
Software License and Services Agreement

Between

RouteMatch Software, Inc. and Waukesha Metro Transit

_____, 2014

THIS SOFTWARE LICENSE AND SERVICES AGREEMENT (the "Agreement") is made and entered into as of _____, 2014 (the "Effective Date"), by and between **ROUTEMATCH SOFTWARE, INC.**, a Georgia corporation ("RouteMatch"), and **WAUKESHA METRO TRANSIT**, a Wisconsin entity ("Licensee") and, collectively with RouteMatch, the "Parties").

WHEREAS, RouteMatch is the owner of the Software and the User Manuals (each as defined below) which are licensed to Licensee under and pursuant to the terms of this Agreement and all referenced Exhibits; and

WHEREAS, RouteMatch is the provider of certain services related to the installation, setup, training and technical support associated with the use of Software; and

WHEREAS, Licensee desires to obtain (1) a license to use the User Manuals and Software solely in its business operations, (2) the Professional Services, (3) the Customer Support, (4) the Hosting Services, (5) the Cellular Data, and (6) the Hardware, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants set forth herein, and other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. AGREEMENT TO PURCHASE.

The Parties agree to the following rights and responsibilities:

(a) **Purchase of Licenses, Services, and Hardware.**

Licensee agrees to purchase from RouteMatch, and RouteMatch agrees to provide to Licensee, under the terms of this Agreement, (1) the Licenses; (2) the following "Services": (A) the Professional Services, (B) the Customer Support, (C) the Hosting Services; (3) the Cellular Data, and (4) the Hardware. Collectively, the Licenses, Services, and Cellular Data set forth in the foregoing clauses in this subsection 1(a), are referred to in this Agreement as the "Project".

(b) **Term.** The obligations of the Parties under and pursuant to this Agreement shall become effective as of the Effective Date and shall remain in effect as follows:

(1) License to Use Software: Perpetual.

(2) Professional Services: From Effective Date through System Acceptance. As used in this Agreement, "System Acceptance" is deemed to occur at the point in time at which the Software substantially conforms in all material respects to the specifications set forth in **Exhibit C-1** of this Agreement.

(3) Customer Support and Cellular Data: For a period of thirty six (36) months after "Go Live" (the "Initial Term"). Beginning on the first anniversary of the Initial Term, the Parties' Customer Support and Cellular Data obligations relating to this Agreement (including, without limitation, RouteMatch's obligation to provide the Customer Support and Cellular Data and Licensee's obligation to pay RouteMatch's invoice for the upcoming year's Customer Support and Cellular Data) shall be automatically renewed for additional twelve (12) month periods (each such additional period, a "Renewal Term") and,

collectively with the Initial Term, the "Term") unless either Party provides the other Party with at least sixty (60) days written notice of non-renewal prior to the end of the then-current year of the Term. As used in this Agreement, "Go Live" means the point in time at which Licensee first uses the Software in its daily operations.

(4) Hosting Services: For a period of thirty six (36) months after the Software is installed on a central server and made available to Licensee (the "Initial Hosting Term"). Beginning on the first anniversary of the Initial Hosting Term, the Parties' Hosting Services obligations relating to this Agreement (including, without limitation, RouteMatch's obligation to provide the Hosting Services and Licensee's obligation to pay RouteMatch's invoice for the upcoming year's Hosting Services) shall be automatically extended for additional twelve (12) month periods (each such additional period, a "Renewal Hosting Term") and, collectively with the Initial Hosting Term, the "Hosting Term"), unless either Party provides the other Party with at least sixty (60) days written notice of non-renewal prior to the end of the then-current year of the Hosting Term. The Software shall be considered "available" once RouteMatch has installed the Software on the Server and provided Licensee with valid usernames and passwords which enable Licensee to access the Software over the Internet using a computer which meets the System Requirements set forth in **Exhibit C-2**.

(c) **Right to Suspend Services.** So long as Licensee is in breach of any term or condition of this Agreement, RouteMatch may, in its sole discretion, suspend performance of any of its obligations to provide any of the Services to Licensee under this Agreement.

