log in for each session.
  - Mobile Apps may not contain all features available in the main web application.
- **2.4 Updates**: Company may update or modify the Service from time to time, provided such changes do not materially decrease the core functionality purchased by the Customer.

## 3. License Grant

- Subject to the terms of this Agreement and payment of applicable fees, Company grants Customer a non-exclusive, non-transferable, non-sublicensable, limited right and license during the Subscription Term to access and use the Service solely for Customer's internal administrative and operational purposes related to student transportation management.

## 4. Fees and Payment

- **4.1 Fees**: Customer agrees to pay the fees specified in the applicable quote or invoice. Fees typically include:
  - A one-time setup fee covering initial configuration.
  - An annual subscription fee based on the number of students transported. The base price includes up to 5000 students transported. Your quote will show your district's actual cost based on your current transportation count.
  - Potential additional fees for optional features like Mobile Apps or specific third-party integrations (which may be priced per bus, as specified in the quote).

- **4.2 Student Count Adjustments:** The annual subscription fee is based on the student transportation count stated in the Customer's pricing agreement. If Customer's actual transportation count exceeds 5000 students and changes significantly (e.g., by more than 1000 students) from the count used for the initial quote before a subscription renewal, Customer agrees to contact its Company account representative for an updated quote. Company reserves the right to adjust pricing accordingly upon renewal.
- **4.3 Payment Terms:** Payment terms are as specified in the invoice, typically Net 30 days from the invoice date unless otherwise agreed in writing. Late payments may incur interest charges.
- **4.4 Taxes:** Fees do not include taxes. Customer is responsible for any applicable sales, use, or other taxes, excluding taxes based on Company's net income.

## 5. Subscription Term, Renewal, and Termination

- **5.1 Initial Term:** The initial Subscription Term begins on the date specified on the original invoice and continues for one (1) year unless otherwise specified.
- **5.2 Automatic Renewal:** This Agreement and the subscription will automatically renew for successive one (1) year terms (each a "Renewal Term") unless either party provides written notice of non-renewal to the other party at least thirty (30) days prior to the end of the then-current Subscription Term.
- **5.3 Price Changes:** Company reserves the right to modify subscription fees for a Renewal Term. Company will provide Customer with written notice of any price increase at least one hundred eighty (90) days prior to the Customer's scheduled renewal date.
- **5.4 Termination for Cause:** Either party may terminate this Agreement for cause if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days of receiving written notice.
- **5.5 Effect of Termination:** Upon termination or expiration:
  - Customer's right to access and use the Service ceases immediately.
  - Customer shall pay any outstanding fees owed to the Company.
  - **Data Export:** Upon Customer's written request within thirty (30) days following termination, Company will provide Customer with a flat file export of Customer Data collected during the Subscription Term.
  - **Data Deletion:** If requested in writing by the Customer upon termination, Company will use commercially reasonable efforts to delete Customer Data from its production systems within thirty (30) days of the request, subject to legal retention requirements and standard backup procedures.

## 6. Data Ownership and Handling

- **6.1 Customer Data Ownership:** Customer retains all right, title, and interest in and to Customer Data. Company does not acquire any ownership rights in Customer Data.
- **6.2 Company Use of Data:** Company will only access and use Customer Data as necessary to provide, maintain, and support the Service for the Customer, to prevent or address service or technical problems, as compelled by law, or as expressly permitted in writing by Customer.
- **6.3 Aggregated Data:** Company may collect, analyze, and use aggregated, anonymized data derived from Customer's use of the Service for internal purposes like improving the Service, benchmarking, and reporting, provided such data does not identify Customer, its Users, or any individuals.

## 7. Security and Privacy

- **7.1 Company Security Measures:** Company will implement and maintain reasonable administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Customer Data accessible through the Service. These measures are intended to align with industry best practices and principles reflected in frameworks such as the NIST CSF, focusing on preventing unauthorized access, use, modification, or disclosure of Customer Data. (*NIST: Protect*)
- **7.2 Customer Responsibilities:** Customer is responsible for:
  - Maintaining the confidentiality and security of User login credentials.
  - Managing User access to the Service and promptly deactivating accounts for former employees or unauthorized individuals.
  - Ensuring Users comply with the Acceptable Use Policy (Section 8).
  - Promptly notifying Company of any suspected unauthorized access to or use of the Service or Customer Data. (*NIST: Protect, Detect*)
  - Complying with all applicable laws and regulations regarding its collection and use of Customer Data, including student data privacy laws (e.g., FERPA).
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- **7.3 Security Incident Response:** If Company becomes aware of a security breach resulting in unauthorized access to or disclosure of Customer Data under its control, Company will promptly notify the Customer's designated contact, consistent with applicable legal requirements. Both parties agree to reasonably cooperate in investigating and responding to any such incident. (*NIST: Respond*)
- **7.4 Privacy Policy:** Company's collection and use of personal information in connection with the Service is described in the Privacy Policy, available at [<https://public.busconduct.com>] (or updated URL). Customer agrees to the practices outlined in the Privacy Policy.

