

Contract for
Transit Scheduling System

NDOT Request for Qualification #R207-20

Between

City of Grand Island

and

Routematch Software, LLC

Contents

1. Master Agreement
 - a. Costs
 - b. License Agreement
2. Request for Qualification #R207-20 Transit Scheduling System with Addenda
3. Contractor's proposal and submitted documents

MASTER AGREEMENT

THIS MASTER AGREEMENT ("Agreement") is entered into on ("Effective Date"), between Routematch Software, LLC (the "Contractor"), and City of Grand Island (the "Transit Agency") (collectively the "Parties"). The Parties mutually agree as follows:

A. GENERAL

The Contract shall incorporate the following documents:

1. Request for Qualification #R207-20 Transit Scheduling System (the "Solicitation") Section II through Section VI and Addenda;
2. Amendments to the Solicitation;
3. Questions and Answers to the Solicitation;
4. Contractor's proposal (Solicitation and properly submitted documents);
5. Master Agreement (this document);
6. Exhibits to the Master Agreement;
7. Amendments/Addendums to the Master Agreement; and,

These documents constitute the entirety of the Contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Master Agreement with the most recent dated amendment having the highest priority, 2) executed Master Agreement and any attached Addenda, 3) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Contract submitted Proposal.

Any ambiguity or conflict in the Contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska (the "State").

B. NOTIFICATION

Each Party to this Contract shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

If to Contractor:
Routematch Software, LLC
1230 Peachtree Street, Suite 2800
Atlanta, Georgia 30309
Attn: Legal

If to Transit Agency:
Ms. Charley Falmlen, Transit Program Manager
City of Grand Island,
1016 Diers Avenue, Suite 119
Grand Island, NE 68801
308.646.6571

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

C. BEGINNING OF WORK

The Contractor shall not commence any billable work until a valid Contract has been fully executed by the Transit Agency and the Contractor. The Contractor will be notified in writing when work may begin.

D. ACCEPTED CHANGES TO SOLICITATION SECTIONS II THROUGH VI

In the Contractor's proposal the following changes were requested and approved. Only the following changes are approved.

1. **RFQ Section II O. Indemnification subsection 2 Intellectual Property** is replaced with the following:

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the purchasing Transit Agency gives the Contractor prompt notice in writing of the claim, reasonably cooperates with the Contractor in the defense of such claims, and allows the Contractor to control the defense thereof and/or any related settlement negotiations. The Contractor may not enter into any settlement of an infringement claim that would create a financial obligation on the Transit Agency or constitute an admission of liability by the Transit Agency without the Transit Agency's prior written consent.

If a judgment or settlement is obtained or reasonably anticipated against the purchasing Transit Agency's use of any intellectual property for which the Contractor has indemnified the purchasing Transit Agency, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the purchasing Transit Agency's behalf to provide the necessary rights to the purchasing Transit Agency to eliminate the infringement, or provide the purchasing Transit Agency with a non-infringing substitute that provides the purchasing Transit Agency the same functionality. If it is not possible in the Contractor's sole discretion is not economically feasible for the Contractor to so procure such right or so replace or modify the Software, require the return of the Software and upon such return repay to the Transit Agency the unused portion of the applicable license fee amortized over a five (5) year period from the Effective Date and any annual technical support fees paid by the Transit Agency for the remainder of the then current Term for such technical support services. The Transit Agency shall have no obligation for any claim based on the Transit Agency's modification of the Software or the Transit Agency's unauthorized use of the Software, including, but not limited to, the combination, operation or use of the Software with any product, data or apparatus not specified or provided by the Contractor. THIS PARAGRAPH STATES THE CONTRATOR'S ENTIRE OBLIGATION TO THE TRANSIT AGENCY WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

2. **RFQ Section II O. Assignment, Sale, or Merger** is replaced with the following:

Upon advance written notice, the Contractor may assign this contract to a parent, subsidiary purchaser or any other successor of and to the business related to this contract. This contract shall be binding upon and shall inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns. The Transit Agency may assign the contract upon mutual written agreement of the Contractor. Such agreement shall not be unreasonably withheld.

3. **RFQ Section II R. Confidentiality** is replaced with the following:

During the course of this relationship, it may be necessary or convenient for a Party to divulge Confidential Information (as herein defined) to the other Party. The following shall apply: (a) The term "Confidential Information" means all non-public information that: (i) either Party designates as being confidential information in connection with the disclosure of such information; or (ii) are of a sensitive or proprietary nature, including without limitation negotiations in progress, terms of agreements, financial data, customer lists, advertising, marketing and promotional plans, and business partner lists, including but not limited to trade secrets; and (iii) is protected from disclosure under applicable state law. (b) Confidential Information shall not include any information that (i) is at the time of disclosure or subsequently becomes publicly available without a Party's breach of any obligations owed to the other Party; (ii) becomes known to a Party prior to disclosure of such information to a Party; (iii) becomes or became known to a Party without a breach of an obligation of confidentiality owed to the other Party; or (iv) is independently developed by a Party. (c) The receiving Party shall retain in strict confidence all of the disclosing Party's Confidential

information during the term of this agreement and for three years thereafter. Notwithstanding the foregoing, the receiving Party shall maintain the confidentiality of any trade secrets for so long as such Confidential Information is deemed a trade secret under applicable law. (d) Notwithstanding the foregoing restrictions, the receiving Party may use and disclose any Confidential Information to the extent required by an order of any court or other governmental authority, but in each case only after the disclosing Party has been so notified and has had the opportunity, if possible, to seek and obtain reasonable protection for such information in connection with such disclosure. (e) All Confidential Information shall remain the exclusive property of the disclosing Party and no license or similar rights of any kind shall be or be deemed to have been created or implied by this Agreement, except as otherwise expressly set forth herein. (f) The provisions of this Section shall survive and be enforceable beyond the termination or completion of this Agreement for the period set forth in this Section; (g) To the greatest extent possible under applicable state law, the Transit Agency shall treat the Confidential Information as confidential and protect it from release to the public.

All Confidential Information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

4. RFQ Section II T. Contract Closeout is replaced with the following:

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the purchasing Transit Agency, unless the Transit Agency is in material breach of this Agreement;
2. Transfer ownership and title to all completed or partially completed deliverables to the purchasing Transit Agency, unless the Transit Agency is in material breach of this Agreement;
3. Return to the purchasing Transit Agency all Transit Agency's information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the purchasing Transit Agency have no legal claim. Any additional Products or Services outside the scope of this Contract will be invoiced at the Contractor's standard rates will be contracted for separately and invoiced at the Contractor's standard rates.

5. RFQ Section IV I. Ownership of Information and Data / Deliverables is replaced with the following:

The State or the purchasing Transit Agency shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State or of the purchasing Transit Agency which is prepared specifically pursuant to this contract and excludes Contractor's preexisting proprietary software and supporting documentation.

The State or the purchasing Transit Agency shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

6. RFQ Section IV R. Disaster Recovery/Back Up Plan is replaced with the following:

The Contractor shall have a disaster recovery and back-up plan, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

E. PROJECT SCOPE AND REQUIREMENTS

Transit Agency is purchasing the following items under Contractor's (Advanced/Basic) proposal in response to the Solicitation. Transit Agency is purchasing the components, along with associated items as listed in Exhibit A: Cost Tables.

Contractor identified the following applicable exceptions to or variations from the technical requirements in Contractor's response to the Solicitation. These are accepted as part of this Contract. If Contractor response was that an upgrade, meeting technical requirements, would be available at a later date, that is specified below. If these timeframes are not met, Transit Agency is directed to notify State.