2. LICENSE TO USE SOFTWARE.

- (a) **Description.** RouteMatch grants to Licensee the following licenses (the “Licenses”) for the authorized number of Authorized Users and Vehicles (as provided in subsection 2(b)):

- (1) License to use the installed version of the “Software” listed in **Exhibit A** (the “Software”); and
- (2) License to use one (1) hard copy and one (1) digital copy of RouteMatch’s user manuals relating to the purchased Licenses, together with flip books and/or pocket guides equal to the number of Vehicles, as defined in this Agreement. RouteMatch will provide the digital copy to Licensee in Adobe Acrobat PDF format after installation of the Software (collectively, the “User Manuals”).

Each License is non-transferable. Licensee’s use of each License is at all times subject to the terms and conditions of this Agreement.

(b) **Scope**

- (1) **Vehicles.** Licensee may manage as many vehicles with each item of the Software as is expressly stated for such item of Software in **Exhibit A**. The vehicles so designated in accordance with this subsection and the applicable rows of **Exhibit A** are referred to in this Agreement, collectively, as the “Vehicles”.
- (2) **Authorized Users.** Licensee may designate as many employees to use each item of the Software as is expressly stated for such item of Software in **Exhibit A**. The employees so designated in accordance with this subsection and the applicable rows of **Exhibit A** are referred to in this Agreement, collectively, as the “Authorized Users”.

3. HARDWARE.

- (a) **Data Devices.** RouteMatch will deliver to Licensee the electronic devices set forth in the “Third Party Hardware” section of **Exhibit A** for use in the Vehicles, including, without limitation, the tablets set forth therein (the “Devices”).
- (b) **Cradles/Mounts.** RouteMatch will deliver to Licensee the cradles/mounts set forth in the “Third Party Hardware” section of **Exhibit A** for use with the tablet Devices (the “Cradles” and, collectively with the Devices, the “Hardware”).
- (c) **Installation.** If a specific line item(s) in the “Third Party Hardware” section of **Exhibit A** indicates that RouteMatch will provide installation services, RouteMatch or a third party installer will install the appropriate Hardware so specified in the Vehicles.

4. PROFESSIONAL SERVICES.

In consideration for Licensee’s payment of the fees and reimbursement of expenses as set forth in this Agreement or as otherwise agreed in a writing signed by the Parties, RouteMatch will provide (x) the following RouteMatch Implementation Methodology (“RIM”) Professional Services to Licensee during the applicable stage set forth in subsections 4(a) through 4(g) below (collectively, the “Professional Services”), which stages are listed sequentially, subject to a maximum number of hours of the applicable amount set forth in **Exhibit A** divided by \$110.00; and (y) accompanying deliverable documentation referenced in subsections 4(a) through 4(g) below (the “Deliverables”):

(a) **Project Management**

RouteMatch will provide project management services throughout all phases of the Implementation. The Project Manager will (1) oversee all aspects of the Project, (2) conduct Bi-Weekly Project Status reviews with Licensee, and (3) be responsible for resolution of all issues and action items.

(b) **Phase 0: Initiation**

RouteMatch and Licensee will initiate and complete the contract documents. RouteMatch will schedule, prepare and participate in the Project kickoff meeting (the “Kickoff Meeting”), which will result in an end-to-end Implementation Work Plan and Statement of Work. (The Statement of Work will identify Scope of the Project, Deliverables, Project Budget, Project Timeline, Project Risks, Project Issues, and Project Resource Requirements).

(c) **Phase 1: Design**

- **Duties:** RouteMatch will (1) review and document specific operational and functional details of how the Software and Hardware will be implemented, integrated, and deployed at Licensee’s location; (2) perform an Operations and Technical Assessment of Licensee’s current operating environment; (3) create a System Design Document of how Licensee will use the Software in its operations; (4) identify changes needed between current operations and system flow; (5) if applicable, convert Licensee’s data for use in the RouteMatch software; (6) conduct a full training assessment of all the Authorized Users; (7) develop a training plan for the Authorized Users; and (8) execute training.

- **Deliverables:** System Design Document, Training Needs Analysis, Hardware Design Document, Interface Control Document, and Conversion Plan.

