

SERVICE AGREEMENT
between
BUSPATROL AMERICA LLC
and
BOLTON-ST. JOHNS

THIS SERVICE AGREEMENT (“Agreement”) is made and entered into by and between BUSPATROL AMERICA, LLC, a limited liability company with its principal place of business at 8560 Cinder Bed Road, Suite 100, Lorton, Virginia (“BUSPATROL”) and BOLTON-ST. JOHNS, having offices at 146 State Street, Albany, NY 12207-9211 (“CONSULTANT”) (each a “Party”, collectively, the “Parties”).

1. TERM. This Agreement shall commence on October 1, 2025, (“Effective Date”) and continue for one year until September 30, 2026 (“Initial Term”) unless terminated earlier pursuant to the terms of Article 7, below. After the Initial Term, this Agreement may be extended by mutual agreement of the Parties. Furthermore, this Agreement may be terminated upon thirty (30) days written notice by either Party pursuant to Article 7.

2. SCOPE OF SERVICES. On the terms and conditions hereinafter set forth, CONSULTANT shall provide BUSPATROL with governmental relations services in the State of New York, and will monitor and advocate on state and local legislation and policy matters in an effort to further legislative and policy initiatives in line with BUSPATROL’s business priorities.

3. COMPENSATION. CONSULTANT shall be compensated for a fee of \$7,500 per month. CONSULTANT must submit monthly invoices at the end of each month in which CONSULTANT has provided services. BUSPATROL will reimburse CONSULTANT for any reasonable expenses or costs incurred by CONSULTANT in relation to the provision of services provided that such reasonable expenses or costs are approved in advance and in writing by BUSPATROL. CONSULTANT acknowledges and agrees that CONSULTANT is not entitled to any additional compensation, nor will CONSULTANT be paid any commissions, bonuses, benefits, severance, or termination pay, cancellation fees, or other consideration under this Agreement or for Services rendered.

4. INDEPENDENT CONTRACTOR RELATIONSHIP. The Parties understand, acknowledge, and agree that the CONSULTANT is an independent contractor, and nothing in this Agreement shall be deemed or construed to create, or have been intended to create a partnership, joint venture, employment, or agency relationship between the Parties hereto. As an independent contractor, CONSULTANT shall be responsible for all costs and expenses that CONSULTANT incurs in the performance of this Agreement, including, without limitation, expenses incurred for all Federal, state, and local income tax withholding, Social Security and Medicare taxes, unemployment taxes and insurance, and employee benefits, and CONSULTANT shall defend, indemnify and hold harmless BUSPATROL any and all claims, liabilities and expenses relating to such costs and expenses.

5. COMPLIANCE WITH LAWS. CONSULTANT represents and warrants that all services performed under this Agreement will be carried out in accordance with all applicable federal, state, local and municipal statutes, regulations, laws, ordinances, orders, rules, and other applicable legal authorities, including, but not limited to the following:

- a. Compliance with Ethics and Gift Rules. CONSULTANT shall not incur any expense on behalf of BUSPATROL for gifts that would violate any law or regulation governing expenditures made on behalf of the members, officers, and employees of the legislative and executive branches of state government, local government, or the family members of such members, officers, and employees, as such terms may be defined by New York law. Moreover, CONSULTANT shall not seek reimbursement from BUSPATROL, and BUSPATROL will not reimburse CONSULTANT for any expenses that would be prohibited gifts under such laws or regulations.

CONSULTANT represents and warrants that it, and all individuals providing services to BUSPATROL, has read and understand the rules governing the acceptance of gifts applicable to the legislative and executive branches of New York state government, as well as the rules as they apply to local government officials. CONSULTANT further represents that it will not give any gifts prohibited by these rules, that it will not give any prohibited gifts on behalf of BUSPATROL, and that it shall not seek reimbursement from BUSPATROL for any prohibited gift. Notwithstanding any other provision of this contract, CONSULTANT agrees to indemnify, hold harmless, and defend BUSPATROL in the event that CONSULTANT breaches any provision of this paragraph.

- b. Compliance with Applicable Lobbying Law. CONSULTANT shall be responsible, at CONSULTANT's own expense, for complying with all applicable state and federal laws and regulations governing lobbying, including, but not limited to state registration and reporting requirements for lobbyists and lobbyist principals, which law or rule applies by reason of any service to be performed or activity to be conducted. Unless otherwise agreed to in advance, CONSULTANT shall report all fees paid by BUSPATROL as lobbying expenses. CONSULTANT shall provide BUSPATROL with a draft of any registration or report required for filing pursuant to such state registration and reporting requirements; and said draft shall be submitted to BUSPATROL for approval prior to filing. BUSPATROL agrees to reimburse CONSULTANT for any expenses related to required filing fees.

6. CERTIFICATION. CONSULTANT certifies, on behalf of him or herself and all principals of CONSULTANT's firm that:

- a. All information provided to BUSPATROL with respect to CONSULTANT, CONSULTANT's firm, and this engagement is accurate and complete. CONSULTANT acknowledges and agrees that if any information is found to be inaccurate or incomplete, including information in Article 5, BUSPATROL shall have the right to terminate this Agreement immediately.
- b. CONSULTANT is not entitled to payment of any commission, percentage, brokerage, or other fee (a "Contingent Fee") that is contingent upon securing a contract with any government customer.