F. LICENSE AGREEMENT

The license agreement(s) between Contractor and Transit Agency are attached as Exhibit B and made a part of this Contract.

IN WITNESS WHEREOF, the Parties have executed this Contract on the 10th day of March, 2021

TRANSIT AGENCY

ROUTEMATCH SOFTWARE, LLC

By: Roger H. Steele
(Name and title) Mayor

By: Kim D. J. Deputy Corporate Secretary
(Name and title)

ATTEST:

By: RaNaee Edwards
(Name and title) City Clerk

By: Kristin Davis Corporate Secretary
(Name and Title)

Attachments:
Exhibit A: Cost Tables
Exhibit B: License Agreement(s)

Stacy R. Nankoff
Interim City Attorney

**EXHIBIT A
COST TABLES**

Cost Proposal Summary							
Category	Startup	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Initial System Planning and Design	\$10,076						\$10,076
Initial System Implementation and Training	\$10,998						\$10,998
Annual System Maintenance and Support		\$46,515	\$21,324	\$21,324	\$21,964	\$21,964	\$133,090
Total	\$21,074	\$46,515	\$21,324	\$21,324	\$21,964	\$21,964	\$154,164

OPTIONAL CAPABILITIES: Customer App Costs							
Category	Startup	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Price	\$15,000	\$10,150	\$3,979	\$3,979	\$3,979	\$3,979	\$41,066

OPTIONAL CAPABILITIES: Cellular Data (Excludes Startup Costs as CRANE already owns the devices, But increases annual per vehicle fee, from \$180 to \$336, to accommodate CRANE's requirement for upgraded Navigation App)							
Category	Startup	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Price	\$0	\$4,368	\$4,368	\$4,368	\$4,368	\$4,368	\$21,840

TOTAL PRICE : Cost Proposal Summary PLUS Customer App Costs							
Category	Startup	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Initial System Planning and Design	\$10,076						\$10,076
Initial System Implementation and Training	\$10,998						\$10,998
Annual System Maintenance and Support		\$61,033	\$29,671	\$29,671	\$30,311	\$30,311	\$180,996
Total	\$36,074	\$61,033	\$29,671	\$29,671	\$30,311	\$30,311	\$217,070

<i>Partnership Discount</i>	<i>-\$6,074</i>	<i>-\$10,276</i>	<i>-\$3,979</i>	<i>-\$3,979</i>	<i>-\$3,979</i>	<i>-\$3,979</i>	<i>-\$32,266</i>
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CONTRACT TOTAL	\$30,000	\$50,757	\$25,692	\$25,692	\$26,332	\$26,332	\$184,804
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System Planning and Design Costs Worksheet					
Costs for this phase should include labor, travel, and any other costs associated with development of the System Deployment Document, the System Acceptance Plan, and the System Maintenance and Support Plan.					
Cost Elements	Base Cost	Per-User	Per-Vehicle	Per-Annual Trips	Total Cost
Unit Value	N/A	1 user	1 vehicle	10,000 trips	
Unit Count	N/A	3	13	0.5	
Base or Per-Unit Cost	\$10,076				
Base or Extended Cost	\$10,076				\$10,076
<i>Line Item Component Costs</i>					
Deployment Plan	\$4,876				
Acceptance Test Plan	\$2,600				
Maintenance and Support Plan	\$2,600				
Other Costs (Describe)					

Initial System Implementation Costs

Costs for this phase should include labor, equipment, travel, and any other costs associated with system deployment and integration, purchase and installation of devices for reading fare media if applicable, system documentation, initial and follow-up onsite training, and completion of acceptance testing.

Cost Elements	Base Cost	Per-User	Per-Vehicle	Per-Annual Trips	Total Cost
Unit Value	N/A	1 user	1 vehicle	10,000 trips	
Unit Count	N/A	3	13	0.5	
Base or Per-Unit Cost	\$10,998				
Base or Extended Cost	\$10,998				\$10,998
<i>Line Item Component Costs</i>					
System Deployment, Integration	\$4,794				
Purchase/Install Fare Media Equip.	-				
System Documentation	\$541				
Initial and Follow-on Onsite Training	\$5,122				
Acceptance Testing	\$541				

Annual System Maintenance and Support Costs

Costs for this recurring annual phase should include labor, license fees, equipment, travel, hosting, web services, and any other costs associated with licensing for all system components; hosting and web services for all system components; ongoing maintenance, support, and training; equipment warranty if applicable; and fare payment media if applicable. Separate tables are provided for subsequent years of the contract, up to a maximum of (5) five years.

Year 1 Annual System Costs Worksheet

Cost Elements	Base Cost	Per-User	Per-Vehicle	Per-Annual Trips	Total Cost
Unit Value	N/A	1 user	1 vehicle	10,000 trips	
Unit Count	N/A	3	13	0.5	
Base or Per-Unit Cost	\$6,437	\$1,200	\$2,806		
Base or Extended Cost	\$6,437	\$3,600	\$36,478		\$46,515
<i>Line Item Component Costs</i>					
Licensing	\$6,437	\$0	\$2,806		
Hosting and Web Services		\$1,200			
Maintenance, Support, Training	Included	Included	Included		
Equipment Warranty					
Fare Payment Media					
Other Costs (Describe)					

Year 2 Annual System Costs Worksheet

Cost Elements	Base Cost	Per-User	Per-Vehicle	Per-Annual Trips	Total Cost
Unit Value	N/A	1 user	1 vehicle	10,000 trips	
Unit Count	N/A	3	13	0.5	
Base or Per-Unit Cost	\$6,660	\$1,651	\$747		
Base or Extended Cost	\$6,660	\$4,953	\$9,711		\$21,324
<i>Line Item Component Costs</i>					
Licensing					
Hosting and Web Services		\$1,200			
Maintenance, Support, Training	\$3,600	\$451	\$747		
Equipment Warranty					
Fare Payment Media					
Annual Onsite Training	\$3,060				

Year 3 Annual System Costs Worksheet

Cost Elements	Base Cost	Per-User	Per-Vehicle	Per-Annual Trips	Total Cost
Unit Value	N/A	1 user	1 vehicle	10,000 trips	
Unit Count	N/A	3	13	0.5	
Base or Per-Unit Cost	\$6,660	\$1,651	\$747		
Base or Extended Cost	\$6,660	\$4,953	\$9,711		\$21,324
<i>Line Item Component Costs</i>					
Licensing					
Hosting and Web Services		\$1,200			
Maintenance, Support, Training	\$3,600	\$451	\$747		
Equipment Warranty					
Fare Payment Media					

Other Costs (Describe)	\$3,060				
Year 4 Annual System Costs Worksheet					
Cost Elements	Base Cost	Per-User	Per-Vehicle	Per-Annual Trips	Total Cost
Unit Value	N/A	1 user	1 vehicle	10,000 trips	
Unit Count	N/A	3	13	0.5	
Base or Per-Unit Cost	\$6,860	\$1,701	\$769		
Base or Extended Cost	\$6,860	\$5,102	\$10,002		\$21,964
<i>Line Item Component Costs</i>					
Licensing					
Hosting and Web Services		\$1,236			
Maintenance, Support, Training	\$3,708	\$465	\$769		
Equipment Warranty					
Fare Payment Media					
Other Costs (Describe)	\$3,152				
Year 5 Annual System Costs Worksheet					
Cost Elements	Base Cost	Per-User	Per-Vehicle	Per-Annual Trips	Total Cost
Unit Value	N/A	1 user	1 vehicle	10,000 trips	
Unit Count	N/A	3	13	0.5	
Base or Per-Unit Cost	\$6,860	\$1,701	\$769		
Base or Extended Cost	\$6,860	\$5,102	\$10,002		\$21,964
<i>Line Item Component Costs</i>					
Licensing					
Hosting and Web Services		\$1,236	\$769		
Maintenance, Support, Training	\$3,708	\$465			
Equipment Warranty					
Fare Payment Media					
Other Costs (Describe)	\$3,152				