(d) **Phase 2: Build-out**

- **Duties:** RouteMatch will manage the build out of the agreed-upon System Design, including the RouteMatch database and all applications. During this Build-Out Phase, RouteMatch will perform complete vendor assembly testing, including unit testing, integration testing and system testing as follows:

Vendor Assembly Test Plan:

- **Unit Testing** is executed at a low level of the Software. The implementation team tests the basic components of the Software.
- **Integration Testing** is performed against the System Design Document and operational process for Licensee and will include Hardware peripherals.
- **System Testing** affirms the end-to-end quality of the entire Software system (the “System”). The System Test is based on the functional/requirement specification of the System. Non-functional quality attributes, such as reliability, security, and maintainability, are also validated.
- **Deliverables:** Test Report, End User / Licensee training guides, and Go-Live Risk Assessment with Mitigation Plan.

(e) **Phase 3: Education**

- **Duties:** RouteMatch will (1) execute the agreed-upon Training Plan (the training under the Training Plan is role-based and in accordance with the training needs analysis performed during Phase 1: Design); and (2) perform risk assessment, comparing project objectives.
- **Deliverables:** Go-Live Success Criteria, Risk Assessment and Implementation Checklist.

(f) **Phase 4: Deployment**

- **Duties:** RouteMatch will coordinate the phased-in deployment of the System and oversee Go Live with Licensee. This includes User Acceptance Testing, Pilot, Burn-In, Go-Live, and Implementation Support.
- **Deliverables:** Post Project Assessment Documents, including Baseline/Go-Live analysis.

(g) **Phase 5: System Acceptance**

- **Duties:** RouteMatch and Licensee will confirm System Acceptance and transition Licensee to RouteMatch Customer Support.

- **Deliverables:** Baseline Measures and Metrics Analysis and Customer Support Transition documents.

The parties agree that a more detailed schedule with all training dates and times will be finalized during the Kickoff Meeting and set forth in the Project plan, to be prepared and delivered to Licensee by RouteMatch within thirty (30) days after the Kickoff Meeting.

5. CUSTOMER SUPPORT.

In consideration for Licensee’s payment of the fees and reimbursement of expenses as set forth herein or as otherwise agreed in writing signed by the Parties, during the Term, RouteMatch will provide its Premium Technical Support & Maintenance customer support services (the “Customer Support”) for the Software, as follows:

- Live Support.** RouteMatch will provide (i) toll-free technical support by phone and email, twenty-four (24) hours a day, seven (7) days a week. Customer Support personnel will be available for live consultation from 6:00 AM – 8:00 PM (EST) and will, within two (2) hours, (i) return all calls made to RouteMatch’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. Two (2) Customer Support team members will 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 will 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 will initiate a support event and email an alert notification to Licensee containing a unique tracking identification number.
- Updates.** As part of the Premium Technical Support & Maintenance that Licensee has purchased, RouteMatch will provide to Licensee all Updates (as defined in **Exhibit B**) free of charge during the period in which Licensee is current on payments for Premium Technical Support & Maintenance, along with all patches to the Software, on CD or other acceptable electronic means.
- Upgrades.** As part of the Premium Technical Support & Maintenance that Licensee has purchased, RouteMatch will provide to Licensee Upgrades (as defined in **Exhibit B**), and patches on CD or other acceptable electronic means, free of charge during the period in which Licensee is current on payments for Premium Technical Support & Maintenance.

