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JUL 1 - 2009

FCC Mail Room

busradio™

June 30, 2009

Marlene H. Dortch, Secretary
Federal Communications Commission
Office of the Secretary
9300 East Hampton Drive
Capitol Heights, MD 20743

Re: MB Docket No. 09-68

Marlene:

Enclosed please find a written response to questions asked by the FCC in regards to MB Docket No 09-68. We have sent this response to Raelynn Remy and would like to file this concurrently with the secretary's office. Please call with any questions

Sincerely,

Michael Yanoff
CEO

No. of Copies rec'd 0
List ABCDE

From: Raelynn Remy
Sent: Wednesday, July 01, 2009 3:56 PM
To: William Caton
Cc: Mary Beth Murphy; John Norton
Subject: BusRadio

Attachments: FCC questions with response 06-29-09.docx; District_agreement 5 yr.doc; Content Review Board Guidelines FINAL.DOC

Bill,
Per our earlier conversation, please associate the email below with the paper filing from BusRadio that will be scanned into ECFS. Thanks so much for your help in this matter.

Raelynn
x2936

From: Michael Yanoff [mailto:myanoff@busradio.com]
Sent: Wednesday, July 01, 2009 3:40 PM
To: Raelynn Remy
Subject: Answers to questions

Raelynn:

Attached please find Bus Radio's response to the questions you sent us. I have also attached a copy of our school district agreement and a copy of our content review board guidelines. We would like to request confidential treatment of the content review board members in accordance with Section 0.459 of the Commission's rules. The attached document has redacted all of their names. We have redacted and are requesting confidentiality with those names for the following reasons:

1) The board was assembled with the specific purpose of creating guidelines content for Bus Radio to follow. After the guidelines were created we dissolved the board.
2) We want to protect these people from any repercussions that can occur from a Bus Radio affiliation. There are some advocacy groups that take it upon themselves to borderline harass people connected to Bus Radio. This would not be fair to these people as we sought their professional expertise to create guidelines and they are not associated with us in any kind of ongoing manner.

We have sent hard copies of all the information to you as well as the Secretaries office. Please let me know if you have any additional questions.

Michael

Michael Yanoff
CEO
BusRadio

160 Gould Street, Suite 201 | Needham MA 02494
Phone 781 453 0700 x201 | Fax 781 444 2391 | www.busradio.com

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William Caton

From: Raelynn Remy
Sent: Wednesday, July 01, 2009 4:02 PM
To: William Caton
Subject: FW: Answers to questions
Attachments: FCC questions with response 06-29-09.docx; District_agreement 5 yr.doc; Content Review Board Guidelines FINAL.DOC

From: Michael Yanoff [mailto:myanoff@busradio.com]
Sent: Wednesday, July 01, 2009 3:40 PM
To: Raelynn Remy
Subject: Answers to questions

Raelynn:

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Student transportation buses have been equipped with AM/FM, cassette or CD radio systems since the mid 1970s. What these units play has been regulated by individual school districts with no guarantees to parents that their children will not be exposed to inappropriate songs, commercials and DJ banter. With BusRadio on board, parents have peace of mind –and not just from the programming. BusRadio goes beyond this by providing vital safety features to school districts, for free, giving hundreds of thousands of students a safer ride to school. Drivers are able keep noise levels down, minimize distractions, and help keep kids safe, seated, well behaved and occupied in a positive way.

Bus Radio, Inc (BusRadio) technology features GPS, driver panic buttons tied directly to local emergency services, and internal and external PA systems.

The centerpiece of BusRadio's network is the Bus Radio Unit (BRU), a CPU-based device installed on the school bus in place of the OEM AM/FM radio. The BRU is custom designed and runs proprietary software specified and programmed by BusRadio and its agents.

The BRU may look like a typical AM\FM radio, but is in fact far more sophisticated.

The BRU is powered by a processor of approximately 500MHz and includes the following primary components:

- WiFi module
- Cellular module
- GPS module
- AM/FM radio
- Audio amplifier
- Audio switch
- User interface comprising a main knob, 6 buttons, and display
- Debugging port/memory port
- 4-pin microphone port
- Embedded "ambient microphone" and "speakerphone" speaker
- Rear-facing USB port
- Front-facing USB port
- On-board solid state storage
- Slot for optional and removable memory
- Hand-held CB style microphone with independent volume control

Describe the technical process by which BusRadio transmits programming from its programming facility to the BusRadio units onboard school buses.