**EXHIBIT B
SUPPLEMENTAL TERMS AND CONDITIONS**

1. Products, Licenses and Services. For purposes of this Exhibit B, Deliverables shall mean the products, software licenses and/or services as described in this Agreement or each Order Form (as defined herein) (the "**Deliverables**"). Order Form shall mean other transaction documents such as a purchase order, statement of work, change order entered into between the parties from time to time (each an "**Order Form**"). Upon execution, each Order Form is expressly incorporated into, made a part of, and governed by the terms of this Agreement.

2. Modifications. The Deliverables are subject to modifications, enhancements, additions and subtractions of functionalities, features and display form and formats, from time to time ("**Modifications**") at Company's sole discretion. Such Modifications shall not materially diminish the functionality of the Deliverables provided, and the Deliverables shall continue to perform according to the description of the Deliverables agreed to in a Request for Proposal in all material aspects.

3. Fees. All Fees are exclusive of all taxes. Company is not withholding any sales tax which may result from Client's purchases made under this Agreement. Client is solely responsible for payment of any and all of its taxes, including, without limitation, sales or use taxes, franchise taxes, intangible taxes, and property taxes resulting from its purchases made under this Agreement. If Client is exempt from the obligation to pay taxes, Client shall provide Company with evidence of such tax-exempt status as reasonably required by Company.

4. Term. This Agreement shall commence on the Effective Date. Each Deliverable shall begin when detailed below and last for as long as indicated below ("**Term**").

(a) **Software Licenses:** Perpetual term beginning on the date of activation, unless otherwise indicated in product-specific terms and conditions.

(b) **Professional Services:** Begins on Effective Date and lasts through 'System Acceptance' as defined below, or as otherwise indicated on any Order Form or this Agreement.

(c) **Support and Maintenance:** Begins when Client first uses the Software or Hardware in its daily operations and lasts so long as Client is paying for it, or as otherwise indicated on any Order Form or this Agreement.

(d) **Data Plan:** Begins on the date the plan is activated on the hardware using the data plan and lasts so long as Client is paying for it, or as otherwise indicated on any Order Form or this Agreement.

(e) **Hosting Services:** Begin on the date Company activates the Software and provides Client with valid usernames and passwords which enable Client to access the Software over the internet using a computer that meets the System Requirements and lasts so long as Client is paying for it, or as otherwise indicated on any Order Form or this Agreement.

5. Clients Obligations.

(a) **Point of Contact.** Client's representative responsible for all communications between Company and Client throughout the Term of the Agreement shall be Ms. Charley Falmlen (the "**Point of Contact**"). Such individual shall be responsible for scheduling all appointments; delivering and receiving all correspondence related to installation; data conversion, training, and technical support; and arranging communications and support from Company representatives, as requested. Client may upon written notice to Company, for which email confirmed receipt shall suffice, name a new Point of Contact at any point during the Term.

(b) **Implementation Work Plan.** Time is of the essence in the performance of the Agreement. Any delay in the implementation of the project due to the acts or omissions of Client, its employees, subcontractors, agents, shall not constitute a delay in Company's performance, and shall not delay or prevent payment of any amount due to be paid to Company.

(c) **Software Installation.** Client shall make available an IT manager-level representative, capable of providing Company administrative access to all of Client's applicable computers, vehicles, workstations and servers, in order to assist Company during the Software installation period. Client shall provide Company with two (2) hours of down time per vehicle and workstation, in which Company has complete, uninterrupted access to each vehicle or workstation in order to equip such vehicle or workstation with the applicable Software.

(d) **Data Conversion.** When Company is providing any data conversion services, Client is solely responsible for delivering all business and related data for use with the Software in an acceptable format (Microsoft Excel, template to be provided by Company) to expedite data conversion services.

(e) **Training.** Client shall make all of its Authorized Users directed by Client to receive training of any kind from Company available for an agreed to number of uninterrupted, dedicated eight (8) hour training days as part of the Professional Services.

(f) **Customer Support.** During the Term, Client shall: (a) follow and comply with the Support and Maintenance terms and conditions contained herein; (b) direct all technical and Customer Support questions and communications through the Point of Contact; and (c) provide the necessary and qualified personnel, as requested by Company, to assist in completing the Project.

(g) **Communications Network.** Each party's performance of this Agreement requires Client use a reputable, dependable, and compatible public data network and a high-speed internet connection. Client is required to provide and has the sole responsibility to contract directly with a such data carrier and internet service provider for the requirements necessary to use the products and or services purchased by it. Client is solely responsible for making arrangements with a local access provider for installation and ongoing

maintenance of such a connection, with sufficient data throughput to meet Client's anticipated data needs. Client is solely responsible for all charges incurred directly or through a third party associated with establishing the connection, as well as for accessing any network, including internet access fees, hardware, and telecommunications charges.

(h) Workstation Set Up. Client shall provide the requisite space, power and network connections for all its own workstations. Client shall provide all telephone, computer, hardware and software equipment and services necessary to access and use the Deliverables. Client shall provide all its own necessary information technology services to fulfill the forgoing. Company shall have no liability for Client's equipment or its failure to maintain or meet requirements applicable to its equipment.

(i) Company Access. In order to inspect Client's computers and Software in any reasonable manner to provide support and to verify Client's compliance with the terms of this Agreement, Client authorizes Company representatives to enter Client's premises during regular business hours, or to connect remotely to Client's computers and/or servers on which the Deliverables are used, or is to be, installed.

6. Right to Suspend Services. Company may temporarily suspend access to any of the Deliverables purchased by Client immediately, without notice, only if: (a) an interruption of service is necessary to prevent or protect against fraud or otherwise protect Company's rights in the Deliverables, or its personnel, or facilities (b) Client breaches or otherwise fails to comply in any material respect with the software licensing restrictions or obligations, and it is unfeasible for Company to wait for Client to cure such a breach given the specific circumstance of such a breach; or (c) the suspension is in accordance with an order, instruction or request of a government, an emergency service organization or other administrative agency having appropriate jurisdiction. The suspension shall be without prejudice to any other right or remedy Company may have arising out of Client's uncured breach or non-compliance with this Agreement.

7. Feedback. From time to time, Client may submit suggestions, enhancement requests, recommendations or other feedback to Company respecting its use of and interaction with the Software, in the course of its use of the Software, or while receiving hardware installation, support and maintenance, or professional services ("**Feedback**"). Client grants Company a perpetual, royalty-free and irrevocable right and license to freely use, reproduce, modify, adapt, publish, copy, disclose, sublicense, transmit, distribute, create derivative works from, sell and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered Client's Confidential Information, and nothing in this Agreement shall limit Company's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

8. Termination. Promptly upon termination of this Agreement for any reason, Client shall return or destroy, as requested by Company, all Deliverables in the possession, custody or control of Client and all other copies or materials pertaining to the Deliverables. Client agrees to and shall certify to Company in writing and under oath Client's compliance with all of the terms and conditions of this section promptly upon Company's request.

9. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY STATE LAW, THE CUMULATIVE LIABILITY OF COMPANY TO CLIENT RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING ANY CLAIMS OR CAUSES OF ACTION IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL LICENSE FEES PAID BY CLIENT TO COMPANY UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. NOTHING IN THIS SECTION SHOULD BE CONSTRUED TO LIMIT COMPANY'S LIABILITY DIRECTLY TO ANY THIRD PARTY.

10. DISCLAIMER OF DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, LOST OR INACCURATE DATA, INTERRUPTION OF BUSINESS, COSTS OF DELAY; OR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES; OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST CLIENT, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR NEGLIGENCE, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGED, IN SUCH JURISDICTIONS COMPANY'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

11. Representations and Warranties. Each party represents and warrants that: (a) it has the all of the necessary right, power and authority to enter into this Agreement, to grant rights in all intellectual property to the other party, and fully perform its obligations hereunder; (b) this Agreement does not and will not conflict with any agreement between it and any other party; and (c) it has all necessary international, federal, state and all other applicable governmental authorizations to operate and perform its obligations under this Agreement.

12. Compliance with Laws. Each party shall comply with all applicable federal, state, and local laws, treaties, rules, regulations, and ordinances in its performance under this Agreement, including without limitation: (1) all Federal Communications Commission rules and regulations; (2) all privacy and security requirements, including those, if applicable, pertaining to medical devices or location-based services; and (3) all consumer protection rules and regulations.

13. Third Party Warranties. The warranties provided herein by Company do not apply to third party products or services furnished to Client under this Agreement. Such products are provided on an as-is basis to Client, and where applicable, subject only to warranties issued by such third party, which shall be assigned to Client by Company. Unless otherwise specified, Client agrees to proceed directly and exclusively against such third-party supplier with respect to any claims of warranty.

14. No Third-Party Rights. The representations, warranties, covenants and agreements contained in this Agreement are for the sole

benefit of the Parties and their respective successors and permitted assigns, and shall not be construed as conferring any rights on any other persons.

15. Section Headings. Section and other headings contained in this Agreement are for references only and shall not affect in any way the meaning or interpretation of this Agreement.

16. Injunctive Relief. Client acknowledges that, in the event of Client's breach of any of the provisions of this Agreement, Company shall not have an adequate remedy in money or damages. Company shall be entitled to seek an injunction against such breach from any court of competent jurisdiction and Company's right to obtain injunctive relief shall not limit its right to seek any and all further remedies for any breaches under this Agreement.

17. Survival. Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect.

Each of the below sections are made a part of this Agreement upon Client's purchase of the products or services addressed by each section.

SOFTWARE END USER LICENSE AGREEMENT

1. License. Company grants Client a non-exclusive, non-transferable, limited, revocable, right and license to install and use the Company's commercially available software products ("**Software**") purchased by Client in an applicable Order Form (the "**License**") for its own internal business use in strict accordance with this Agreement. Any re-sale, sublicense, distribution in whole or in part is prohibited. The Software is made available on a limited license basis, and no ownership right is conveyed to Client, irrespective of the use of terms such as "purchase" or "sale". Company has and retains all right, title and interest, including all intellectual property rights, in and to the Software and Documentation. Except as set forth above, nothing contained in this Agreement shall be construed as conferring buy implication, estoppel or otherwise any license or right under any trade secret, patent, trademark, copyright or other intellectual property right of Company. All licenses not expressly granted by Company are reserved.

2. Documentation. Company grants Client a non-exclusive, non-transferable, limited, revocable, internal right and license to Client to access and use the Company's user manuals, user guides, flip books, pocket guides, videos, web training, checklists, presentations and all other product documentation and instructions made available to Client relating to its use of the Software (collectively, the "**Documentation**"). Client may make and distribute copies of the Documentation for use by Users in connection with use of the Products and Services in accordance with this Agreement, but no more than the amount reasonably necessary. Any permitted copy of the Documentation must contain the same copyright and other proprietary notices that appear in the Documentation.

3. Authorized Users. Client may designate as many employees to use the Software as purchased in an applicable Order Form (each, an "**Authorized User**").

4. Authorized Vehicles. Client may manage as many vehicles with each item of the Software as indicated in an applicable Order Form (the "**Vehicles**").

5. Rights and Obligations.

(a) Client has the right to

- (1) for the purpose of serving its internal business needs allow its Authorized Users to access the Software via the internet from a Company hosted server through a network using computers and software that meet the system requirements appearing herein;
- (2) display the Software on machines associated with computer(s) which conform to the system requirements set forth in the Agreement;
- (3) make copies of the Documentation, but no more than the amount reasonably necessary for internal reference in connection with Clients Authorized Users use of the Software.

(b) Client shall not:

- (1) Otherwise copy, change, disassemble, decompile, reverse engineer, sublicense, assign, timeshare, sell, give away, loan, rent, lease, transfer (electronically or otherwise), display, disclose, or provide any third party with access to or use of, the Software or Documentation;
- (2) directly or indirectly create or attempt to create software that emulates the Software; prepare derivative works of the Software or Documentation; or separate the components of the Software or Documentation;
- (3) copy or provide any third party with access to or use of any of the Software or Documentation without the prior written consent of Company;
- (4) remove any trademark notice, copyright, or other restrictive legend from any material contained in or on the Software or Documentation
- (5) publish or disclose to any third party any reports or the results of any benchmark tests run on the Software or its components; or
- (6) use any trademarks, service marks, or logos of Company without advance, written permission.
- (7) transfer any of Client's rights or obligations under this Agreement without the advance, written consent of an officer of Company. In the case of such an assignment, Client shall:

- i. keeps no copies of the Software or Documentation;
- ii. transfers Client's entire rights and obligations under this Agreement;
- iii. ensure the transferee agrees in writing to the terms and conditions of this Agreement.

After any assignment in compliance with this section, after which time Client shall no longer have the right to use the Software or documentation. Any attempted transfer or assignment of any of Client's rights or obligations under this Agreement without Company's advance written consent shall be null and void.

6. Hardware Requirements. Client is responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware at its' site as required to access, use, operate the Software consistent with the specifications provided to it from time to time. Future versions of the software may require increased processing capacity and updated operating systems. Client is responsible for complying with the then current technical requirements.

7. License to Client Data. Client hereby grants Company a non-exclusive, non-transferable, royalty-free, worldwide right to use the electronic data of Client, its customers, and its users, that is submitted by or imported by Client into the Software in connection with Client's use of the Software (collectively, "Client Data") solely and only as necessary for the limited purpose of the Software performing the services. Client shall own and retain all right, title and interest in and to the Client Data.