- (d) **Customer Support Website.** RouteMatch will provide Licensee access through a unique, secure password to RouteMatch's Customer Support Website ("CSW"). The CSW (i) is maintained for licensees only and contains information regarding the Software, Services, and other helpful information, and (ii) provides access to the most up-to-date documentation, new case submittal forms, and available releases. Customers submitting cases or requests through the CSW receive confirmation of receipt within one (1) business hour of submittal.
- (e) **User Groups.** Licensee will be permitted to participate, free of charge, in regional user groups for Licensee's region, if available.
- (f) **On-Line Training Sessions.** In an effort to ensure that Licensee maximizes the Software's potential during the Term, Licensee's 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 Licensee's request, RouteMatch will host the five (5) afore-mentioned training sessions on the subject matter requested by Licensee at a mutually agreed upon date and time.
- (g) **Scheduled Web Training Classes.** In an additional effort to ensure that Licensee maximizes the Software's potential during the Term, Licensee's Authorized Users may jointly participate in all regularly scheduled Web-training classes that RouteMatch conducts each year of the Term. RouteMatch will routinely publish a schedule of available training classes and subjects on the CSW. Additional classes can be purchased at the then applicable rate for Premium Support customers.
- (h) **Annual User Conference.** RouteMatch holds an annual users conference ("User Conference") at a site selected annually by RouteMatch. RouteMatch encourages licensees to participate in this exciting and informative event. To this end, up to two (2) of Licensee's Authorized Users may attend the User Conference each year, free of charge. RouteMatch invites additional personnel of Licensee to attend the annual User Conference at half off the standard retail price of five hundred ninety five and 00/100 dollars (\$595.00) per employee, or two hundred ninety seven and 50/100 dollars (\$297.50) per employee. Notwithstanding anything to the contrary contained herein, RouteMatch has no obligation to pay for any of Licensee's attendees' expenses or costs to attend the User Conference (including, without limitation, travel, lodging, meals, and entertainment costs).

6. HOSTING SERVICES.

In consideration for Licensee's payment of the fees and reimbursement of expenses as set forth herein or as otherwise agreed in writing signed by the Parties, during the Hosting Term, RouteMatch will provide the Hosting Services as follows:

- (a) **Definition.** As used in this Agreement "Hosting Services" means the services described in Section 5(b).
- (b) **Description**
 - (1) RouteMatch will (A) either directly or through a hosting partner, provide to Licensee access to and use of a server (the "Server") and the Software, which will be installed on the Server (the "System"), and (B) provide Licensee with separate (i) identification numbers ("ID Numbers") and (ii) passwords ("Passwords"), for each Authorized User to enable the System to identify each Authorized User.
 - (2) Licensee shall (A) subject to the terms of this Agreement, be entitled to store and access Licensee's data, information and other materials (collectively, the "Content") on the Server for use in conjunction with the Software, and (B) ensure the Authorized Users provide each such Authorized User's provided Password when accessing the System.
- (c) **Licensee Responsibilities**
 - (1) **Compliance with ASP Policies.** As used in this Agreement, "ASP Policies" are written policies of RouteMatch or its hosting partner that have been delivered to Licensee. ASP Policies are designed to help protect RouteMatch, its hosting partner, and RouteMatch's customers having access to the Server from irresponsible or illegal activities. Licensee shall not, nor shall it authorize or assist others to, abuse or fraudulently use the ASP Services. "Abuse or fraudulent use" as used in this Agreement includes, without limitation:
 - disclosing any Passwords or ID Numbers, including without limitation those assigned to Licensee, to any third party, unless such third party has executed and delivered (A) to Licensee and to RouteMatch a written agreement with Licensee wherein the third party acknowledges and agrees that (i) he, she, or it will not use the ID Numbers or Password except as an independent contractor of Licensee's and solely for and on behalf of Licensee as permitted under the terms and conditions of this Agreement, and (ii) he, she, or it will not access or attempt to access any data, information or other materials that may be on the System other than Licensee's Content, and (B) to RouteMatch a Non-Disclosure Agreement with RouteMatch protecting the proprietary

nature of information disclosed or made available during the development of RouteMatch's and/or Licensee's Content. Licensee shall treat Passwords and ID Numbers assigned to Licensee as private and confidential information of RouteMatch;

- developing web sites or Content, knowingly or unknowingly, which Licensee should have reason to believe that RouteMatch or its hosting partner would consider destructive in nature (including, without limitation, aggressively capturing CPUs, memory, and/or input or output to the point where it seriously degrades performance of the Server and is inhibiting other RouteMatch customers' ability to use the ASP Services); and
- providing material which is, in the reasonable opinion of RouteMatch or its hosting partner, threatening or harassing, obscene or pornographic, profane, abusive, libelous, socially objectionable, unlawful, discriminatory, offensive, or protected by trade secrets.