BusRadio programming is made up of audio assets and playlists. Assets are individual audio components and include music, DJ breaks, Public Service Announcements (PSAs), school bus safety messages, promotions and advertisements. Playlists are instruction sets that the BRU interprets to generate the audio stream.

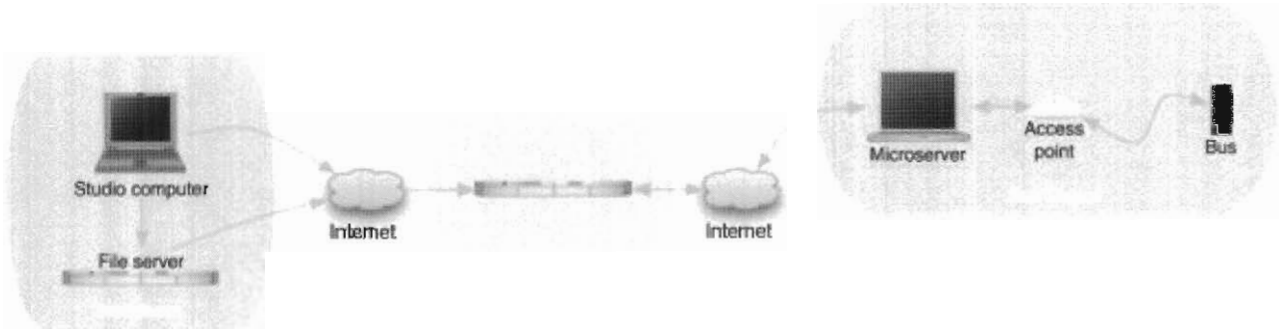

Figure 1 - The layout of the BusRadio transmission architecture.

Assets and playlists are inserted into the system at BusRadio corporate headquarters in Needham, MA. They are then synchronized over a secure internet link to co-located servers in Marlborough, MA for processing and transit. From there, assets and playlists are moved over the internet via an encrypted tunnel to the microservers which, over an encrypted Wi-Fi link, distribute the programming to buses parked in depots.

Simultaneously, operational data is offloaded from the buses to the microservers and ultimately back to the servers in Massachusetts, via the same secure Wi-Fi\ internet network.

Internet connections vary in type across the BusRadio network. The current and planned network utilizes DSL, satellite, cable, and existing school Internet options.

Describe the technical process by which BusRadio provides GPS service for the buses it services.

The BRU has both an integrated GPS receiver and embedded cellular modem. The GPS receiver computes location information every 15 seconds while the bus is running and the BRU logs this data. There are two ways to offload the GPS data from the BRU to our servers:

- Data is downloaded to our main server every day during a nightly update via Wi-Fi
- Data can be transmitted via the BRU's embedded cellular modem, provided a persistent cellular data connection can be achieved.

These retrieval methods enable BusRadio to offer distinct types of GPS services including:

- Real time GPS tracking
- Historical GPS often referred to as "end-of-day" GPS
- Bus stop proximity notification, a consumer application of real-time tracking

Real Time GPS Tracking

The location of any bus is available in "real time" via the GPS data collected from the GPS receiver in the BRU, sent live to the BusRadio GPS server. The same basic web-based interface is used to provide the location of a bus displayed on Google maps. The BusRadio live GPS system is also administered via the same web-based tool as the Historical GPS system

Historical GPS

Data from the BRU is collected and stored through internal memory every 15 seconds. This data is collected every day while the bus is running and is uploaded to the BusRadio server every night via the Wi-Fi link and is then made available for next day review via the BusRadio GPS web-based interface. The historical data can be displayed via Google maps as the route taken by a bus during the previous day. The location of the bus can be displayed at any desired time during the route. The data can also be displayed as a list of stops including the time of each stop. The historical GPS system is administered through the BusRadio website where depot managers or any appropriate, authorized personnel can access it with a secure user name and password.

Bus Stop Proximity Notification (aka MyBusAlert)

MyBusAlert is a derivative application of Real Time GPS tracking. Bus Radio can provide notification to parents about when their child's bus will be arriving at the stop. Any parent wishing to sign up for the parent notification system must first be screened for approval by their child's school who can verify that the applicant is indeed a real parent. Once approved for membership, the parent will be given an online account where they can enter their bus stop address, email address and the telephone number at which they would like to receive the arrival notification. Parents are given the option of notification by text message, email or voice call. The notification will indicate the bus is on time or provide an estimated time to arrival. MyBusAlert has been beta tested in several communities, but is not currently available.