8. Limited Warranty.

- (a) Company warrants during the Term of the Hosting Services, the Software, including any 3rd party software that is integrated into the RM Software, shall substantially conform in all material respects to the specifications set forth in the Documentation.
- (b) This limited warranty does not apply to: (i) Software that has been repaired, installed, maintained or modified by persons other than Company or its authorized agents; (ii) Software that has been damaged as a result of any misuse, accident, Client negligence, use within any application or system for which the Software was not designed or intended, or any other cause other than ordinary use; (iii) Software that has been damaged due to improper environment, excessive or inadequate heating or air conditioning, electrical power failures, surges, other irregularities or water damage, and Software that has been subjected to abnormal physical or electrical stress; or (iv) Software that has been damaged by third party software or software drivers. This limited warranty is conditioned upon the proper use of the Software in accordance with the terms and conditions of this Agreement and the Documentation in an operating environment in compliance with the specifications and requirements.
- (c) Client's sole and exclusive remedy for breach of this warranty and Company's entire obligation hereunder shall be to repair or replace any nonconformities in the Software. Company's obligation to do so shall only arise if Client has notified Company of such nonconformity in writing within the Warranty Period and the nonconformity can be verified. In the event that Company does not correct a material nonconformity after it has made an economically reasonable effort to do so, or if Company determines that it is not economically reasonable to make such correction, , then Client may pursue any other remedy permitted under this Agreement.
- (d) EXCEPT AS EXPLICITLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS BASIS", AND COMPANY AND ITS THIRD-PARTY SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY, MERCHANTABILITY, OR SATISFACTORY QUALITY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY COMPANY OR ANY OF ITS AGENTS, EMPLOYEES OR THIRD-PARTY PROVIDERS SHALL CREATE A WARRANTY, AND CLIENT IS NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION. CLIENT MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW. COMPANY SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF COMPANY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER COMPANY NOR ANY OF ITS THIRD PARTY SUPPLIERS MAKES ANY REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY PRODUCTS OR ANY CONTENT THEREIN OR GENERATED THEREWITH, OR THAT: (A) THE USE OF ANY PRODUCTS WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE; (B) THE PRODUCTS WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, APPLICATIONS, UTILITIES, MEMORY RESIDENT PROGRAMS, OR DATA; (C) THE PRODUCTS AND ANY SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CLIENT WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS; (D) ANY STORED DATA WILL BE ACCURATE OR RELIABLE OR THAT ANY STORED DATA WILL NOT BE LOST OR CORRUPTED; (E) ERRORS OR DEFECTS WILL BE CORRECTED; OR (F) THE PRODUCTS (OR ANY SERVER(S) THAT MAKE A SERVICE AVAILABLE) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THIS DISCLAIMER OF WARRANTIES IS AN ESSENTIAL CONDITION OF THE AGREEMENT.
- (e) Company assumes no responsibility for the use of superseded, outdated, modified, combined or uncorrected versions of the Software. The warranty stated in this section does not apply should the Client reject or not use any previously provided Software corrections, updates, patches, or modifications supplied or made available to it.

9. Proprietary Rights and Restrictions. The Software and Documentation is the sole property of Company and contains copyrighted, confidential and trade secret information which may not be disclosed to any third parties absent advance, written consent of Company. Client shall keep the Software and Documentation free and clear of all claims, liens and encumbrances of any nature whatsoever. Client shall take all reasonable measures necessary to protect and maintain the confidential and proprietary character of the confidential

Information, Software and Documentation.

10. Further Restrictions. Client may not use the software to: (i) provide competitive information about Routematch or its third-party suppliers to anyone; (ii) create or assist in the creation of a digital map database of any kind; (iii) assist or use in in-flight navigation.

11. License to Resulting Data. Company may collect and store analytical and usage data arising out of Client's use of the Software ("**Analytic Data**"). Client grants to Company a limited, non-exclusive, perpetual, worldwide, royalty-free license to use, copy, transmit, sub-license, index, model, aggregate (including with other customers' data), publish, display and distribute any anonymous information derived from Analytic Data collected during the term of the Agreement solely for (i) purposes of providing services to Client (including providing to third parties, as necessary), and (ii) benchmarking, analysis, improvement, reporting on, promotion of and further development of the Software. Company shall not use or disclose the Analytic Data in a manner which would identify Client without its advance written permission. Company shall store all collected data in compliance with all applicable laws.

12. Export Control Laws. The Client shall not export or re-export the Software, any part thereof, to any country, person or entity subject to United States export restrictions. Furthermore, Client agrees to comply with all of the export and re-export restrictions and regulations imposed by the governments of the United States and/or any country to which the Software is shipped.

13. Government Entity Rights. When applicable, use, duplication or disclosure of the Software and Documentation by certain Federal Government Clients is subject to rights and restrictions set forth in DFARS 252.227-7013, FAR and 48 CFR 52.227-19. In case of conflict between any of the FAR and/or DFARS that may apply to the Licensed Product, the construction that provides greater limitations on the Government's rights shall control. Manufacturer of certain components of the Software is TomTom North America, Inc., 11 Lafayette Street, Lebanon, NH 03766-1445. Phone: 603.643. 0330. The Licensed Products are © 2006-2017 by TomTom. ALL RIGHTS RESERVED. For purpose of any public disclosure provision under any federal, state or local law, it is agreed that the Software is a trade secret and a proprietary commercial product and not subject to disclosure. If Client is an agency, department, or other entity of any State government, the United States Government or any other public entity or funded in whole or in part by the United States Government, then Client hereby agrees to protect the Software from public disclosure and to consider the Software exempt from any statute, law, regulation, or code, including any Sunshine Act, Public Records Act, Freedom of Information Act, or equivalent, which permits public access and/or reproduction or use of the Software. In the event that such exemption is challenged under any such laws, this agreement shall be considered breached and any and all right to retain any copies or to use of the Software shall be terminated and considered immediately null and void. Any copies of the Software held by Client shall immediately be destroyed. If any court of competent jurisdiction considers this clause void and unenforceable, in whole or in part, for any reason, this agreement shall be considered terminated and null and void, in its entirety, and any and all copies of the Software shall immediately be destroyed.

14. Included open source components. Portions of the Software may use or contain open source software components and programs. In such cases, the use of the Software shall be additionally governed by the terms of any open source licenses embedded therein. The list of open source software and license terms is available at https://www.routematch.com/RM_3rd_Party.pdf.

HARDWARE TERMS AND CONDITIONS

Company shall deliver to Client the electronic devices, cradles, and mounts, as set forth in an applicable Order Form (the "**Hardware**").

1. Installation. As set forth in an applicable Order Form Company shall provide installation services itself or arrange for a qualified third-party installer to install the purchased Hardware in the Vehicles.

2. Warranties. Client shall be the beneficiary of the standard manufacturer's warranties issued by manufacturers for each piece of Hardware it purchases. The length of and breadth of coverage of each warranty varies by manufacturer and product. During the period of such manufacturer warranty, Client shall look solely to the Hardware manufacturer for any warranty claim. Company shall also provide a one-year warranty on any installation of the Hardware it performs, if such installation is proven to be defective. This installation warranty applies separately to each installation performed and shall begin immediately upon completion of an applicable installation. Before making an installation warranty claim to Company, Client shall troubleshoot the issue internally under its standard operating procedures. If necessary, Client shall be responsible for removing any Hardware from its vehicles and shipping such Hardware to Company at Client's expense and at Company's direction. If the warranty claim is not covered by the manufacturer's warranty, and the Client wants the Hardware repaired by Company, it shall pay Company its then current rate for such services. The warranty in this section are the sole warranties made by Company with respect to the Hardware installation and any extended coverage purchased by Client for Hardware. Company makes no other warranties or representations, express or implied, with respect to the Hardware, and disclaims and excludes any implied warranty of merchantability and any warranty of fitness for a particular purpose.