## 8. Acceptable Use Policy

Customer agrees not to, and to ensure its Users do not:

- Use the Service for any illegal or unauthorized purpose.
- Interfere with or disrupt the integrity or performance of the Service or the data contained therein.
- Attempt to gain unauthorized access to the Service or its related systems or networks.
- Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying ideas or algorithms of the Service.
- Upload or transmit any data that infringes upon any patent, trademark, trade secret, copyright, or other proprietary rights of any party, or that is unlawful, harmful, or violates privacy rights.

## 9. Support and Maintenance

- **9.1 Technical Support:** Company will provide technical support for the Service to a designated Customer contact during Company's standard business hours. Support includes assistance with troubleshooting and usage questions.
- **9.2 Training:** The initial subscription cost includes initial training for the Customer's designated primary contact. If this contact person changes, Company will provide similar initial training for the replacement contact at no additional charge.
- **9.3 Maintenance:** Company may perform scheduled maintenance during off-peak hours, providing advance notice when possible. Emergency maintenance may be required without prior notice.

## 10. Confidentiality

Each party agrees to protect the other's Confidential Information with the same degree of care it uses for its own similar information, but no less than reasonable care. Confidential Information shall not be disclosed to third parties except as necessary to provide or use the Service, or as required by law.

## 11. Intellectual Property

Company retains all right, title, and interest, including all intellectual property rights, in and to the Service, its underlying technology, and any documentation. Customer retains all rights to Customer Data. No rights are granted other than the express license in Section 3.

## 12. Warranties and Disclaimers

- **12.1 Mutual Warranties:** Each party represents and warrants that it has the legal power and authority to enter into this Agreement.
- **12.2 Disclaimer:** EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

## 13. Limitation of Liability

- **13.1 Exclusion of Indirect Damages:** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- **13.2 Liability Cap:** EXCEPT FOR OBLIGATIONS UNDER SECTION 10 (CONFIDENTIALITY), SECTION 14 (INDEMNIFICATION), OR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

## 14. Indemnification

- **14.1 By Company:** Company will defend Customer against any third-party claim alleging that the Service, as provided by Company, infringes a valid U.S. patent or copyright, and will indemnify Customer for damages finally awarded against Customer or agreed in settlement, provided Customer promptly notifies Company of the claim, gives Company sole control of the defense and settlement, and provides reasonable assistance.
- **14.2 By Customer:** Customer will defend Company against any third-party claim arising from Customer's breach of Section 8 (Acceptable Use), Customer's violation of applicable laws related to Customer Data, or Customer's unauthorized use of the Service, and will indemnify Company for damages finally awarded or agreed in settlement, provided Company promptly notifies Customer, gives Customer control of the defense (subject to Company's right to participate with its own counsel at its expense), and provides reasonable assistance.

## 15. Changes to These Terms

Company reserves the right, at its sole discretion, to modify or replace these Terms at any time. If a revision is material (as determined in Company's sole discretion), Company will make reasonable efforts to provide at least thirty (30) days' notice prior to any new terms taking effect (e.g., via email to the designated contact or a notification within the Service). Continued use of the Service after such changes constitutes acceptance of the new Terms.

## 16. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. Any disputes arising under this Agreement shall be resolved in the state or federal courts located in Okaloosa County, Florida (or the nearest federal court district).

## 17. Miscellaneous

- **17.1 Entire Agreement:** This Agreement, including any referenced quotes, invoices, and the Privacy Policy, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements or understandings.
- **17.2 Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
- **17.3 Notices:** All notices required under this Agreement shall be in writing and sent to the addresses listed at the beginning of this Agreement (for Company) or the address on file for the Customer, or via email to designated contacts ([nathan@incwebs.com](mailto:nathan@incwebs.com) for Company).
- **17.4 Relationship:** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship.
- **17.5 Survival:** Sections 4 (Fees, accrued amounts), 5.5 (Effect of Termination), 6 (Data Ownership), 10 (Confidentiality), 11 (Intellectual Property), 12.2 (Disclaimer), 13 (Limitation of Liability), 14 (Indemnification), 16 (Governing Law), and 17 (Miscellaneous) shall survive termination or expiration of this Agreement.

## 18. Contact Us

If you have any questions about these Terms of Use, You can contact us:

- By visiting our website: [public.busconduct.com](http://public.busconduct.com)
- By sending us an email: [nathan@incwebs.com](mailto:nathan@incwebs.com)
- By phone: (888) 874-1878