As a side note, BusRadio's GPS data has played a crucial role in busing incident investigations, including accident reconstruction.

Describe BusRadio's "panic button" service and the technical process by which this service is provided to buses.

Each BusRadio Unit (BRU) is equipped with the ability to dial 911 in the event of an emergency, referred to as the "emergency panic button" (EPB). The only function of the panic button is to dial 911 using an embedded cellular modem so that the BRU can be used to communicate with a 911 operator as if it were a phone receiver.

To activate the "panic button" on the BRU, the user must press the first and sixth buttons on the front panel in any mode and hold them for approximately 1 second. The 911 call is then placed over a cellular connection using the embedded cellular modem and the call can be heard over the speakers in the bus as well as from a small speaker in the front panel of the BRU. There is also a small microphone in the front panel of the BRU for hands-free communication.

If the bus driver, or anybody on the school bus, then picks up the PA microphone and keys the button, the input to that microphone is routed through to the call. This enables 911 operators to maintain bi-directional communication with the bus driver.

A more detailed functional and technical overview of the panic button is provided in the following table:

	Functional Overview	Technical Overview
1	A user presses the first (red) and last (sixth) buttons on the faceplate simultaneously	The BRU receives the input that buttons 1 and 6 were pressed simultaneously
2	The BRU initiates a 911 call The screen displays the words "dialing 911"	The Sierra Wireless EM5625 cellular modem (whether activated or deactivated) is turned on and sent an AT command to dial 911
3	Once connected, the 911 operator's voice is heard through the speaker on the BRU faceplate and the screen indicates "connected"	The 911 phone call is connected
4	The user speaks into the BRU faceplate to communicate with 911 operators as in a traditional emergency telephone call.	The phone call audio is directed to the front panel speaker Sounds received by the front panel are transmitted back
5	Once the call is ended, the BRU will return to the screen that immediately preceded the panic call	

Note: No incoming calls are accepted. 911 operators are not be able to call the BRU back following the end of the call

Describe the technical process by which BusRadio provides internal and external public address systems on the buses it services.

The BusRadio PA microphone operates in a similar way to PA microphones that are already installed on many buses. There is a four-pin PA microphone input jack on the face of the BRU where the driver's microphone can be attached. Any input to this microphone (when it is keyed) will override the audio and amplify the bus driver throughout the bus. Accompanying this jack is an "inside/outside" switch that will allow the audio from the microphone to be routed either to the internal amplified speakers of the bus, or to an externally mounted "bull-horn". The microphone is supplied by BusRadio and has its own volume control on it.

When the microphone key switch is pressed, the BusRadio playlist pauses or the AM\FM broadcast is muted, and the input to the microphone is amplified and sent to the bus speakers. If there is no BusRadio playlist running or AM\FM playing, then the microphone is simply routed to the speakers.

If a bus is equipped with an external public address system, "a bull-horn", then the BRU can route the PA microphone to the external bullhorn. This is achieved by depressing the microphone key to activate the internal public address system and then by pressing the Volume\Mute knob to switch output from the internal bus speaker to external bullhorn.

State whether BusRadio holds any FCC licenses or authorizations in order to provide BusRadio service, and, if so, identify the licensee and type of license/authorization

BusRadio does not hold any FCC licenses. In a June 6, 2006 conversation with Mr. Peter Doyle of the FCC, he explained that the FCC did not have jurisdiction over BusRadio as its delivery method was via Wi-Fi and not public airwaves. BusRadio is fully compliant with all its other license requirements including those for the music it plays from all required entities i.e. music labels, ASCAP, SESAC, BMI, Harry Fox, and Sound Exchange. BusRadio has always sought legal council to ensure it is fully compliant with all obligations related to operations.

