

Master Agreement  
NDOT Request for Qualification #R207-20

Between  
Tri-City Roadrunner  
and  
Routematch Software, LLC

Contents

1. Master Agreement with exhibits
2. Request for Qualification #R207-20 Transit Scheduling System with Addenda
3. Contractor's Proposal and submitted documents

## MASTER AGREEMENT

THIS MASTER AGREEMENT is entered into on \_\_\_\_\_ (“Effective Date”), between Routematch Software, LLC (the “Contractor” or “RouteMatch”), and Tri City Roadrunner (the “Transit Agency” or “Licensee”) (individually herein referred to as a “Party” or collectively the “Parties”). The Parties mutually agree as follows:

### A. GENERAL

This Master Agreement shall incorporate the following documents. Unless otherwise specifically stated in a future Master Agreement amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference.

1. Amendments to the executed Master Agreement with the most recent dated amendment having the highest priority
2. Executed Master Agreement
3. Amendments to the Request for Qualification #R207-20 Transit Scheduling System (“The Solicitation”)
4. The Solicitation
5. Contractor’s Proposal dated February 9, 2020 (“Contractor’s Proposal”)
6. Contractor submitted documents including additional terms and conditions, license agreements, costs statements of work, and hosting services.

These documents constitute the entirety of the Master Agreement.

### B. NOTIFICATION

Each Party to this Master Agreement 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 5265 Rockwell Drive NE  
Cedar Rapids, IA 52402  
ATTN: Mary Pavela

If to Transit Agency:  
TriCity Roadrunner

ATTN: \_\_\_\_\_

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 the Master Agreement 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 to the Solicitation provisions were requested and approved. Only the following changes are approved.

**1. RFQ Section II G.** The following is added to this section:

During the course of negotiations for change orders or substitutions, all obligations of the Transit Agency to make payments pursuant to the Master Agreement shall continue. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been completed and accepted as defined in the Solicitation and this Master Agreement as of the termination date.

**2. RFQ Section II H. Vendor Performance Reports.** The following sentence is added to this section:

Contractor shall be allowed to respond to such reports and such response shall be made a part of the permanent record.

**3. RFQ Section II I. Notice of Potential Contractor Breach.** The following is added to this section:

Contractor shall be provided a thirty (30) day cure period from the date of receipt of the notice provided to or received from the Transit Agency, during which time Contractor shall be entitled to cure the default prior to any further action being taken by Contractor.

**4. RFQ Section II O. Assignment, Sale, or Merger.** The following is added to this section:

The Contractor may assign this Master Agreement to a parent, subsidiary purchaser or any other successor of and to the business related to this Master Agreement. This Master Agreement 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 Master Agreement upon mutual written agreement of the Contractor. Such agreement shall not be unreasonably withheld.

**5. RFQ Section II S. Early Termination.**

Section 1 is replaced with the following.

The purchasing Transit Agency and the Contractor, by mutual written agreement, may terminate the contract with (30) days' written notice.

Section 4 is added as follows.

Section 4 The following additional termination clauses apply:

(a) Either Party may terminate the Master Agreement if the other Party is in material breach of any term or condition of the Master Agreement and fails to cure such default within thirty (30) days after receipt of written notice of such default. The following are deemed material breaches under the Master Agreement: (i) Transit Agency fails to pay any amount when due hereunder

and according to the late payment clause identified in Section V F Late Payment of the Solicitation; (ii) Transit Agency becomes insolvent or any proceedings will be commenced by or against Transit Agency under any bankruptcy, insolvency, or similar laws.

(b) If Transit Agency develops software that is competitive with the Software, or Licensee is acquired by or acquires an interest in a competitor of Contractor, Contractor shall have the right to terminate the Master Agreement immediately.

(c) In the event Transit Agency terminates the Master Agreement for any reason, Transit Agency shall pay Contractor for all license fees and service fees then due and accepted pursuant to this Master Agreement and the Solicitation, and all costs incurred up to and including the date of termination as mutually agreed upon by the Transit Agency and the Contractor.

**6. RFQ Section II T. Contract Close-out.** The following is added after item number 7:

8. Transit Agency will immediately return to Contractor all copies of the Software, the Documentation and other materials provided to Transit Agency defined in the Solicitation and this Master Agreement and will certify in writing to Contractor that all copies or partial copies of the Software, the Documentation and such other materials have been returned to Contractor or destroyed.

**7. 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 federal and/or state law and ethical standards. (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 Master 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 Master 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 Master Agreement for the period set forth in this Section. 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.

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.

## 15. PROJECT SCOPE AND REQUIREMENTS

Transit Agency is purchasing the Software licenses, along with associated Services and access rights to certain Software as listed this Master Agreement and the Solicitation.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

### TRANSIT AGENCY

By: \_\_\_\_\_  
(Name and title)

ATTEST:

By: \_\_\_\_\_  
(Name and title)

### CONTRACTOR

By: \_\_\_\_\_  
(Name and title)

By: \_\_\_\_\_  
(Name and Title)

### Attachments

Contractor submitted documents

Exhibit A: Additional Terms and Conditions

Exhibit B: Software License

Exhibit C: Summary of Pricing

Exhibit D: Statement of Work

Exhibit E: Hosting Services

### **Solicitation with Amendments**

### **Vendor Submitted Proposal**

## EXHIBIT A: ADDITIONAL TERMS AND CONDITIONS

1. Definitions In this Attachment 1 to Master Agreement the capitalized words set out below will have the following meanings:

"Additional Terms and Conditions"	additional terms and conditions to the Master Agreement, including but not limited to, Software and Maintenance terms and conditions and the attached exhibits, all of which form an integral part of the Master Agreement;
"Documentation"	the user documentation and training materials pertaining to the Software as supplied by RouteMatch;
"Hosting Services"	the specifications for the hosting services to be provided by RouteMatch, attached hereto as Exhibit D, ;
"Software"	the certain software as identified in Exhibit A, including all modifications of the Software developed for Licensee under the Master Agreement;
"Statement of Work"	the specifications for the services to be provided by RouteMatch and the Licensee, attached hereto as Exhibit C;
"Trade Secrets"	the Software, Documentation, and other related information (including all modifications of the Software developed for Licensee) disclosed to Licensee under the Master Agreement, including trade secrets and other confidential and proprietary information of RouteMatch;
"Upgrades"	generic enhancements to the Software that RouteMatch generally makes available as part of its long term software support program.