Licensee will indemnify, defend, and hold harmless RouteMatch and its hosting partner, if any, from any and all claims and actions, damages, costs, and expenses which arise in connection with Licensee's Content, or violation of these terms or of any ASP Policies. RouteMatch and/or its hosting partner reserve the right to remove Licensee's Content from its Server which RouteMatch or its hosting partner, in its reasonable discretion, determines to be in violation of any ASP Policies if Licensee 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. RouteMatch reserves the right, for itself and its hosting partner, to modify these ASP Policies at any time, provided that any such revised ASP Policies will not be or become effective as to Licensee until such revised ASP Policies are delivered in writing to Licensee.

- (2) Content. Licensee shall provide and maintain all of its own Content to be stored on the Server. Licensee shall provide Content in a "server-ready" condition, which is a form requiring no additional manipulation by RouteMatch or its hosting partner, unless specifically agreed to in a writing signed by RouteMatch.
- (3) Access to the Server. Licensee is responsible for providing, operating and maintaining access to the Internet necessary to link its computer and/or network to the Server and the System unless and only to the extent

otherwise provided in a writing signed by RouteMatch.

- (4) Access Equipment. Unless otherwise provided in this Agreement, Licensee must provide all telephone, computer, hardware and software equipment and services necessary to access the Server and System.
- (5) Support of Licensee's Own Network and Content. Licensee is responsible for resolving troubles within its own localized network unless otherwise provided for in a writing signed by RouteMatch. Unless otherwise provided for in this Agreement, Licensee 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 Server or the Software.
- (6) Hardware Requirements. Licensee is responsible for providing necessary hardware and software required for the Software to function, consistent with the specifications set forth in Exhibit C-2.

7. CELLULAR DATA PLAN.

In consideration of the payment of the fees and reimbursement of expenses as set forth herein, RouteMatch will provide cellular data for use by each Device (the "Cellular Data"), subject to a maximum usage per month for each Device (as measured in MB or GB) as set forth in the applicable row of Exhibit A (the "Monthly Data Maximum").

- (a) Data Overages. To the extent any Device exceeds the Monthly Data Maximum in a month (each occurrence, an "Overage"), Licensee shall pay RouteMatch the per-MB overage rate prevailing at that time and billed to Licensee for the number of MBs comprising the Overage. Licensee shall pay RouteMatch in full for such Overage within thirty (30) days of receipt of RouteMatch's bill for such Overage. Additionally, in an effort to protect Licensee from excessive Overage charges, if any Device experiences an Overage, RouteMatch may prevent continued use of such Device by instructing Licensee to discontinue use of such Device or by using a "lock-down application" to "lock down" the Device until Licensee pays RouteMatch pursuant to this subsection for such Overage.
- (b) Offline Mapping and Lock-Down Applications. To help prevent Overages, RouteMatch may install, for each Vehicle Device, (i) an offline mapping solution which shall serve as Licensee's exclusive mapping application if so installed (the "Offline Mapping Application"), and/or (ii) a mobile device management application or other "lock-down application".

8. ADDITIONAL SERVICES.

So long as Licensee is not in breach of or default under this Agreement, Licensee may purchase and acquire from RouteMatch additional or elective services at prices and terms mutually agreed upon by the Parties at that time. Any such purchase must be evidenced by an authorized representative of each Party which sets forth the additional or elective services and products to be purchased by Licensee and provided by RouteMatch, as well as the prices for such services and products. All such additional or elective services shall be provided on an hourly- or daily-rate basis, if applicable, unless the Parties have executed a new Statement of Work setting forth the services, deliverables, schedules, specifications, acceptance, criteria, and price of the (a "New Statement of Work"). Any New Statement of Work will be an Addendum to this Agreement and will incorporate the terms and conditions of this Agreement.