3. Excluded Damages. The following damages to the Hardware are not covered by Company's installation warranty or any extended coverage if purchased by Client:

- cosmetic damages to Hardware such as scratches, chips, dents, broken plastic, or other normal wear and tear;
- those caused by accident, abuse, misuse, negligence, liquid contact or submersion, fire, extreme temperature, power surges, or other external or environmental causes;
- those caused by installation or operation of the hardware outside of, or in opposition to, the Documentation;
- those caused by the Client's pre-existing technology infrastructure, including but not limited to, wiring designs, harnesses and installations, and its own information technology network and facilities;

- those caused by computer viruses, malware, internet connection, or cellular data plan;
- those caused by repair, modification, alterations or attachments to Hardware or Company installed equipment by parties other than Company or those authorized by Company;
- hardware malfunctions occurring after expiration of the manufacturer's warranty;
- any damages that Client cannot expressly detect and attribute to the work performed by Company.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

Company shall provide the Routematch Implementation Methodology ("RIM") services to Client across select phases appearing below subject to a maximum number of hours set forth in an applicable Order Form.

1. **Professional Services.** The professional services provided by Company detailed herein shall be performed: (a) in a diligent, professional and workmanlike manner in accordance with best applicable industry practices; (b) in accordance with this Order Form; (c) by experienced and qualified personnel with the proper expertise, skills, training; and (d) in accordance with all applicable laws and regulations. No duties or responsibilities are assumed by Company other than those specifically set forth in this Order Form.
2. **Project Management.** Company shall provide project management services throughout all phases of the implementation. The Project Manager shall: (1) oversee all aspects of the project; (2) conduct regular project status reviews with Client; and (3) be responsible for tracking of all issues and action items.
3. **Phase 0: Initiation.** Company shall schedule, prepare and participate in the Project kickoff meeting (the "**Kickoff Meeting**"). The Parties shall also discuss and confirm the scope of the Project, Deliverables, Project budget, Project timeline, Project risks, Project issues, and Project resource requirements.
 - Deliverables: kickoff presentation, pre-discovery survey
 - A kick-off presentation is prepared [timeline, budget, payment terms], utilized during the kickoff meeting, and sent to the client after the kickoff call for their records
 - Pre-discovery survey is sent to the client for them to complete and return with the information it contains to be used in the system design and to make more efficient use of time during the onsite operations assessment
4. **Phase 1: Design**
 - **Duties:** Company shall (1) review and document specific operational and functional details of how the Software and Hardware shall be implemented, integrated, and deployed at Client's location; (2) perform an Operations and Technical Assessment of Client's current operating environment; (3) create a System Design Document of how Client shall use the Software in its operations; (4) identify changes needed between current operations and system flow; (5) if applicable, plan conversion of Client's data for use in the Company software; (6) conduct a full training needs assessment of all the Authorized Users; and (7) develop a training plan for the Authorized Users.
 - **Deliverables:** Generated on an as needed based on scope of the Deliverables: System Design Document, Training Plan, Installation Design Document, Interface Control Document, and Report Design Document
5. **Phase 2: Build**
 - **Duties:** Company shall manage the build out of the agreed-upon System Design, including the Company database and all applications. Occurring concurrently to the software build, any in vehicle hardware shall be installed and tested per the agreed upon Installation Design Document. During the Build Phase, Company shall perform complete vendor assembly testing, including unit testing, integration testing and system testing as follows:
 - **Deliverables:** Vendor Assembly Test Plan, vehicle as built documents
6. **Phase 3: Education**
 - **Duties:** Company shall: (1) execute the agreed-upon Training Plan (the training under the Training Plan is role-based and in accordance with the Training Plan performed during Phase 1: Design); and (2) perform risk assessment, comparing project objectives.
 - **Deliverables:** Training Materials, Training Completion Document
7. **Phase 4: Deployment**
 - **Duties:** Company shall coordinate the phased-in deployment of the System and oversee Go Live with Client. This includes User Acceptance Testing, Pilot, Burn-In, Go-Live, and Implementation Support.
 - **Deliverables:** Client's User Acceptance Testing, Go-Live Readiness Call
8. **Phase 5: System Acceptance**
 - **Duties:** Client shall confirm System Acceptance in writing and transition Client to Company's Care division.
 - **Deliverables:** System Acceptance and Customer Care Transition documents.
 - "**System Acceptance**" occurs at the point in time at which the Software substantially conforms in all material respects to the standard technical specifications for such Software. Notwithstanding anything to contrary, should Client use the Software in its business operations for thirty consecutive (30) days, the Software shall be deemed accepted, and Client shall be transitioned to Company's customer support division.

SUPPORT AND MAINTENANCE TERMS AND CONDITIONS

Company shall provide customer support and maintenance services as purchased in an applicable Order Form, as follows:

1. **Live Support.**
 - (a) Toll-free technical support by phone and email, twenty-four (24) hours a day, seven (7) days a week.
 - (b) Customer Support personnel shall be available for live consultation from 6:00 AM – 8:00 PM (EST) and shall, within two (2) hours: (i) return all calls made to Company's support line, (866) 653-3629; (ii) provide a response to all emails to support@routematch.com; and (iii) respond to all cases submitted to the "Report a Case" functionality in my.Routematch.com.
 - (c) Two (2) Customer Support team members shall be available from 8:00 PM – 6:00 AM for after-hours phone, email, and my.Routematch.com support. During such times, an available Customer Support team member shall be informed of incoming calls, emails, and my.Routematch.com cases via the team member's mobile device. Within two (2) hours after an Authorized User has left a message, a Customer Support team member shall initiate a support event and email an alert notification to Client containing a unique tracking identification number.
2. **Updates.** All Updates to the Deliverables, if any, free of charge during including all software patches, documentation updates, user manual updates and other updates to the Documentation, which shall be delivered to Client via electronic transmission or other mutually agreed to means.
3. **Customer Support Website.** Access through a unique, secure password to Company's customer support website located at my.Routematch.com. This website is maintained for Clients only and contains information regarding the Software, Services, and other helpful information. It provides access to the most up-to-date documentation, new case submittal forms, and available releases. Clients submitting cases or requests through my.Routematch.com receive confirmation of receipt within one (1) business hour of submittal.
4. **User Groups.** Access to participate, free of charge, in regional user groups for Client's region, if available.
5. **On-Line Training Sessions.** Authorized Users may jointly participate in up to five (5) web-based, on-line training sessions to be held on up to five (5) separate occasions per year. Upon Client's request, Company shall host the five (5) afore-mentioned training sessions on the subject matter requested by Client at a mutually agreed upon date and time.
6. **Scheduled Web Training Classes.** Invitation and access for Client's Authorized Users may jointly participate in all regularly scheduled Web-training classes that Company conducts each year of the Term. Company shall routinely publish a schedule of available training classes and subjects on the CSW. Premium Technical Support & Maintenance customers may purchase additional classes at the then applicable rate.
7. **Annual User Conference.** Invitation and access to Company's annual users conference ("User Conference") at a site selected annually by Company. Company encourages Clients to participate in this exciting and informative event. Client is responsible for all individual expenses and costs associated with attendance at the User Conference (including, without limitation, travel, lodging, meals, and entertainment costs).
8. **Upgrades.** Routematch shall provide upgrades and patches delivered via electronic transmission free of charge during the period in which Licensee is current on payments for Support & Maintenance.

HOSTING SERVICES TERMS AND CONDITIONS

Amazon Web Services Terms. Client's use of the Amazon Web Services cloud hosting service is subject to the applicable product-specific terms and conditions provided by Amazon Web Services, Inc. at <https://aws.amazon.com/service-terms/>, as may be modified by Amazon from time to time.