2. Software License In consideration of payments to be made by Licensee to RouteMatch as set out below, RouteMatch agrees as follows:

- (a) RouteMatch hereby grants to Licensee a personal, non-transferable, non-exclusive license to use a production copy of the object code version of the Software in the form supplied by RouteMatch and on hardware approved by RouteMatch as of the License Date referred to in Exhibit B ("License Date") restricted to the places of business of the Licensee, for the Licensee's own operations, in accordance with the operational characteristics described in Exhibit B and Exhibit C.
- (b) RouteMatch hereby grants to Licensee a personal, non-transferable, non-exclusive license to use the Documentation, but only as required to exercise the license granted herein.
- (c) Licensee may make one back-up copy of the Software as applicable. Licensee may use the Software solely to process Licensee's own data, and the software may not be used on a service bureau or similar basis to process data of others.
- (d) The parties acknowledge and agree RouteMatch shall own all intellectual property rights (including copyright) in and to the Software.
- (e) The license to use the TripSpark Transit Database is granted to Licensee solely for analysis and the development of internal reports by Licensee (which for clarity includes sharing said reports with governmental or regulatory bodies with applicable authority as required) and for the integrated operation of TripSpark software components. Unless expressly included herein all other access rights to the TripSpark Transit Database are excluded from the Master

Agreement, and the Licensee shall not develop or use, or authorize the development or use of, any other interfaces to or from the TripSpark Transit Database.

- (f) Other than the rights of use expressly conferred upon Licensee by this paragraph, Licensee shall have no further rights to use the Software or the Documentation, and shall not copy, reproduce, modify, adapt, reverse engineer, disassemble or translate them, without the express written authority of RouteMatch.
- (g) Licensee acknowledges and agrees that the Software may record and transmit to RouteMatch statistical and other information about Licensee's use of the Software ("Usage Data"), provided the Usage Data is collected in a form that does not contain any Licensee Confidential Information.

3. Software Services In accordance with the terms of Exhibit B and Exhibit C, RouteMatch will perform services related to Licensee's use of the Software (the "Services"). Such services may include installation, modification, testing, training, and additional services.

4. Intentionally deleted.

5. Software Maintenance During any annual support period for which maintenance fees have been paid in full by Licensee:

- (a) RouteMatch will maintain the Software so that it operates in conformity in all material respects with the descriptions and specifications for the Software set forth in the Documentation;
- (b) in the event that Licensee detects any errors or defects in the Software, RouteMatch will provide reasonable support services through a telephone software support line from Monday to Friday, 8 am to 5 pm EST (Except North American holidays). Upon registration by Licensee, RouteMatch will also provide Licensee with access to its software support website, and;
- (c) RouteMatch will post notices of available Upgrades of the Software on its website and copies of the release notes for download. RouteMatch will provide Licensee with Upgrades of the Software at no additional license fee charge.

6. Payment Section V of the RouteMatch Request For Qualifications Response: Nebraska Department of Transportation, RFQ #R207-20, submitted on February 19, 2020, is hereby incorporated by reference.

7. Trade Secrets and Confidential Information Section II (R) of the RouteMatch Request For Qualifications Response: Nebraska Department of Transportation, RFQ #R207-20, submitted on February 19, 2020, is hereby incorporated by reference.

8. Media and Publication Licensee shall not communicate with representatives of the general or technical press, radio, television, or other communications media regarding the work under the Master Agreement without prior written consent of RouteMatch, which such consent shall not be unreasonably withheld. Neither Licensee nor any of its personnel shall publish or reproduce or arrange press releases regarding RouteMatch without the prior written consent of RouteMatch upon such terms as may be agreeable to RouteMatch. RouteMatch reserves the right to publish the results of the work done under the Master Agreement.

9. Force Majeure Section II (Q) of the RouteMatch Request For Qualifications Response: Nebraska Department of Transportation, RFQ #R207-20, submitted on February 19, 2020, is hereby incorporated by reference.

10. Remote Access & Security



A) Licensee shall provide RouteMatch with the right to establish a remote connection to Licensee's computer(s) on which the Software is installed, so as to enable RouteMatch to monitor the operation of the Software.

B) RouteMatch will take reasonable precautions and will implement industry-standard technical, security, and organizational measures appropriate to the nature of the Software, and take appropriate measures to ensure that data in its possession will be reasonably secure the from unauthorized access, use, or alteration.

## 11. Limitation of Liability

(a) RouteMatch and Licensee do not rely on and will have no remedy arising from any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to the Master Agreement or not) other than as expressly set out in the Master Agreement. The only remedy available to Licensee for breach of warranty is for breach of contract under the terms of the Master Agreement. This does not preclude a claim for fraud.

(b) RouteMatch does not guarantee the privacy, security, authenticity, or non-corruption of any information transmitted through the internet or any information stored in any system connected to the internet, RouteMatch shall not be responsible for any claims, damages, costs, or losses whatsoever arising out of or in any way related to Licensee's connection to or use of the internet.

(c) RouteMatch will not be liable to Licensee or any third party for any claims, expenses, damages, costs, or losses whatsoever arising out of or in any way related to:

(i) Licensee's use of map or geographical data, owned by Licensee or any third party, in conjunction with the Software or otherwise; or

(ii) Licensee's use of the Software insofar as such Software may be used to store, transmit, display, disclose or otherwise use data or information which is considered private, confidential, proprietary, or otherwise exempt from public disclosure under applicable law.

(d) RouteMatch's entire liability and responsibility for any claims, damages, costs or losses whatsoever arising either jointly or solely from or in connection with the Master Agreement or the use of the Software (whether or not in the manner permitted by the Master Agreement) including claims for breach of contract, tort, misrepresentation, or otherwise, or the development, modification or maintenance of the Software will be absolutely limited, in the aggregate, to the amount RouteMatch the license fees paid or Subscription Fee(s) paid by Licensee for the Software product that is the subject of a claim.

