

**EXHIBIT A****TERMS AND CONDITIONS**

1. Bus Radio, Inc. (hereinafter "Bus Radio") is a Delaware corporation providing age appropriate programming (the "Content") directly and exclusively to Bus Radio transmission systems installed (the "Radio Equipment") in school buses without charge to the School District or bus owners and/or operators. The School District is also referred to herein as the "Customer".
2. School District has the right to review and comment on the Content. The Content shall be reviewed and approved by Bus Radio's Content Board prior to its transmission. School District has the right to reject the Content at any time if it deems such Content age inappropriate, such rejection to be in the School District's sole discretion, provided, however, that this right shall not be deemed and is not intended to be the right to dictate Content.
3. Bus Radio will enter into an agreement with the bus owners and operators, including any school districts which own and/or operate school buses (the "Bus Company"), in substantially the form attached as Exhibit A-1 (the "Bus Company Agreement").
4. For good and valuable consideration, including, but not limited to, the exclusive right to install the Radio Equipment and provide the Content on all buses serving the School District, Bus Radio agrees to provide the following to the School District:
  - a. Installation and maintenance of Radio Equipment in school buses designated by Bus Radio without charge to Customer;
  - b. Content approved by Bus Radio's Content Board without charge to Customer;
  - c. The right to review and refuse Content provided, however, that such refusal shall only be made with respect to age inappropriateness Content;
  - d. Access to Content posted online; and
  - e. The inclusion of public service and safety messages as part of the Content.
5. For good and valuable consideration, including, but not limited to, the promises and covenants of Bus Radio described above, Customer agrees to provide the following to Bus Radio:
  - a. The exclusive right to provide Content through the Radio Equipment on all buses within the School District, subject to the terms of the applicable Bus Company Agreement, for a term of five (5) years (together with any extensions, the "Term"), which Term shall be extended for successive one (1) year periods unless terminated by either party at least sixty (60) days prior to the end of each extended Term;
  - b. The right to designate which buses will have Radio Equipment;
  - c. The authorizations or directives, as reasonably required by Bus Radio during the Term, to obtain permission and compliance from school bus owners and operators with the terms of the applicable Bus Company Agreement;
  - d. Demographic and other information needed to determine the number of students riding buses and pick-up and drop off times, provided, however, that nothing herein shall require Customer to provide Bus Radio personally identifiable information about any person, in particular about any minor;
  - e. The right to determine the format, timing and delivery of the Content;
  - f. The exclusive right, during the Term, to offer and provide ancillary products and services designed to supplement, upgrade and / or enhance existing systems, including but not limited to after-school, activity and summer programming, bus safety and security screening, and GPS location systems; and
  - g. Prompt notice upon the School District's decision to terminate its relationship with any Bus Company to which Bus Radio is supplying Programming and reasonable cooperation with Bus Radio's efforts to contract with any new Bus Company engaged by the School District.
6. School District shall be entitled, together with any other school districts with which Bus Radio has contracted, to participate in a revenue sharing pool established by Bus Radio (the "Revenue Pool"). The Revenue Pool shall consist of cash in the amount of five percent (5%) of gross advertising sales associated with on-bus programming (the "Pool Amount"). Bus Radio will, in its sole discretion, determine how the Pool Amount is distributed amongst all school districts contracting with Bus Radio according to a formula. The formula shall take into account the length of the contract and duration of the contract relationship with each school district, the number of students in the school district and the usage of the Content as monitored by Bus Radio.
7. Bus Radio shall defend or settle any suit or proceeding brought against School District based upon a claim relating to the Radio Equipment or the Content,

- provided that Bus Radio is notified promptly in writing and is given complete authority to control the defense and is provided all information required for the defense. Bus Radio shall pay all damages and costs awarded against School District, but shall not be responsible for any cost, expense or compromise incurred or made by School District without Bus Radio's prior written consent or for any lost profits or other damage or loss suffered by School District. Notwithstanding the foregoing, Bus Radio shall have no responsibility in connection with claims resulting from any modification or alteration of the Radio Equipment or the Content or for any negligence of School District in connection with the operation of the Radio Equipment. School District agrees to indemnify and hold harmless Bus Radio for any damages and costs resulting from any modification or alteration of the Radio Equipment or the Content or any negligence of School District in connection with the operation of the Radio Equipment.
8. Bus Radio may, at any time, terminate the school district service terms and these terms and conditions with School District. School District may, terminate the school district service terms and these terms and conditions if the Content is, in its reasonable and good faith belief, continually objectionable to the School District. Prior to any termination referred to in the previous sentence, the School District must notify Bus Radio in writing of its objection, provide in such notice a description of the objectionable Content and give Bus Radio thirty (30) days to cure or remove such objectionable Content.
9. Throughout the term of the school district service terms and these terms and conditions and in connection with any termination of the school district service terms and these terms and conditions pursuant to Sections 5(a) or 8, Bus Radio shall retain all ownership interest in the Radio Equipment and any other product installed on any and all school buses and upon any such termination shall retain the right to promptly remove the Radio Equipment or such other product.
10. School District covenants and agrees that it will not reproduce, distribute, copy or in any other way modify or alter the Content.
11. The relationship of the parties hereto shall be that of independent contractors. Nothing herein shall be construed to create any partnership, joint venture, agency or similar relationship, or to subject the parties to any implied duties or obligations respecting the conduct of their affairs which are not expressly stated herein. Neither party shall have any right or authority to assume or create any obligation or responsibility, either express or implied, on behalf of or in the name of the other party, or to bind the other party in any matter or thing whatsoever.
12. These Terms and Conditions and performance of the parties obligations hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
13. School District and Bus Radio each acknowledges that it has read these Terms and Conditions, fully understands them, and agrees to be bound by them and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written between the parties relating to the subject matter hereof. These Terms and Conditions cannot be modified or altered except by a written instrument duly executed by both parties.
14. If any provision of these Terms and Conditions shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. Further, the provision that is held to be invalid, illegal or unenforceable shall remain in effect as far as possible in accordance with the intention of the parties.
15. The failure of School District or Bus Radio to exercise in any respect any right provided for herein shall not be deemed a waiver of any right hereunder.
16. Bus Radio may assign its rights and obligations hereunder without the written consent of School District to a corporation succeeding to substantially all the assets and business of Bus Radio or by merger or purchase of Bus Radio's capital stock, which corporation shall expressly assume all of Bus Radio's obligations under these Terms and Conditions by a writing delivered to School District.