Describe BusRadio's policy, if any, for responding to subscriber/listener requests to remove particular programming

BusRadio has developed a system for addressing any and all feedback from listeners, school officials and parents. If the feedback we receive involves a request to remove a particular piece of programming our procedure is straightforward. We first try to get as much information as possible from the person making the request. Requests are then divided into two separate classifications (A) Student Request and (B) Adult request, which has always been a school official, bus driver or parent. The first thing we do with all content inquires is determine if the content in question did in fact come from BusRadio. There have been times when a content removal request has been registered only to find out later that the person making the request heard the content in question on FM radio or some other audio distribution platform.

We can determine this due to the detailed programming logs we keep and the fact that our programs are pre-recorded so there is no chance of an inappropriate "off the cuff" comment. If the content in question did not originate from BusRadio we do our best to contact the person that made the request so we can explain where they may have heard it.

If the programming element in question did originate from BusRadio and a district wishes to remove that from all future playlists for reasons personal to that district, BusRadio is able to regionalize its programming and remove the content from that school district while still playing it in others.
If appropriate, we will contact the person that made the removal request to update them on their school department's decision. It should be noted that in these very rare instances, the content in question has never contravened our appropriateness guidelines or been played 'by mistake.'

BusRadio also receives content removal requests from students at times. These are of a different nature as students are more focused on what songs they like or do not like. This feedback is critical to BusRadio's programming department and is used to modify and improve the show on a daily basis.

State whether AM\FM programming that is played on BusRadio unit is interrupted periodically by bus radio promotions. If so, explain the technical process by which such interruptions are accomplished.

AM\FM programming is not currently interrupted by BusRadio programming.

BusRadio has in the past field-tested a technological upgrade that would allow any BRU audio output (BR programming, AMFM or even if the unit is switched off) to be overridden under predetermined conditions or in emergency situations to broadcast messages.

The specifics to this test are as follows:

On 17 Mar 2009, every 15 minutes between 6AM and 9AM or 1PM and 4PM (local time) if AM or FM audio was being played, the BRU automatically switched from AM\FM mode to BusRadio mode, played a brief message and then auto switched back to AM\FM play.

The following sequence of events detail the technical process:

The AM/FM audio fades down to zero volume.
The playback mode is automatically switched from AM\FM to BusRadio
A BusRadio message consisting of a short audio clip played
At the end of the announcement, the playback mode is automatically switched from BusRadio back to AM\FM
AM/FM audio returns

This affected each radio individually, and did not affect the broadcast of the AM/FM program, only its presentation on that specific BRU. AM\FM content is not stored, manipulated or altered in any way.

This field test was completed on 15April 2009.

State whether bus radio subscribers are required to listen to programming for a requisite amount of time per day or per week (or whether such subscribers can turn off the service at their discretion).

Drivers are not required to play BusRadio programming for students for any requisite amount of time or at all. However, as stated in section 4 (g) of the agreement (see attached) we ask school districts to use best efforts to ensure that the radio equipment is used on a regular basis.

When a bus is started, the BRU powers on, but requires driver action before any audio is produced. BusRadio programming is available on all buses. AM\FM is available to drivers where district policy allows and disabled for schools that do not find AM\FM appropriate. Once audio programming (BusRadio or AM\FM) is selected, audio can be muted at any time via a simple push of the prominent volume\mute knob.

A radio on a school bus has proven to reduce the noise levels since the majority of the students will lower their voices to listen to the music. BusRadio believes that if it provides a compelling show, drivers and students alike will voluntarily choose to listen to BusRadio programming, hence we do not stipulate minimum play times.

State whether interested parties are able to obtain advanced playlist or hear programs before being heard by listeners. If so, describe the process such programs or playlists may be obtained in advance.

BusRadio offers anyone the ability to listen to the entire program that has been downloaded to the bus that day, via the internet, at any time by going online to: www.busradioparents.com.

BusRadio would consider all formal requests for song catalogue playlists, should such a request ever be made

State whether BusRadio maintains archives of past broadcast, and if so, how such broadcasts may be obtained.

BusRadio stores show logs, playlists and audio assets on our servers for the entire school year that can be rendered into an mp3 of the exact show that was broadcast on any given date for any grade level.

Requests of this nature typically come through our School Operations Dept and an mp3 or CD of the archive would be provided. In addition to this, all complete shows can be heard daily on the parents' page at www.busradioparents.com

Formal requests for this data are accepted in any form and are always granted.

Describe the process, if any, by which BusRadio determines whether particular programming (including music, commentary and commercials) is "age appropriate" for its listeners.

Age appropriateness is a challenging and often subjective definition.