(e) RouteMatch will not be liable to the Licensee or any third party for losses or damages suffered by Licensee or any third party which fall within the following categories, except where such losses or damages are directly attributable to RouteMatch's gross negligence or willful misconduct:

i) punitive, indirect, incidental, or consequential damages, however arising, whether foreseeable or not;

ii) special damages even if RouteMatch was aware of circumstances in which special damages could arise;

iii) loss of profits or revenue, anticipated savings, business opportunity, goodwill, or loss of information or data of any kind.

(f) Paragraphs (d) and (e) do not apply to claims arising out of death or personal injury caused by either party's gross negligence or fraudulent misrepresentation.

## 12. Assignment Section II (O) of the RouteMatch Request For Qualifications Response: Nebraska

Department of Transportation, RFQ #R207-20, submitted on February 19, 2020, is hereby incorporated by reference.

13. Applicable Law Section II (D) of the RouteMatch Request For Qualifications Response: Nebraska Department of Transportation, RFQ #R207-20, submitted on February 19, 2020, is hereby incorporated by reference.

14. Survival The parties hereto agree that any provisions of the Master Agreement requiring performance or fulfillment by either party after the termination of this Agreement shall survive such termination.

15. Severability Section II (L) of the RouteMatch Request For Qualifications Response: Nebraska Department of Transportation, RFQ #R207-20, submitted on February 19, 2020, is hereby incorporated by reference.

16. Notices All notices hereunder shall be in writing and shall be duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective addresses of the parties appearing on page one of the Master Agreement. Any notice given shall be deemed to have been received on the date, which it is delivered if delivered personally, or, if mailed, on the fifth business day next following the mailing thereof. Either party may change its address for notices by giving notice of such change as required in this section.

17. Audits RouteMatch may perform audit(s) on the use of the Software and Documentation. Licensee agrees to make the necessary operational records, databases, equipment, employees, and facilities available to RouteMatch for the audit(s). The purpose of the audit will be to verify compliance with the terms and conditions of the Master Agreement.

## EXHIBIT B

### Proposal Pricing

Cost Proposal Summary - All Modules							
Category	Startup	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Initial System Planning and Design	\$22,792						\$22,792
Initial System Implementation and Training	\$41,314						\$41,314
Annual System Maintenance and Support		\$39,448	\$60,579	\$61,780	\$63,041	\$64,366	\$289,214
Sub-Total	\$64,106	\$39,448	\$60,579	\$61,780	\$63,041	\$64,366	\$353,320
Partnership Discount (10%)	\$6,411	\$3,891	\$6,004	\$6,124	\$6,250	\$6,383	\$35,062
CONTRACT TOTAL	\$57,695	\$35,557	\$54,575	\$55,656	\$56,791	\$57,983	\$318,258
System Planning and Design Costs Worksheet for adding Notifications Module, Transit Miner, Amble and MyRide to existing Scott's Bluff System							
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 (Para)	Per-Vehicle (Flex)	Total Cost		
Unit Value	N/A	User	Vehicle	Vehicle			
Unit Count	N/A	6	9	7			
Base or Per-Unit Cost	\$22,792						
Base or Extended Cost	\$22,792				\$22,792		
Line Item Component Costs							
Deployment Plan - Notifications Module + TransitMiner Site License	\$4,876						
Acceptance Test Plan - Notifications Module + TransitMiner Site License	\$2,600						
Maintenance and Support Plan - Notifications Module + TransitMiner Site License	\$2,600						
Deployment Plan - Amble Paratransit App	\$4,543						
Acceptance Test Plan - Amble Paratransit App	\$2,272						
Maintenance and Support Plan - Amble Paratransit App	\$2,272						
Project Management - MyRide	\$3,630						
Other Costs (Describe)							
Initial System Implementation Costs for adding Notifications Module, Transit Miner, Amble and Route Shout to existing Scott's Bluff System							
Costs for this phase should include labor, equipment, travel, and any other costs associated with system deployment and integration, system documentation, initial and follow-up onsite training, and completion of acceptance testing. Includes two (2) initial visits for configuration, deployment and training on all software modules. Also includes first year of maintenance and support for new features not previously owned by Scott's Bluff.							
Cost Elements	Base Cost	Per-User	Per-Vehicle (Para)	Per-Vehicle (Flex)	Total Cost		
Unit Value	N/A	1 user	Vehicle	Vehicle			
Unit Count	N/A	6	9	7			
Base or Per-Unit Cost	\$41,314						
Base or Extended Cost	\$41,314				\$41,314		
Line Item Component Costs							
System Deployment, Integration - Notifications Module + TransitMiner Site License	\$7,794						
System Documentation - Notifications Module + TransitMiner Site License	\$541						
Initial and Follow-up Onsite Training - Notifications Module + TransitMiner Site License	\$1,048						
Acceptance Testing - Notifications Module + TransitMiner Site License	\$541						
First year maintenance and support plan - Notifications Module + TransitMiner Site License	\$11,028						
System Deployment, Integration - Amble Paratransit App	\$5,998						
System Documentation - Amble Paratransit App	\$447						
Initial and Follow-up Onsite Training - Amble Paratransit App	\$1,231						
Acceptance Testing - Amble Paratransit App	\$447						
First year maintenance and support plan - Amble Paratransit App	\$4,979						
Offsite Technical - System Deployment, Integration - MyRide	\$7,260						