9. PAYMENT.

- (a) **Software and Professional Services.** Licensee shall pay for all Software and Professional Services fees in the amounts set forth on **Exhibit A**, as those items are delivered (including on a daily prorated basis where RouteMatch delivers a portion of such Professional Services).
- (b) **Hardware.** Licensee shall pay for all Hardware and Hardware Installation (if applicable) in the amounts set forth on **Exhibit A**, as those items are delivered.
- (c) **Customer Support & Maintenance.** Licensee shall pay fees for Customer Support for the Initial Term at Go Live in the amount set forth on **Exhibit A**, and for each Renewal Term, within sixty (60) days after an invoice from RouteMatch but in all events prior to the first day of such Renewal Term.
- (d) **Hosting.** Licensee shall pay fees for Hosting Services for the Initial Hosting Term once the Software is installed on a central server and made available to Licensee in the amount set forth on **Exhibit A**, and for each Renewal Hosting Term, within sixty (60) days after an invoice from RouteMatch but in all events prior to the first day of such Renewal Hosting Term.
- (e) **Cellular Data.** Licensee shall pay fees for the Cellular Data for the Initial Term at Go Live in the amount set forth on **Exhibit A**, and for each Renewal Term, within sixty (60) days after an invoice from RouteMatch but in all events prior to the first day of such Renewal Term. Licensee shall additionally pay for any Cellular Data used in the performance of the Professional Services.
- (f) **Expenses.** Licensee shall reimburse RouteMatch for all expenses contemplated herein (including,

without limitation, any Overage) within the time period specified for the payment of such expense, or, if not so specified, within thirty (30) days of receiving an invoice from RouteMatch.

10. LICENSEE'S OBLIGATIONS.

- (a) **General.** Licensee shall name a point of contact representative (the "Point of Contact") responsible for all communications between RouteMatch and Licensee throughout the RIM process. The Point of Contact will 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 RouteMatch representatives, as requested.
- (b) **Implementation Work Plan.** Licensee acknowledges and agrees that time is critical in the performance of the Implementation Work Plan. Licensee further acknowledges and agrees that any delay in the implementation of the Project due to the acts or omissions of Licensee, its employees, subcontractors, agents and/or client(s) (persons other than RouteMatch representatives), shall not constitute a delay in RouteMatch's performance and shall not delay or prevent payment of any amount that would have been due to be paid to RouteMatch under this Agreement.
- (a) **Installation.** Licensee agrees that an IT manager-level representative, capable of providing RouteMatch administrative access to all of Licensee's applicable computers, vehicles, workstations and servers, will be available to assist RouteMatch during the Software installation period. Licensee further agrees to provide RouteMatch with two (2) hours of down time per vehicle and workstation, in which RouteMatch has complete, uninterrupted access to said vehicle or workstation to equip such vehicle or workstation with the applicable Software.
- (c) **Data Conversion.** If RouteMatch is to provide data conversion services, Licensee is solely responsible for presenting all of its business and other data to be used with the Software in an acceptable format (Microsoft Excel, template to be provided by RouteMatch) to expedite data conversion services.
- (d) **Training.** Licensee agrees to make all of its Authorized Users that are considered by Licensee to be "trainees" on the use of the Software or who are to receive training as part of the Professional Services available for the stated number of uninterrupted, dedicated eight (8) hour training days.
- (e) **Customer Support.** During the Term, Licensee shall (1) follow and comply with the RouteMatch Customer Support Program communicated to

Licensee from time to time, (2) direct all technical and Customer Support questions and communications through the Point of Contact, and (3) provide the necessary and qualified personnel, as requested by RouteMatch, to assist in completing the Project.

- (f) **Communications Network.** This Agreement requires a compatible public data network. Licensee is required to provide and has the sole responsibility for contracting directly with a compatible public data carrier for the data plans and airtime requirements.
- (b) **Workstation Set Up.** Licensee is responsible for providing the requisite space, power and network connections for all required workstations.
- (c) **IT Services.** Licensee is responsible for all necessary IT services related to the installation of workstation equipment, firewall protections and necessary software applications.
- (g) **Internet Connection.** Licensee is responsible for providing the high speed Internet connection necessary to connect to the public data network.

11. MISCELLANEOUS.

- (a) **Exhibits.** This Agreement includes the following Exhibits, which by this reference are incorporated into the Agreement as fully as if contained herein:

- (1) **Exhibit A** (Licenses and Services Purchased)
- (2) **Exhibit B** (Terms and Conditions)
- (3) **Exhibits C-1, C-2** (Product Description, Workstation Requirements).

The Parties acknowledge and agree that any Section of an Exhibit referenced in this Agreement which is not included in such Exhibit is hereby deemed to have been intentionally omitted and any clause in this Agreement referring to such Section is hereby deemed deleted from this Agreement in its entirety.