There is no independent organization that rates music based on it appropriateness for a specific age group despite other popular mediums such as television, movies, and video games having widely recognized age rating systems.

BusRadio's first step to setting its own guidelines was to hire responsible programming professionals that understand and appreciate the seriousness of BusRadio's responsibility to parents and school districts.

Next, BusRadio assembled an independent Content Review Board. The Board's charter was to develop methods and guidelines by which all content could be reviewed to determine age appropriateness. We believe the guidelines created have served us well. The most practical steps of the process include the following:

All songs, PSAs and Commercials are reviewed carefully before being considered for airplay. For music, BusRadio receives the FM radio versions of songs from record labels and then proceeds with a 3-step review process performed by two separate individuals.

This 3-step process is as follows: Listen, Read and Refuse. All steps are conducted by our experienced programming staff and overseen directly by VP of Programming.

We **Listen** to all songs carefully for any inappropriate lyrics, sexual noises, or any sounds that could be distracting to drivers (fire sirens, tires screeching, etc) In some cases we make a BusRadio "edit". We do not "bleep" out words. In some instances, if we can completely remove a few words and the rest of the subject matter is appropriate, we will consider the song for airplay.

We **Read** all lyrics to all songs by two members of staff to double check for inappropriate words and/or subject matter.

We **Refuse** to play any song that qualifies as "inappropriate subject matter" according to the BusRadio Content Review Board Guidelines. This includes references to:

- Assault and other violence
- Criminal acts
- Gang activity
- Guns and other weapons
- Disrespect
- Drugs, alcohol and smoking
- Swear words
- Racial, religious and sexual slurs or other prejudice
- Sexual innuendo

Sponsorship messaging is reviewed in a similar manner. Existing age ratings for products, services and media are heavily factored. For Example a "PG-13" rated movie would not be deemed an appropriate sponsor for elementary or middle school programming, but would be considered for the high school audience.

Explain the process, if any, by which BusRadio determines what programming is appropriate for mixed age groups.

Bus Radio defines mixed age groups as follows:

Elementary School Children: Age mix is between 6 and 11 (Girls and Boys)
Middle School Children: Age mix is between 12 and 14 (Girls and Boys)
High School Children: Age mix is between 15 and 18 (Girls and Boys)

First, it is important to understand that our hardware has three distinct menu buttons which are all clearly marked for each grade level (High School Show, Middle School Show, Elementary School Show). The driver chooses the appropriate show depending on which grade level is riding the bus. Question 11 describes in detail, the process for determining which content is appropriate for which grade level.

A mixed group audience occurs when one or more of the age levels described above are present on a bus together. While this is not prevalent in the BusRadio network, it does exist. In these instances, BusRadio leaves protocol up to the district, in the same way that each district creates its own policies for AM/FM usage. BusRadio provides three age-tiered shows and suggested age ranges that they are suitable for; enforcement is the district's responsibility.

Provide a copy of the form contract BusRadio uses when agreeing to furnish service.
Sample template of agreement

State whether BusRadio monitors the amount of time that individual buses are listening to BusRadio programming. If so, state the reason for such monitoring.

The BRU is monitored for operational effectiveness along many dimensions. Every night, the BRU uploads performance data to our servers for diagnostic and performance evaluation. Data includes GPS, basic operational diagnostic logs, and playback history.

Playback history includes a time-stamped record of every asset that plays, use of AM\FM, use of PA system, mute\unmute, and volume selection.

This information is helpful in many ways to different personnel.

Transportation Directors are now able to know what is being played\heard on their buses. Until BusRadio, there was no way for school officials to know what drivers chose to play on the radios that are in a majority of US buses.

School Officials are able to use these reports to address bus driver behavior and assuage parental concerns that their child may be exposed to inappropriate programming. Our listenership reports indicate total minutes a driver played BusRadio and the total minutes terrestrial radio stations were played.

In addition to providing BusRadio programming and safety features free of charge to schools, BusRadio shares a portion of its revenue with schools. As stated in section 5 of the district agreement, usage of the content or listenership is a factor for calculating a district's share of revenue.

Playback information is also necessary to ensure compliance under BusRadio's licensing contracts with music labels and associated parties as well as compliance with agreements to air public service announcements and sponsorships.