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; MDM ongoing fees, equipment warranty if applicable; Separate tables are provided for subsequent years of the contract, up to a maximum of (5) five years. Year 1 Support and Maintenance only includes MDM and the modules already owned by Scotts Bluff (RM Demand, Flex Route, Mobile Data System). The Total Cost column is a Pre-Discount Total. Discrepancy in line item per-unit costs (for years 2-5) is due to optional modules being included outside of what was included in the original baseline proposal (This includes flex route software and customer apps for both paratransit and flex route tech).					
Year 1 Annual System Costs Worksheet					
Cost Elements	Base Cost	Per-User	Per-Vehicle (Para)	Per-Vehicle (Flex)	Total Cost
Unit Value	N/A	1 user	Vehicle	Vehicle	
Unit Count	N/A	6	9	7	
Base or Per-Unit Cost	\$20,716	\$1,950	\$247	\$687	
Base or Extended Cost	\$20,716	\$11,700	\$2,223	\$4,809	\$39,448
<i>Line Item Component Costs</i>					
Licensing (+ MDM)	\$540	\$750	\$247	\$687	
Hosting and Web Services		\$1,200			
Maintenance, Support, Training	\$376	Included	Included	Included	
MyRide SaaS Fee	\$19,800			\$440	
Equipment Warranty					
Other Costs (Describe)					
Year 2 Annual System Costs Worksheet					
Cost Elements	Base Cost	Per-User	Per-Vehicle (Para)	Per-Vehicle (Flex)	Total Cost
Unit Value	N/A	1 user	Vehicle	Vehicle	
Unit Count	N/A	6	9	7	
Base or Per-Unit Cost	\$35,206	\$1,950	\$771	\$962	
Base or Extended Cost	\$35,206	\$11,700	\$6,939	\$6,734	\$60,579
<i>Line Item Component Costs</i>					
Licensing (+ MDM)	\$8,756	\$750	\$247	\$247	
Hosting and Web Services		\$1,200			
Maintenance, Support, Training	\$3,600	Included	Included	Included	
MyRide SaaS Fee	\$20,790			\$462	
Equipment Warranty					
Annual Onsite Training	\$2,060				
Year 3 Annual System Costs Worksheet					
Cost Elements	Base Cost	Per-User	Per-Vehicle (Para)	Per-Vehicle (Flex)	Total Cost
Unit Value	N/A	1 user	Vehicle	Vehicle	
Unit Count	N/A	6	9	7	
Base or Per-Unit Cost	\$36,246	\$1,950	\$771	\$985	
Base or Extended Cost	\$36,246	\$11,700	\$6,939	\$6,896	\$61,780
<i>Line Item Component Costs</i>					
Licensing (+ MDM)	\$8,756	\$750	\$247	\$247	
Hosting and Web Services		\$1,200			
Maintenance, Support, Training	\$3,600	Included	Included	Included	
MyRide SaaS Fee	\$21,830			\$485	
Equipment Warranty					
Annual Onsite Training	\$2,060				
Year 4 Annual System Costs Worksheet					
Cost Elements	Base Cost	Per-User	Per-Vehicle (Para)	Per-Vehicle (Flex)	Total Cost
Unit Value	N/A	1 user	Vehicle	Vehicle	
Unit Count	N/A	6	9	7	
Base or Per-Unit Cost	\$37,337	\$1,950	\$771	\$1,009	
Base or Extended Cost	\$37,337	\$11,700	\$6,939	\$7,065	\$63,041
<i>Line Item Component Costs</i>					
Licensing (+ MDM)	\$8,756	\$750	\$247	\$247	
Hosting and Web Services		\$1,200			
Maintenance, Support, Training	\$3,600	Included	Included	Included	
MyRide SaaS Fee	\$22,921			\$509	
Equipment Warranty					
Annual Onsite Training	\$2,060				
Year 5 Annual System Costs Worksheet					
Cost Elements	Base Cost	Per-User	Per-Vehicle (Para)	Per-Vehicle (Flex)	Total Cost
Unit Value	N/A	1 user	Vehicle	Vehicle	
Unit Count	N/A	6	9	7	
Base or Per-Unit Cost	\$38,483	\$1,950	\$771	\$1,035	
Base or Extended Cost	\$38,483	\$11,700	\$6,939	\$7,244	\$64,366
<i>Line Item Component Costs</i>					
Licensing (+ MDM)	\$8,756	\$750	\$247	\$247	
Hosting and Web Services		\$1,200			
Maintenance, Support, Training	\$3,600	Included	Included	Included	
MyRide SaaS Fee	\$24,067			\$535	
Equipment Warranty					
Annual Onsite Training	\$2,060				

## EXHIBIT C

# Statement of Work: TransitMiner

This document defines the implementation services to be provided by Routematch (TripSpark) for Scott's Bluff Public Transit (Customer) as well as the roles and responsibilities of the Customer staff and resources. Unless otherwise indicated, TripSpark will provide 'standard' implementation services (project management, testing, installation, training, etc.) as defined by TripSpark. Any services beyond what is defined in this document will be considered out of scope, and a change order outlining any additional costs will be required. Any additional costs uncovered from a change order will be the responsibility of the Customer. All implementation Services, materials, and training will be provided in English, unless otherwise stated.

## Overview

This implementation involves the following high-level tasks:

- Operational Review
- Software Installation and Configuration
- Training
- User Acceptance Testing
- Go-Live Support

## Product Description

TransitMiner is a web-based business intelligence platform that enables the tracking, reporting, and dashboarding of various metrics and KPIs, such as:

- On Time Performance
- Passenger Forecasts
- Slack Estimates

## Operational Review

An operational review questionnaire will be provided prior to the kick-off call. This document must be filled out by the Customer and delivered to TripSpark before or during the kick-off call.

The goal of the operational review questionnaire is to:

- Provide a list of configurations available with recommended setting to get the most out of the software
- Understand Customer business requirements and operational needs
- Understand configuration needs to support the setup of TransitMiner
- Understand Customer definition of terms and KPIs

## Software Installation and Configuration

TripSpark will install the Software in its hosted environment remotely.

TripSpark will setup a subdomain on the TransitMiner website. The URL naming convention will be "agencyshortname".transitminer.com unless otherwise specified by TripSpark

TripSpark will setup a server ETL, a client ETL, and complete initial basic functionality testing.

## Training

Training provided will be based on TripSpark standard training agendas. Training will be provided remotely, utilizing Zoom as the preferred platform.

- Up to two (2) hours of super-user training for up to 4 key staff at customer site
- Up to one (1) hour of end user training for up to 10 staff at customer site

Users will also have access to recorded training videos and online sessions provided through mytripsark.com, as described in our standard support documentation.

**for remotely accessed training sessions attendees will require:**

- Networked computer with access to the internet
- Necessary Software (i.e. Zoom License) installed and ready to go
- For groups in a single room, LCD projector to display the material and computers per student with access to the test environment
- Telephone or headset and microphone for audio portion
- If the items above are not available, TripSpark will work with Customer to identify alternative arrangements.