RM MOBILE SERVICES TERMS AND CONDITIONS

When purchased by Client in an applicable Order Form, Company shall provide Client access to the RM Mobile software module which connects to and uses the Software over a third-party data network with in-vehicle, mobile data devices under the following terms and conditions:

1. **Tablet Replacement Guarantee.** For each year during the Term, Company shall provide replacement for up to 10% of the tablets that fail for reasons outside the Excluded Damages listed in the Hardware Terms and Conditions

VERIZON DATA PLAN TERMS AND CONDITIONS

1. **Network Use and Access.** Company shall provide Client with access to a third-party network to connect and use tablet devices in coordination with the Software ("Network"). Use of the Network is subject to a maximum usage per month or year (as measured in megabytes of gigabytes) as set forth in an applicable Order Form ("Data Maximum").
2. **Data Overages.** If the Data Maximum is exceeded (each occurrence, an "Overage"), Client shall pay Company the per megabyte or gigabyte overage rate as charged at the prevailing rate by the third-party carrier at that time within thirty days of receipt of Company's invoice for each such Overage. To protect Client from Network Overage charges, if a device experiences an Overage, Company may prevent continued use of such device by instructing Client to discontinue use of such device or by using a "lock-down application" to "lock down" the device until Client pays Company for such Overage.

- 3. Offline Mapping and Lock-Down Applications.** To prevent Overages, Company may install, for each Vehicle Device, (i) an offline mapping solution to serve as Client's exclusive mapping application (the "Offline Mapping Application"), and/or (ii) a mobile device management application or other "lock-down application".
- 4. Availability.** The Network uses radio and data transmission technologies that may be subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, performance of devices using the software, governmental regulations, system limitations, maintenance or other conditions or activities affecting Network operation. Not all Network features may be available in all areas. The Network is only available within the applicable calling plan coverage area and within the operating range of the wireless systems.
- 5. Permitted Use and Fraud.**
 - (a) Client shall not use the Network for remote medical monitoring without Company's prior, express written consent. None of the devices using the Network may be permanently located in a roaming area of the Network provider.
 - (b) Client shall obtain Company's prior, express written consent before it makes any attempt to install, deploy, or use any regeneration equipment or similar mechanism (e.g. a repeater) to originate, amplify, enhance, retransmit, or regenerate wireless service or the Network. Company may terminate Client's lines or this Agreement if Client violates this subsection.
 - (c) Client shall use Network only for lawful purposes and shall not send or enable via the Network connection, by way of example, any SPAM, viruses, worms, trap doors, back doors or timers, nor shall Client engage in any mail-bombing or spoofing via Network. Client is responsible for the security of its network and end-user devices and is responsible for any unauthorized access to the Network
- 6. Maintenance.** Company may limit access to the Network in order to perform maintenance to the service and will use reasonable efforts to provide Client with prior notice of such maintenance. With reasonable advance notice, Company has the right to modify and reconfigure the Network as it deems necessary to enhance Client's experience or to safeguard Network
- 7. Suspension.** Company may suspend or terminate Network service to affected lines if Client uses the Network or devices using the Network: (a) in an illegal or unauthorized manner (including "spamming" or other abusive messaging); (b) in a manner prohibited by the applicable plan, option, feature or application; or (c) in a manner that has an adverse impact on the Network, operations or customers of Company or the Network provider.
- 8. Force Majeure.** Any failure of the Network hereunder shall be excused if caused by any force majeure event (including, without limitation, any severe weather condition, fire, earthquake, riot, war, or insurrection) or by failure of a third-party Network provider serving a particular area, power failure, national emergency, strike, or other labor disturbance.
- 9. Limitation of Liability.** Company and the third-party Network providers, and each of its affiliates, officers, directors, employees, and other personnel (collectively, the "Company Parties") shall have no liability to Client:
 - (a) For any causes of action, losses, or damages of any kind whatsoever arising out of: (a) mistakes, omissions, interruptions, errors, or defects in furnishing wireless service; (b) failures or defects in the underlying Network provider's systems; or (c) disabling of related equipment;
 - (b) For any injury to persons or property, losses (including any loss of business), damages, claims, or demands of any kind or nature, including, without limitation, use or inability to use the Network, reliance by Client on any data provided or obtained through use of the Network, any interruption, defect, error, virus, or delay in operation or transmission, any failure to transmit or any loss of data arising out of or in connection with this schedule. In no event shall Company Parties be liable for losses, damages, claims, or expenses of any kind arising out of the use or attempted use of, or the inability to access, life support or monitoring systems or devices, 911 or E911, or other emergency numbers or services.
- 10. NO THIRD-PARTY WARRANTY.** CLIENT EXPRESSLY UNDERSTANDS IT HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING NETWORK PROVIDER OR ITS AFFILIATES OR CONTRACTOR AND THAT CLIENT IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN COMPANY AND THE UNDERLYING NETWORK PROVIDER. IN ADDITION, THE CLIENT ACKNOWLEDGES AND AGREES THAT THE UNDERLYING NETWORK PROVIDER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CLIENT AND CLIENT WAIVES ANY CLAIMS OR DEMANDS THEREFOR.

NOTIFICATION MODULE SERVICES TERMS AND CONDITIONS

When purchased by Client in an applicable Order Form, Company shall provide automated communication and interactive voice response notification services for key transportation, passenger, and service information via interactive voice calls and a dial in response systems to use in coordination with the Software, under the following terms and conditions (the "Notification Module").

- 1. Use and Access.** Company shall provide Client with access to a third-party service to enable the Notification Module. Use of the Notification Module are subject to a maximum usage of minutes per month or year as set forth in an applicable Order Form ("Data Maximum").

TWILIO INTERACTIVE VOICE RESPONSE CALL MINUTES TERMS AND CONDITIONS

- 1. Data Overages.** If the Data Maximum is exceeded (each occurrence, an "Overage"), Client shall pay Company the per minute overage rate as charged at the prevailing rate by the third-party carrier at that time within thirty days of receipt of Company's invoice for each such Overage.

2. Availability. The Notification Module utilize internet transmission technologies that may be subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, internet service provider availability, performance of devices using the software, governmental regulations, system limitations, maintenance or other conditions or activities affecting its operation.

3. Customer Data. "Customer Data" consists of information made available to Company through Client's use of our Services under these Terms, which includes information such as Client's name, contact information, billing records, call or messaging logs, and traffic routing information, as well as the content of communications sent through or integrated with our Services, such as audio recordings, message bodies, and call recording transcriptions. Client acknowledge and agree that Company may access or disclose Customer Data, including the content of communications, if: (i) Company believes that disclosure is reasonably necessary to comply with any applicable law, regulation, legal process or government request, (ii) to enforce Company agreements and policies, (iii) to protect the security or integrity of Company's services and products, (iv) to protect the Company, its other customers, or the public from harm or illegal activities, or (v) to respond to an emergency which Company believes in good faith requires it to disclose data to assist in preventing a death or serious bodily injury.

4. Maintenance. Company may limit access to the Notification Module in order to perform maintenance to the service and will use reasonable efforts to provide Client with prior notice of such maintenance. With reasonable advance notice, Company has the right to modify and reconfigure the Notification Module as it deems necessary to enhance Client's experience or to safeguard Notification Module.

5. Suspension. Company may suspend or terminate Notification Module if Client uses the Notification Module or devices using the Network: (1) in an illegal or unauthorized manner (including, without limitation, "spamming" or other abusive messaging); (2) in any manner that has an adverse impact on the network, operations, or customers of the underlying service provider or the Company.