What, if any, precautions has BusRadio instituted to ensure that bus drivers are not distracted by BusRadio programming

A major cause of accidents happen because drivers are distracted by student activity. BusRadio allows drivers to concentrate on driving, not disciplining students. This happens because the music we play engages students and entertains them in a positive way, reducing the need for them to entertain themselves and potentially become out of hand.

Drivers also have the use of a PA system with BusRadio. This means that drivers no longer have to shout to be heard or repeat themselves. As the PA system shuts off the music when in use, students hurry to obey their driver and return to the programming. In this way, BusRadio is a behavioral aide to drivers and reduces distractions. As the programming itself is designed for students and not drivers, their attention is not drawn to it in the way students are. BusRadio programs any safety tips and songs aimed at drivers right at the start of the show when students are not yet on board.

BusRadio adheres to all state, local and school-level legal requirements regarding speaker placement on buses.

BUS RADIO

SCHOOL DISTRICT AND BUS SERVICE TERMS

CUSTOMER INFORMATION

_____
SCHOOL DISTRICT

_____
BUS COMPANY NAME
(if applicable)

_____
MAILING ADDRESS

_____
CITY / TOWN STATE ZIP CODE

AUTHORIZED AGENT

_____
NAME TITLE

_____
PHONE NUMBER EMAIL ADDRESS

TOTAL NUMBER OF TYPE C and D BUSES: _____

ESTIMATED NUMBER OF CHILDREN TRANSPORTED: _____

TIMELINE FOR LAUNCH: _____

DATE OF CONTRACT: _____

By signing below (i) the parties herein acknowledge that each has read and understands the Terms and Conditions attached as Exhibit A, which are incorporated herein by reference, (ii) each of School District and Bus Radio agree to abide by such Terms and Conditions, and (iii) the signatory warrants that he or she has the authority to so acknowledge and agree.

_____
School District/Customer

By:_____
Name:
Title:

BUS RADIO

By: _____
Name:
Title:

Initial Here:_____

EXHIBIT A

TERMS AND CONDITIONS

1. Bus Radio, Inc. (hereinafter "Bus Radio" or "BR") is a Delaware corporation providing age appropriate programming (the "Content") directly and exclusively to Bus Radio transmission systems and related equipment installed (the "Radio Equipment") in school buses owned and bus depots operated by the School District without charge to the School District. For purposes of this agreement, the Radio Equipment installed may include, without limitation, a bus player, global positioning system, amplifier, user interface, antenna, wires, speakers, Wi-Fi equipment, internet connectivity devices and/or all other things as BR may deem necessary in its discretion to ensure the proper working of said equipment. The installation of the Radio Equipment shall be done exclusively by BR (or its agents) in its sole discretion, in a manner that shall not interfere with the operation and safety of the vehicle or the operation of the depots. 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 comply with Bus Radio's Content Board policies 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. 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 and depots 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.

4. 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 and at all depots within the School District and any or all buses owned and operated, and depots operated, by the School District 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 and/or depots will have Radio Equipment;
   c. 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;
   d. The right to determine the format, timing and delivery of the Content;
   e. The 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;
   f. Prompt notice upon the School District's decision to use a bus company not owned and operated by the School District or 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.
   g. The use of Customer's best efforts to ensure that the Radio Equipment is used on a regular basis; and
   h. Notification of the failure, disrepair or non-functioning of any of the Radio Equipment to Bus Radio in a timely fashion. In addition, in the event that School District determines that Radio Equipment interferes with the proper operation of the vehicle, it shall immediately report such to Bus Radio in writing. Any required repairs, replacement or modifications to or of the Radio Equipment shall be made at Bus Radio's sole cost and expense.

5. 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

Initial Here:_____

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.

6. School District agrees that it shall not in anyway alter, modify or remove the Radio Equipment from any vehicle or depot nor shall it utilize the Radio Equipment or the media content being transmitted through the Radio Equipment in any manner other than as specifically authorized by Bus Radio in writing. School District shall insure that, to the extent reasonably possible, the Radio Equipment installed in its vehicles is secure when the vehicles are not being used. If any vehicle's Radio Equipment is required to be operated by the driver then School District shall instruct its drivers on its policies with respect to the operation of the Radio Equipment. Bus Radio shall provide any instruction to School District for any functions that may be performed by bus drivers or other personnel of School District, if any. In the event that Bus Company alters or removes the Radio Equipment or acts negligently in the operation or safekeeping of the Radio Equipment, Bus Radio shall have the right, in its sole discretion, to remove the Radio Equipment from School District's vehicles and depots and immediately terminate the arrangement between the parties evidenced by these Terms and Conditions. School District covenants and agrees that it will not reproduce, distribute, copy or in any other way modify or alter the Content.