## User Acceptance Testing

This involves Licensee utilizing the Software in the test environment to ensure the Software functions as specified in the documentation. It is estimated that User Acceptance Testing should take up to one (1) week. TripSpark will be available for support during this time if configuration changes are required. Licensee is responsible to create use cases that best demonstrate common business processes in order to ensure testing is appropriately covering real business situations.

Upon completion of the UAT, TripSpark and the Licensee will mutually agree upon a Go-Live date.

## Go-Live

Upon completion of the User Acceptance Testing Soft, the Licensee can now begin Go-Live.

TripSpark will be available for support during this time if configuration changes are required.

## Software Acceptance Period

The final phase of the implementation will be Software Acceptance testing while Software is in Production.

The Software Acceptance period will be five (5) business days.

Upon completion of Software Acceptance, Customer will go into TripSpark's Customer Care program.

## Transition to Customer Care

Following Software Acceptance TripSpark will schedule a Transition meeting with the Customer to discuss ongoing Customer Care support.

## TripSpark Resource Responsibilities

TripSpark will provide Project Management and Off-Site Support of TransitMiner at Customer. These services will consist of the following:

- The TripSpark PM will provide bi-weekly reports to Customer's PM. These reports will be based on TripSpark standards and will consist of; project team information, current status and next steps.
- For the duration of the implementation the TripSpark technical product expert will be available for consultation off-site via phone or email.

## Customer Resource Responsibilities

If Customer causes delays by not adhering to the below responsibilities and requirements listed in this SOW, and these delays result in additional service work being incurred by TripSpark, then TripSpark reserves the right to charge Customer additional services fees, which shall be the responsibility of the Customer.

The table below identifies the resource requirements for the Customer.

Resource	Description	Time Dedication	Tasks
Subject Matter Experts (3-4)	Someone with intimate knowledge of the processes and procedures  The project manager coordinates all efforts between Customer and TripSpark	50 -75% of time for critical phases of the project. (operational review questionnaire, software installation and configuration, UAT, Go-Live)	<ul style="list-style-type: none"> <li>○ Participation in the completion of the Operational Review Questionnaire</li> <li>○ Assist with completion of user acceptance testing</li> <li>○ Participate in Super User training</li> <li>○ Coordinate the scheduling of all of the Customer's resources.</li> <li>○ Coordination of conference calls and meetings, as required.</li> </ul>
System Administrator or IT		25% of their time for the duration of the project.	<ul style="list-style-type: none"> <li>○ Prepare training facilities and coordinate training sessions.</li> </ul>
End Users		50% of their time during the training and transition phase of the project.	<ul style="list-style-type: none"> <li>○ Participate in end user training.</li> <li>○ Participate in user acceptance testing.</li> </ul>

## Payment Milestones

Below is a milestone-based payment schedule to be implemented during the project rollout:

- Milestone 1: 100% of Licenses (and hosting services if applicable) and 20% of Services and Expenses due upon execution of Agreement.
- Milestone 2: 20% of services and expenses due upon delivery of Operational Review document.
- Milestone 3: 20% of services and expenses due upon installation of software.
- Milestone 4: 20% of services and expenses due upon delivery of initial training session.
- Milestone 5: 20% of services and expenses due upon software first operational use.

## Assumptions

The key assumptions that TripSpark has employed while determining the level of effort involved with this implementation are presented below:

- *Software will be delivered 'off-the-shelf'. Off the shelf means:*
  - *Software will be installed "as-is" (no customizations) and existing functionality within the Software will be used or adapted for the needs of this project. Feature requests or improvements will be considered after Software Acceptance for this project is completed.*

- *It is assumed this software will take advantage of existing TripSpark infrastructure, data sources and software unless otherwise stated*
- *The Operational Review Questionnaire must be completed and delivered in advance of the project Kick-Off*
- *Customer must identify the subject matter experts & super users prior to installation of the software*
- *Customer has received a formal demonstration of the solution before installation to ensure comprehensive understanding of the products functionality*



## EXHIBIT D

# Statement of Work: MyRide Website and Application

This document defines the implementation services to be provided by Routematch (TripSpark) for Scott's Bluff Public Transit (Customer) as well as the roles and responsibilities of the Customer staff and resources. Unless otherwise indicated, TripSpark will provide 'standard' implementation services (project management, testing, installation, training, etc.) as defined by TripSpark. Any services beyond what is defined in this document will be considered out of scope, and a change order outlining any additional costs will be required. Any additional costs uncovered from a change order will be the responsibility of the Customer. All implementation Services, materials, and training will be provided in English, unless otherwise stated.

## Overview

This implementation involves the following high-level tasks:

- Operational Review
- Software Installation and Configuration
- Training
- User Acceptance Testing
- Go-Live Support

## Product Description

MyRide is a multi-tenant website and application hosted by TripSpark. MyRide displays fixed route vehicle location information to the general public via a direct connection from RoutematchFR to the website and application.

## Operational Review

The operational review will involve a series of meetings and conference calls with Customer's project team to discuss the business requirements.

The goal of the operational review is to:

- Review Customer business requirements and operational needs
- Review the Scope of Work

The outcome is an operational review document (ORD) outlining the understanding gained from the meetings, identifying the deliverables, and the timing for the implementation as mutually agreed upon by the parties.

## Software Installation and Configuration

TripSpark will install the software required to facilitate communication from the RoutematchFR back office to the MyRide Website and Application. Software will be installed onto the hosted environment.

TripSpark will publish the MyRide Application and make the Customer available as a selectable agency within the App and the Website.

TripSpark will allow for limited configuration of the Website and App to match the agencies branding, colours, and logos. No customization or content creation services will be provided as a part of this project.

## Training

Training provided will be based on TripSpark standard training agendas. Training methodology follows a train-the trainer approach. Training sessions will vary in length dependent on topic. Training will be provided remotely, utilizing Zoom as the preferred platform. Each session can be attended by up to six (6) employees.

- Up to four (4) hours of training on the MyRide Website and Application

Users will also have access to recorded training videos and online sessions provided through mytripspark.com, as described in our standard support documentation.

Customer's resources are encouraged to participate in all training sessions related to their field, as outlined in the Operational Review.