6. Uptime. Company's vendor uses commercially reasonable efforts to make the Notification Module available 99.95% of the time.

7. Restrictions. Client may not use the Notification Module in any prohibited manners, including but not limited to the following:

- Using the Notification Module to encourage any illegal, abusive, or other activities that interfere with the business or activities of Company.
- Attempting to bypass or break any security mechanism on any of the Notification Module or using the Notification Module in any other manner that poses a security or service risk to Company or any of its users.
- Reverse-engineering the Notification Module in order to find limitations, vulnerabilities, or evade filtering capabilities.
- Using the Notification Module in any manner that may subject Company or any third party to liability, damages, or danger.
- Launching or facilitating, whether intentionally or unintentionally, a denial of service attack on any of the Notification Module or any other conduct that adversely impacts the availability, reliability, or stability of the Services.
- Transmitting any material that contains viruses, trojan horses, worms or any other malicious, harmful, or deleterious programs.
- Using the Notification Module in any manner that violates: industry standards; any third party policies including all of the applicable guidelines published by the CTIA, the Mobile Marketing Association, or any other accepted industry associations, carrier guidelines (or any similar or analogous industry standards, third party policies or requirements in any other jurisdiction); or requirements that Company may communicate to its Customers including any usage requirements.
- Engaging in any unsolicited advertising, marketing or other activities, including any activities that violate anti-spam laws and regulations including the CAN SPAM Act of 2003, the Telephone Consumer Protection Act, and the Do-Not-Call Implementation Act (or any similar or analogous anti-spam, data protection, or privacy legislation in any other jurisdiction).
- Using the Notification Module in connection with any unsolicited or harassing messages (commercial or otherwise) including unsolicited or unwanted phone calls, SMS or text messages, voice mail, or faxes.
- Using the Notification Module to harvest or otherwise collect information about others, including email addresses or phone numbers.
- Using the Notification Module to engage in or in connection with fraudulent activity.
- Using the Notification Module to receive, send or otherwise process Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 as amended, unless Client have signed a Business Associate Agreement with Company or Client's use of the Services fits within the "conduit" or some other exception for requiring a Business Associate Agreement
- Taking any action to participate in, encourage, or promote any activity prohibited under this Agreement.
- Using the Notification Module to transmit any material that infringes the intellectual property rights or other rights of third parties.
- Using the Notification Module to transmit any material that is libelous, defamatory, discriminatory, or otherwise malicious or harmful to any person or entity.
- Creating a false identity or forged email address or header, or phone number, or otherwise attempting to mislead others as to the identity of the sender or the origin of a message or phone call.

- Using the Notification Module, or any component of the Notification Module, in any manner not authorized by Company.

AMBLE MOBILE APPLICATION AND WEB PORTALS FOR DEMAND RESPONSE TERMS AND CONDITIONS

Term of Platform Right. Client shall appear as a transit agency in the Amble Mobile Application that is publicly available to end users, and if purchased in the applicable Order Form or this Agreement, have the right to use the facility, customer and agency web portals (collectively, the “Platform Right”), for so long as Client is paying for its Support and Maintenance fees attributable to this product (the “Term”).

Client Obligations.

- Approve individual trips through self-service management console;
- Schedule the trip to a vehicle;
- Provide all required information for the System Design document;
- Market the mobile application and web portals to its rider base;
- Refrain from transmittal of: (i) any communication that would violate any federal, state or local law, court order or regulation; (ii) any material that is harassing, defamatory, libelous, abusive, threatening, obscene, coercive or objectionable, including material that is false, misleading or inaccurate; and (iii) any material that that violates the rights of any person or company protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations.

Company Obligations. Company shall be responsible for:

- Hosting of the source code for the mobile application;
- Procurement of the domain name for the customer web portal;
- Hosting of the source code for the customer and administration web portals;
- Providing the Terms of Use and Privacy Policy for the mobile application;
- Hosting the mobile application in it Google Play and iTunes stores;
- So long as Client is paying for ongoing Support and Maintenance, provide all updates, bug fixes, patches, and upgrades to the mobile application and web portals.

Amazon Web Services Terms. The Amble Mobile Application is hosted by Company on Amazon Web Services cloud platform. Client’s use of the Amble Mobile Application is subject to the applicable product-specific terms and conditions provided by Amazon Web Services, Inc. at <https://aws.amazon.com/service-terms/>, as may be modified by Amazon from time to time.

RM PAY TERMS AND CONDITIONS

Term of Platform Right. Client shall appear as a transit agency in the RM Pay system (the “Platform Right”), for so long as Client is paying for its Support and Maintenance fees attributable to this product (the “Term”).

Client Obligations. Client shall be responsible for:

- Maintain current operating system updates for all tablets using the RM Pay software.
- Install RM Pay upgrades and updates when delivered by Company.
- Train drivers to use the software.
- Market RM Pay to its riders, including a “How To” guides.
- Contract with Bluefin or other Company approved payment service provider.
- Manage and maintain distribution and inventory of rider smart cards.
- Instruct Client’s domain name server (“DNS”) to direct to the internet protocol address provided by Company for all web portals.

Company Obligations. Company shall:

- Host the rider, client and driver web portals;
- Host of the source code for the Client and rider web portals;
- Provide the Terms of Use and Privacy Policy for the web portal;
- Provide internet protocol address for Client’s DNS to utilize in publishing the web portals.
- Train Client’s maintenance staff of hardware maintenance.
- Host the mobile application in its Google Play and iTunes stores;

- So long as Licensee is paying for ongoing Support and Maintenance, provide all updates, bug fixes, patches, and upgrades to the web portals.

Amazon Web Services Terms. The RM Pay is hosted by Company on Amazon Web Services cloud platform. Client’s use of RM Pay is subject to the applicable product-specific terms and conditions provided by Amazon Web Services, Inc. at <https://aws.amazon.com/service-terms/>, as may be modified by Amazon from time to time.

CLOUD – WORKSTATION REQUIREMENTS

Operating System	Windows 7, Windows 8 (plus latest service pack) or Windows 10
Processor	Intel or AMD 2.66Hz quad-core (or higher)
Video Card	Minimum 2GB, 4GB recommended
Network Card	Industry standard video card capable of 16-bit color at 1024x768 resolution
Standard Monitor	At least 100Mb/sec network card
Anti-Virus	Minimum resolution required is 1024x768
Browser	Current versions of Internet Explorer, Mozilla Firefox, and Chrome
Other	UPS Battery Backup and Surge Protection are highly recommended – Sound card and speakers are recommended

- Systems used to display the Routematch client application, either locally or remotely via RDP/Citrix, must be capable of rendering a minimum of 16-bit color display
- Client can access and use Routematch ASP with either a 64 or 32-bit operating system

Internet	High Speed Internet Access (DSL, Cable, Fiber, T1)
Network	At least 100Mb/sec network
Bandwidth	>1.5mbps available for each user, with < 75ms average latency and <1% packet loss
Protocol	TCP/IP Protocol
Other	Network Attached Printer

The above specifications are minimum requirements for Routematch Software to run while using the cloud environment. Client’s network should be setup and properly maintained by a network technician to ensure a reasonable user experience. These requirements are per user accessing the cloud and are meant to represent the bandwidth available to the Routematch cloud. Simultaneous use of Voice over IP (VOIP) phones on a shared connection, or Internet streaming services like Pandora or YouTube may degrade performance. Connections with sustained latency above 75ms and/or packet loss >1% may degrade using Routematch on the cloud environment.