7. TERMINATION. After the Initial Term, either BUSPATROL or CONSULTANT may terminate this agreement at any time and for any reason, with or without cause, upon giving thirty (30) days written notice of termination to the other party, in which event the monthly payments shall be adjusted pro rata for any partial month in which the services were or are to be rendered. BUSPATROL may terminate this Agreement immediately on notice to CONSULTANT if any of the following circumstances occurs:

- a. CONSULTANT fails to perform any of the material provisions of this Agreement or so fails to make progress with the services described hereunder as to endanger performance of this Agreement in accordance with its terms;
- b. CONSULTANT breaches any provision of this Agreement;
- c. BUSPATROL comes to know or has reason to suspect that CONSULTANT has breached Article 5 and/or Article 6 of this Agreement; or

8. WORK PRODUCT MATERIAL. For the purposes of this Agreement, all materials produced or created by CONSULTANT in connection with this Agreement shall be the sole and exclusive property of BUSPATROL. Without in any way limiting the applicability of the preceding sentence, CONSULTANT acknowledges that any Work Product Material developed by CONSULTANT for BUSPATROL pursuant to this Agreement is “work made for hire” as defined in 17 U.S.C. § 101 and shall be the exclusive property of BUSPATROL.

9. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION. CONSULTANT acknowledges and agrees that any Confidential Information communicated to or obtained during CONSULTANT’s engagement with BUSPATROL shall not belong to the CONSULTANT but shall be and remain the property of the party owning the Confidential Information. CONSULTANT shall maintain all Confidential Information in strict confidence and take all reasonably necessary measures to preserve the secrecy of all Confidential Information at all times, which shall be in a manner not less stringent than CONSULTANT would use with respect to CONSULTANT’s own Confidential Information. Upon termination of CONSULTANT’s engagement or any prior written authorization, and at any other time upon request, CONSULTANT shall immediately return to BUSPATROL, or other owner thereof, all documents and other materials in CONSULTANT’s possession or that CONSULTANT is capable of obtaining that contain, embody, summarize, discuss, reveal, or are derived from any Confidential Information. For purposes of this Agreement, the term “Confidential Information” shall mean information of any kind (whether or not developed by CONSULTANT) obtained by CONSULTANT at any time in connection with CONSULTANT’s relationship with BUSPATROL under this Agreement.

10. NON-DISPARAGEMENT. Either during this Agreement or after the termination of this Agreement (whether by CONSULTANT or BUSPATROL), CONSULTANT shall not (directly or indirectly and/or personally or on behalf of any person, business, corporation, or entity) undertake any harassing, negative or disparaging conduct directed at BUSPATROL, its shareholders, directors, officers, investors and/or employees.

11. NON-SERVICE OF COMPETITORS. CONSULTANT agrees that during the term of this agreement for a period of twelve (12) months after the termination of CONSULTANT’s engagement for any reason, CONSULTANT shall not, directly or indirectly, provide services to

any other person or entity that is in any way: (i) related to a school bus stop arm safety program; (ii) in competition with BUSPATROL's deployment of its school bus safety programs (including but not limited to BUSPATROL's efforts to secure the cooperation of any school bus operator or provider); or (iii) in competition with BUSPATROL's deployment of its school bus safety programs during the twelve (12) month period preceding the date of the termination of CONSULTANT's engagement.

12. GOVERNING LAW AND VENUE. This Agreement shall be governed by the substantive law of the Commonwealth of Virginia, notwithstanding its choice of law provisions. Any and all disputes arising out of, or concerning, this Agreement shall be resolved exclusively in a federal or state court of competent jurisdiction in Virginia.

13. JURY WAIVER. CONSULTANT agrees to expedite the resolution of any dispute between the Parties by waiving any right CONSULTANT may have to a jury, thereby permitting the matter to be resolved solely by a judge of competent jurisdiction.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto and supersedes all previous understandings, discussions, negotiations, and agreements, with respect to the subject matter herein. No other promises or inducements have been made or entered into by either party. Only a written instrument may modify this Agreement that is signed by each of the Parties.


15. SEVERABILITY. If any provision of this Agreement is stricken for any reason by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue and remain effective as if the stricken provision did not exist.

16. SURVIVAL. The provisions of this Agreement shall survive the termination of CONSULTANT's engagement or association with BUSPATROL, regardless of the reason, and the assignment of this Agreement by BUSPATROL to any successor in interest or other assignee.

[signature page follows]

IN WITNESS WHEREOF, the Parties have duly executed this Service Agreement as of the Effective Date.

BUSPATROL AMERICA LLC:

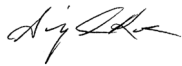

Steve Randazzo (Oct 7, 2025 15:33:05 EDT)

Steve Randazzo, Chief Growth Officer
Oct 7, 2025

Date

Address for Notices:
8560 Cinder Bed Road, Suite 100
Lorton, VA 222079

BOLTON-ST. JOHNS



Name/Title

Oct 7, 2025

Date

Address for Notices:
146 State Street
Albany, NY 12207-9211