**For remotely accessed training sessions attendees will require:**

- Networked computer with access to the internet
- Necessary Software (i.e. Teams or Zoom) installed and ready to go
- For groups in a single room, LCD projector to display the material and computers per student with access to the test environment
- Telephone or headset and microphone for audio portion
- If the items above are not available, TripSpark will work with Customer to identify alternative arrangements.

## User Acceptance Testing

Customer resources will test the Software. Testing will consist of reviewing that the website and application are accessible for riders and that real time information matches between RoutematchFR back-office and MyRide Web and App.

## Go-Live

TripSpark will be available during Go-Live to support the Customer with any issues. Customer will let a subset of their riders know that the Website and Application are available, to allow testing with a limited number of riders.

## Software Acceptance Period

The final phase of the implementation will be Software Acceptance testing while Software is in Production.

The Software Acceptance period is expected to be approximately ten (10) business days.

Upon completion of Software Acceptance, Customer will be eligible to go into TripSpark's Customer Care program.

## Transition to Customer Care

Following Software Acceptance TripSpark will schedule a Transition meeting with the Customer to discuss ongoing Customer Care support.

## TripSpark Resource Responsibilities

TripSpark will provide Project Management and Off-Site Support to the Customer. These services will consist of the following:

- The TripSpark PM will provide bi-weekly reports to Customer's PM. These reports will be based on TripSpark standards and will consist of; project team information, current status and next steps.
- For the duration of the implementation the TripSpark technical product expert will be available for consultation off-site via phone or email.

## Customer Resource Responsibilities

If Customer causes delays by not adhering to the below responsibilities and requirements listed in this SOW, and these delays result in additional service work being incurred by TripSpark, then TripSpark reserves the right to charge Customer additional services fees, which shall be the responsibility of the Customer.

The table below identifies the resource requirements for the Customer.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Customer and TripSpark	25% of time for duration of project.	<ul style="list-style-type: none"><li>○ Coordinate the scheduling of all of the Customer's resources.</li><li>○ Coordination of conference calls and meetings, as required.</li><li>○ Prepare training facilities and coordinate training sessions.</li><li>○ Coordinate completion of data development.</li><li>○ Coordinate completion of user acceptance testing.</li></ul>
Subject Matter Expert	Someone with intimate knowledge of the processes and procedures	75% of time for duration of project.	<ul style="list-style-type: none"><li>○ Participation in the completion of the Operational Review.</li><li>○ Participation in all training sessions.</li><li>○ Assist PM with completion of user acceptance testing and data development.</li></ul>

Resource	Description	Time Dedication	Tasks
System Administrator		10% of their time for the duration of the project.	<ul style="list-style-type: none"> <li>○ Participate in System Administration training</li> </ul>
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	<ul style="list-style-type: none"> <li>○ Execute user acceptance testing.</li> </ul>
End Users		50% of their time during the training and transition phase of the project.	<ul style="list-style-type: none"> <li>○ Participate in end user training.</li> </ul>

## Payment Milestones

Below is a milestone-based payment schedule to be implemented during the project rollout:

- Milestone 1: 100% of Licenses (and hosting services if applicable) and 20% of Services and Expenses due upon execution of Agreement.
- Milestone 2: 20% of services and expenses due upon delivery of Operational Review document.
- Milestone 3: 20% of services and expenses due upon installation of software.
- Milestone 4: 20% of services and expenses due upon delivery of initial training session.
- Milestone 5: 20% of services and expenses due upon software first operational use.

## Assumptions

The key assumptions that TripSpark has employed while determining the level of effort involved with this implementation are presented below:

- *The core Fixed Route, and In-Vehicle equipment solutions have already been deployed.*
- *Software will be delivered 'off-the-shelf'. Off the shelf means:*
  - *Software will be installed "as-is" (no customizations) and existing functionality within the Software will be used or adapted for the needs of this project. Feature requests or improvements will be considered after Software Acceptance for this project is completed.*
- *Customer is responsible for the payment of fees associated with their usage of the MyRide Solution (Google API, Twilio SMS, Etc.).*
- *MyRide is available in English only.*
- *It is assumed this software will take advantage of existing TripSpark infrastructure, data sources and software unless otherwise stated.*
- *Microsoft SQL will be used for the database.*
- *Customer is responsible for all images and logos to be utilized in the Application, and must have them scaled appropriately to size*
- *Customer must have a Privacy Policy and Terms of Use that is compliant with both Apple App and Google Play stores.*

## EXHIBIT E

# Statement of Work: Notifications

This document defines the implementation services to be provided by Routematch (TripSpark) for Scott's Bluff Public Transit (Customer) as well as the roles and responsibilities of the Customer staff and resources. Unless otherwise indicated, TripSpark will provide 'standard' implementation services (project management, testing, installation, training, etc.) as defined by TripSpark. Any services beyond what is defined in this document will be considered out of scope, and a change order outlining any additional costs will be required. Any additional costs uncovered from a change order will be the responsibility of the Customer. All implementation Services, materials, and training will be provided in English, unless otherwise stated.

## Overview

This implementation involves the following high-level tasks:

- Operational Review
- Software Installation and Configuration
- Training
- User Acceptance Testing
- Go-Live Support

## Product Description

Notifications is a back-office tool that enables the sending of night before reminders to riders using SMS and IVR.

## Operational Review

The operational review will involve a series of meetings and conference calls with Customer's project team to discuss the business requirements.

The goal of the operational review is to:

- Review Customer business requirements and operational needs
- Review the Scope of Work

The outcome is an operational review document (ORD) outlining the understanding gained from the meetings, identifying the deliverables, and the timing for the implementation as mutually agreed upon by the parties.

## Software Installation and Configuration

TripSpark will install the software required to send SMS and IVR notifications to Demand Response riders, the software communicates with the RoutematchDR back office. Software will be installed within the hosted environment.

## Training

Training provided will be based on TripSpark standard training agendas. Training methodology follows a train-the-trainer approach. Training sessions will vary in length dependent on topic. Training will be provided remotely, utilizing Zoom as the preferred platform. Each session can be attended by up to six (6) employees.

- Up to two (2) hours of training on Notifications

Users will also have access to recorded training videos and online sessions provided through mytripsark.com, as described in our standard support documentation.

Customer's resources are encouraged to participate in all training sessions related to their field, as outlined in the Operational Review.