- (b) **Duties Related to Purchase.** All fees and charges are exclusive of all taxes. Licensee acknowledges and agrees that RouteMatch is not withholding any sales tax which may result from this Agreement. Accordingly, except and to the extent that Licensee has tax exempt status and is not subject to the payment of taxes, Licensee is solely responsible for payment of any and all taxes, including, without limitation, sales or use taxes, franchise taxes, intangible taxes, and property taxes resulting from Licensee's purchase or acceptance from RouteMatch of any license, any cellular data, any hardware, any other product, and/or any of the services that RouteMatch may provide to Licensee under and

pursuant to this Agreement, exclusive of taxes based on RouteMatch's net income. If Licensee is exempt from the obligation to pay taxes, Licensee shall provide RouteMatch with evidence of such tax exempt status as reasonably required by RouteMatch.

- (c) **Notices.** All notices, requests, demands and other communications required or permitted hereunder shall be in writing and, if mailed by prepaid first class mail or certified mail, return receipt requested, shall be deemed to have been received on the earlier of the date shown on the receipt or three (3) business days after the postmarked date thereof and, if sent by facsimile, shall be followed forthwith by first class mail and shall be deemed to have been received on the next business day following dispatch and acknowledgment of receipt by the recipient's facsimile machine. In addition, notices hereunder may be delivered by hand, in which event the notice shall be deemed effective when delivered, or by overnight courier, in which event the notice shall be deemed to have been received on the next business day following delivery to such courier. All notices and other communications under this Agreement shall be given to the Parties hereto at the following addresses with adequate postage thereon, if applicable, and as follows unless and until notice of another or different address shall be given as provided herein:

- **If to RouteMatch:**
RouteMatch Software, Inc.
1201 W. Peachtree St – Ste 3300
Atlanta, GA 30309
Attn: Contracts Manager

With a copy to:
Freisem, Macon, Swann & Malone LLP
2905 Piedmont Rd – Ste C
Atlanta, GA 30305
Attn: Barclay Macon

- **If to Licensee:**
Waukesha Metro Transit
2311 Badger Drive
Waukesha, WI 53188-5932
262-524-3636

- (d) **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. Notwithstanding the foregoing, the underlined portions of subsection 1(b) have substantive meaning in defining the term of the products and services contemplated by this Agreement.

- (e) **Governing Law.** This Agreement shall be controlled, construed and enforced in accordance with the substantive laws of the State of Georgia without regard to any laws related to choice or conflicts of laws.

(f) **Assignment Rights for Piggy Back Extension.**

Licensee is purchasing the Licenses, Services, and Hardware hereunder after determining that the amounts of such Licenses, Services, and Hardware constitute reasonable expectations of Licensee's current and future needs. During the Initial Term and any Renewal Term, not to exceed five (5) years from the Effective Date, this Agreement, and all associated deliverables, may be assigned to up to one (1) but no more than ten (10) other transit systems or their agents per the same terms and conditions and at the same rates as set forth herein. Such assignment shall be evidenced through a separate, written Software License and Services Agreement which incorporates this Agreement by reference.

(g) **Waiver; Entire Agreement.** This Agreement constitutes the entire agreement among the Parties relating to the subject matter hereof, and supersedes all prior and contemporaneous

negotiations, writings, proposals, agreements, warranties, guarantees, whether written or oral, express or implied, relating to the subject matter of this Agreement. The Parties may, by mutual written agreement and in no other manner, modify or amend the terms of this Agreement. The failure or delay of any Party at any time or times to require the performance of any provision of this Agreement shall in no manner affect its right to enforce that provision. No single or partial waiver by any Party of any condition of this Agreement, or the breach of any term, agreement or covenant of, or the inaccuracy of any representation or warranty in, this Agreement, whether by conduct or otherwise, in any one or more instances, shall be construed or deemed to be a further or continuing waiver of any such condition, breach or inaccuracy or a waiver of any other condition, breach or inaccuracy.

[Signatures contained on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

ROUTEMATCH:

ROUTEMATCH SOFTWARE, INC.