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 has the right to terminate the agreement between the parties evidenced by these Terms and Conditions at any time and for any reason by providing written notice to School District, which termination shall be effective thirty (30) days after the date of such notice. School District may terminate the school district service terms and these terms and conditions any time 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. EXCEPT FOR THE WARRANTIES WITH RESPECT TO PROGRAMMING EXPRESSLY SET FORTH HEREIN, BUS RADIO MAKES NO WARRANTIES WITH RESPECT TO THE RADIO EQUIPMENT OR THE PROGRAMMING PROVIDED HEREUNDER. THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE RADIO EQUIPMENT OR THE PROGRAMMING. In no event shall Bus Radio be liable for loss of profits or indirect, special, incidental, or consequential damages arising out of any breach of these Terms and Conditions or the obligations of these Terms and Conditions. School District's exclusive remedy, and Bus Radio's total liability, in contract, tort or otherwise, arising out of or in any way connected with the arrangement between the parties evidenced by these Terms and Conditions or any of the Radio Equipment or the Programming provided hereunder, shall be the correction, repair or replacement of any defective Radio Equipment.

10. 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 4(a) or 8, Bus Radio shall retain all ownership interest in (i) the Radio Equipment, (ii) any other product installed on any and all school buses or depots, and (iii) all related material, including, without limitation, information and data derived through the operation of the Radio Equipment. Upon any such termination of this agreement, Bus Radio shall retain the right to promptly remove the Radio Equipment, such other product and related materials. School District agrees to make its vehicles and access to its depots available to Bus Radio for the removal of the Radio Equipment, such other product and related materials.

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

Initial Here:_____

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 State 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. School District may not assign its rights and obligations hereunder in whole or in part without the prior written consent of Bus Radio.

17. Notices to either party under or relating to these Terms and Conditions shall be in writing to the address indicated on the first page of this agreement, or to such subsequent address as either party may specify by notice to the other, and shall be deemed effective when received, or on the second day following the date of postmark if sent by prepaid certified mail, return receipt requested.

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BUS RADIO

FINAL

Content Guidelines

This document outlines content guidelines for the Bus Radio national radio program that plays on schools buses across the United States. These guidelines were developed by a Content Review Board that includes respected leaders in the fields of child psychology, education, publishing and music programming. Content Review Board Members are:

[redacted]

Overall Content Guidelines

Bus Radio will...

- Refrain from any content that qualifies as "inappropriate subject matter" according to the Content Review Board. This includes references to:
  - Assault and other violence
  - Criminal acts
  - Gang activity
  - Guns and other weapons
  - Disrespect
  - Drugs, alcohol and smoking
  - Swear words
  - Racial, religious and sexual slurs or other prejudice
  - Sexual innuendo

- Avoid content that is political or partisan

- Strive to play content that educates, entertains and positively impacts kids

- Remove any content that is deemed questionable by a parent, school official or other interested party

- Encourage commercial sponsors to deliver positive, socially responsible messages

- Carefully screen content of all advertisements to ensure messages and subject matter are appropriate (e.g. no commercials for unhealthy fast food)

- Update Public Service Announcements regularly to reflect the most current issues facing children

- Play only music that has passed the rigorous Music Review Process

- Post these content guidelines on the company's web site

Music Review Process

1. Bus Radio reviews all CD packaging for printed lyrics and Parental Advisory stickers. The Parental Advisories are much more lenient than Bus Radio's standards, but they are a helpful warning. Bus Radio also reviews packaging on all "Promo Only" and record company advance CDs. They contain content warning markings and specify whether a cleaner edit is available.

2. Bus Radio listens carefully to potential songs for the play list twice, from start to finish. Bus Radio listens for curse words, sexual

innuendo/noise, references to violence, and other inappropriate subject matter.

3. Bus Radio listens to the song again while reading the lyrics to double check step two. Once Bus Radio confirms a song is clean from start to finish, after it passes the first two steps, we submit it to our system for airplay on the appropriate Bus Radio channel.

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