**For remotely accessed training sessions attendees will require:**

- Networked computer with access to the internet
- Necessary Software (i.e. Teams or Zoom) installed and ready to go
- For groups in a single room, LCD projector to display the material and computers per student with access to the test environment
- Telephone or headset and microphone for audio portion
- If the items above are not available, TripSpark will work with Customer to identify alternative arrangements.

## User Acceptance Testing

Customer resources will test the Software. Testing will consist of reviewing that Notifications is notifying riders as per the set configurations and parameters.

## Go-Live

TripSpark will be available during Go-Live to support the Customer with any issues. Customer will enroll a subset of their riders to the Notifications service, to allow testing with a limited number of riders.

## Software Acceptance Period

The final phase of the implementation will be Software Acceptance testing while Software is in Production.

The Software Acceptance period is expected to be approximately ten (10) business days.

Upon completion of Software Acceptance, Customer will be eligible to go into TripSpark's Customer Care program.

## Transition to Customer Care

Following Software Acceptance TripSpark will schedule a Transition meeting with the Customer to discuss ongoing Customer Care support.

## TripSpark Resource Responsibilities

TripSpark will provide Project Management and Off-Site Support to the Customer. These services will consist of the following:

- The TripSpark PM will provide bi-weekly reports to Customer's PM. These reports will be based on TripSpark standards and will consist of; project team information, current status and next steps.

- For the duration of the implementation the TripSpark technical product expert will be available for consultation off-site via phone or email.

## Customer Resource Responsibilities

If Customer causes delays by not adhering to the below responsibilities and requirements listed in this SOW, and these delays result in additional service work being incurred by TripSpark, then TripSpark reserves the right to charge Customer additional services fees, which shall be the responsibility of the Customer.

The table below identifies the resource requirements for the Customer.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Customer and TripSpark	25% of time for duration of project.	<ul style="list-style-type: none"> <li>○ Coordinate the scheduling of all of the Customer's resources.</li> <li>○ Coordination of conference calls and meetings, as required.</li> <li>○ Prepare training facilities and coordinate training sessions.</li> <li>○ Coordinate completion of data development.</li> <li>○ Coordinate completion of user acceptance testing.</li> </ul>
Subject Matter Expert	Someone with intimate knowledge of the processes and procedures	75% of time for duration of project.	<ul style="list-style-type: none"> <li>○ Participation in the completion of the Operational Review.</li> <li>○ Participation in all training sessions.</li> <li>○ Assist PM with completion of user acceptance testing and data development.</li> </ul>
System Administrator		10% of their time for the duration of the project.	<ul style="list-style-type: none"> <li>○ Participate in System Administration training</li> </ul>
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	<ul style="list-style-type: none"> <li>○ Execute user acceptance testing.</li> </ul>
End Users		50% of their time during the training and transition phase of the project.	<ul style="list-style-type: none"> <li>○ Participate in end user training.</li> </ul>

## Payment Milestones

Below is a milestone-based payment schedule to be implemented during the project rollout:

- Milestone 1: 100% of Licenses (and hosting services if applicable) and 20% of Services and Expenses due upon execution of Agreement.
- Milestone 2: 20% of services and expenses due upon delivery of Operational Review document.
- Milestone 3: 20% of services and expenses due upon installation of software.
- Milestone 4: 20% of services and expenses due upon delivery of initial training session.

- Milestone 5: 20% of services and expenses due upon software first operational use.

## Assumptions

The key assumptions that TripSpark has employed while determining the level of effort involved with this implementation are presented below:

- *The core Demand Response, Fixed Route, and In-Vehicle equipment solutions have already been deployed.*
- *Software will be delivered 'off-the-shelf'. Off the shelf means:*
  - *Software will be installed "as-is" (no customizations) and existing functionality within the Software will be used or adapted for the needs of this project. Feature requests or improvements will be considered after Software Acceptance for this project is completed.*
- *Customer is responsible for the payment of fees associated with their usage of the Notifications solution. (Twilio Fees)*
- *Notifications is available in English only.*
- *It is assumed this software will take advantage of existing TripSpark infrastructure, data sources and software unless otherwise stated.*
- *Microsoft SQL will be used for the database.*



## EXHIBIT F

# Statement of Work: Fleet Expansion & MDM

This document defines the implementation services to be provided by Routematch (TripSpark) for Scott's Bluff Public Transit (Customer) as well as the roles and responsibilities of the Customer staff and resources. Unless otherwise indicated, TripSpark will provide 'standard' implementation services (project management, testing, installation, training, etc.) as defined by TripSpark. Any services beyond what is defined in this document will be considered out of scope, and a change order outlining any additional costs will be required. Any additional costs uncovered from a change order will be the responsibility of the Customer. All implementation Services, materials, and training will be provided in English, unless otherwise stated.

## Overview

This implementation involves the following high-level tasks:

1. Offsite Support Services

## Offsite Support Services

A Kick-Off Call will be scheduled as agreed upon by both parties. The Kick-Off Call will involve one or more meetings with the Customer's project team to discuss the project, its timelines, and to review the scope of work.

TripSpark Will Provide:

- Remote Software Configuration and Remote System Testing of the RmMobile Application
- Remote support services to assist Customer in the installation and troubleshooting of the in-vehicle tablets and any peripherals
- Remote Installation of TripSpark's Third Party Mobile Device Management (MDM) solution
- Provide License keys for 2 additional users and 5 additional vehicles

## TripSpark Resource Responsibilities

TripSpark will provide Project Management services, including but not limited to; Scheduling of TripSpark resources, coordination with Customer resources, follow up and update communications, invoicing based on milestones, and acting as a single point of contact.

## Customer Resource Responsibilities

If Customer causes delays by not adhering to the below responsibilities and requirements listed in this SOW, and these delays result in additional service work being incurred by TripSpark, then TripSpark reserves the right to charge Customer additional services fees, which shall be the responsibility of the Customer.

The table below identifies the resource requirements for the Customer.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Customer and TripSpark	20% of time for duration of project.	<ul style="list-style-type: none"><li>○ Coordinate the scheduling of all of the Customer resources.</li><li>○ Coordination of conference calls and meetings, as required.</li></ul>
Subject Matter Expert	Someone with intimate knowledge of the processes and procedures	75% of time for duration of project.	<ul style="list-style-type: none"><li>○ Participation in the completion of the Kick-Off Call.</li></ul>

Resource	Description	Time Dedication	Tasks
Operations Manager & Maintenance	The Operations Manager is responsible for coordinating availability of buses and drivers, as well as providing support for installers	50% during installs	<ul style="list-style-type: none"> <li>○ Coordinate availability of vehicles and installation locations</li> <li>○ Liaison between TripSpark and maintenance department</li> <li>○ Support the pre and post installation inspections</li> <li>○ Install hardware into vehicles</li> <li>○ Supply Hardware and Data Plans for in-vehicle devices</li> </ul>

## Payment Milestones

Below is a milestone-based payment schedule to be implemented during the project rollout:

- Milestone 1: 100% of Licenses (and hosting services if applicable) and 20% of Services and Expenses due upon execution of Agreement.
- Milestone 2: 20% of services and expenses due upon delivery of Operational Review document.
- Milestone 3: 20% of services and expenses due upon installation of software.
- Milestone 4: 20% of services and expenses due upon delivery of initial training session.
- Milestone 5: 20% of services and expenses due upon software first operational use.

## Assumptions

The key assumptions that TripSpark has employed while determining the level of effort involved with this implementation are presented below:

- *Customer must choose and schedule vehicles for installation once the schedule is confirmed by all stakeholders (TripSpark and Customer).*
- *Software will be delivered 'off-the-shelf'. Off the shelf means:*
  - *Software will be installed "as-is" (no customizations) and existing functionality within the Software will be used or adapted for the needs of this project. Feature requests or improvements will be considered after Software Acceptance for this project is completed*
- *Once an installation is completed and passes installation testing, all further hardware troubleshooting will be accomplished by Customer's maintenance staff. TripSpark will be available for consultation.*
- *Customer is responsible for existing in-vehicle equipment and any repairs or replacements required.*
- *Customer must obtain necessary permits or permissions for any activities requiring outside authorization.*
- *Customer must provide any power converters required for in-vehicle equipment as necessary.*
- *Customer must provide a safe and secure location to store in-vehicle components prior to installation.*
- *Customer is providing the tablet/hardware and installation of all in-vehicle equipment*

- *Customer is providing the Data Plans/SIM Cards for the tablet/hardware*

## EXHIBIT G

### HOSTING SERVICES TERMS AND CONDITIONS

When purchased by Client in an applicable Order Form, Company shall provide Client access to use the Software as accessed through Amazon Web Services (“Cloud”) under the following terms and conditions (the “Hosting Services”).

**1. Access.** Company shall provide Client with unique identification numbers and passwords for each Authorized User to access the Software on the Cloud. Client shall treat Passwords and ID Numbers assigned to Client as private and confidential information of Company.

**2. Storage.** Client shall be entitled to store and access the Client Data and other materials related to its use of the Software on the Cloud. Client shall provide the Client Data in a “cloud-ready” condition, requiring no additional modification by Company, unless specifically agreed to in a writing between the parties.

**3. Responsibility for Client Data.** Client must ensure that its use of Hosting Services and all Client Data is at all times compliant with applicable local, state, federal and international laws and regulations. Client represents and warrants that: (i) it has obtained all necessary rights, releases and permissions to use the Client Data within the Software and (ii) the Client Data and its transfer to and use within the Software by Client does not violate any applicable laws (including without limitation those relating to export control and electronic communications) or rights of any third party, including without limitation any intellectual property rights, rights of privacy, or rights of publicity, and the use, collection and disclosure authorized herein is not inconsistent with the terms of any applicable website or mobile application privacy policies. Company assumes no responsibility or liability for the Client Data, and Client shall be solely responsible for the consequences of using, disclosing, storing, or transmitting the Client Data on the Cloud. Company is not responsible for any loss of Client Data, “downtime”, or other loss or corruption of other software program files that occur on the Cloud.

**4. Security.** Company implements security procedures to help protect the Software from security attacks. However, use of the Hosting Services necessarily involves transmission of Data over networks that are not owned, operated or controlled by Company, and Company is not responsible for any of Data lost, altered, intercepted or stored across such networks. Company cannot guarantee that its security procedures will be error-free, that transmissions of Data will always be secure or that unauthorized third parties will never be able to defeat Company security measures or those of our third-party service providers.

**5. System Security Policies.** Client shall not, nor shall it authorize or assist others to, abuse or fraudulently use the Hosting Services, including without limitation:

(a) disclosing any Passwords or ID Numbers, including without limitation those assigned to Client, to any third party, unless such third party has executed and deliver to Client and to Company a written agreement with Client wherein the third party acknowledges and agrees that: (i) it shall not use the ID Numbers or Password except as an independent contractor of Client’s and solely for and on behalf of Client as permitted under the terms and conditions of this Agreement; (ii) it shall not access or attempt to access any data, information or other materials that may be on the System other than Client’s Content; and (iii) it agrees to a non-disclosure agreement with Client protecting the proprietary nature of information disclosed or made available during the development of Company’s and/or Client’s Content; or

(b) violating Amazon Web Services’ Acceptable Use Policy currently available at <https://aws.amazon.com/aup/>, as it may be modified by Amazon from time to time (“Acceptable Use Policy”).

**6. Violation.** Company and/or its hosting partner reserve the right to remove Client’s Content from the Cloud which Company or its hosting partner, in its reasonable discretion, determines to be in violation of any these policies if Client fails to cure or discontinue the breach of any such policy within ten (10) days of receipt of written notice of such breach or violation. Company reserves the to modify these policies at any time effective upon Client’s receipt of such updates. Notwithstanding the foregoing, in the event Client violates the Acceptable Use Policy, Company may immediately terminate Client’s access to the Hosting Services.

**7. Client Network.** Client is responsible for resolving troubles within its own localized network. Client is responsible for all trouble resolution services with regard to the Content itself unless the trouble arises from or is related to problems with the Cloud or the Software.

**8. Replacement of Cloud Provider.** Company may substitute Amazon Web Services with a different web services provider which provides the same or better web services as reasonably determined by Company upon written notice to Client.