By: _____
Name: _____
Title: _____

Date: _____

LICENSEE:

WAUKESHA METRO TRANSIT

By: _____
Name: _____
Title: _____

Date: _____

Exhibit A

Products and Services Purchased and Payment Terms

Capital Costs		
	CAD/AVL Software License - 31 Vehicles, 4 Authorized Users, 11 routes	\$70,995
	RouteShout Administration	\$20,000
	Hardware Tablet Devices - 31 Devices	\$11,625
	Hardware Mounts/Cradles - 31 Hardware items	\$5,425
	Professional Services - Project Management	\$12,980
	Travel Expenses - Capped - 2 trips	\$5,000
	Professional Services - Onsite Training	\$3,960
	Subtotal	\$129,985
Operating Costs		
Year 1	Cellular Data Plan - 31 tablet Devices, 12 mos., 50 MB per Device	\$5,580
	ASP Cloud Services Hosting - 4 Authorized Users, 12 mos.	\$5,400
	Premium Technical Support & Maintenance for all Software	Included
	Subtotal - Year 1 of the Term	10,980
Year 2	Cellular Data Plan - 31 tablet Devices, 12 mos., 50 MB per Device	\$5,580
	ASP Cloud Services Hosting - 4 Authorized Users, 12 mos.	\$5,400
	Premium Technical Support & Maintenance for all Software	\$15,180
	Subtotal - Year 2 of the Term (paid in Year 1 of the Term)	\$26,160
Year 3	Cellular Data Plan - 31 tablet Devices, 12 mos., 50 MB per Device	\$5,580
	ASP Cloud Services Hosting - 4 Authorized Users, 12 mos.	\$5,400
	Premium Technical Support & Maintenance for all Software	\$15,180
	Subtotal - Year 3 of the Term (paid in Year 1 of the Term)	\$26,160
First Year Grand Total		\$193,285

EXHIBIT B

TO SOFTWARE LICENSE AND SERVICES AGREEMENT BETWEEN ROUTEMATCH AND LICENSEE

Terms & Conditions

The Software and Documentation are licensed to Licensee and the Services are provided to Licensee under the additional Terms and Conditions set forth in this **Exhibit B**, the terms of which are fully incorporated into and made a part of the Agreement.

1. THE SOFTWARE IS COPYRIGHTED AND LICENSED (NOT SOLD). ROUTEMATCH DOES NOT SELL OR TRANSFER TITLE TO, OR ANY OWNERSHIP INTEREST IN, THE SOFTWARE, USER MANUALS, OR OTHER DOCUMENTATION OR DELIVERABLES TO LICENSEE. LICENSEE'S LICENSE OF THE SOFTWARE WILL NOT COMMENCE UNTIL LICENSEE HAS EXECUTED THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF ROUTEMATCH HAS RECEIVED, APPROVED AND EXECUTED A COPY OF IT AS EXECUTED BY LICENSEE.

2. UPDATES AND UPGRADES.

For purposes of this Agreement, the term "Updates" refers to fixes and minor changes to the Software, which are indicated by internal, incremental numeric changes smaller than a "1" unit (i.e. release 1.1 to 1.2). So long as Licensee has (a) paid in full the invoiced amount for the Comprehensive Technical Support & Maintenance for the then-current year of the Term, and (b) is not otherwise in breach of or default under the terms of this Agreement, RouteMatch shall, at no additional charge or fee to Licensee, provide Licensee with all Updates issued and disseminated by RouteMatch.

For purposes of this Agreement, the term "Upgrades" means and refers to major changes or to a new release of the Software, including, without limitation, any new major release of the Software. Upgrades to the Software are normally indicated by incremental numeric changes as "1" whole unit (i.e. release 1.0 to 2.0). So long as Licensee has (a) purchased RouteMatch's Premium Technical Support & Maintenance package, (b) paid in full its annual, billed technical support fee for the then-current year of the Term, and (c) is not otherwise in breach of or default under the terms of this Agreement, RouteMatch shall, at no additional charge or fee to Licensee, provide Licensee with all Upgrades issued and disseminated by RouteMatch.

3. SCOPE OF LICENSE RIGHTS; RESTRICTIONS.

(a) The Licenses granted to Licensee under this Agreement entitle Licensee to use, and Licensee agrees to use, the Software and Deliverables solely as set forth in these Sections 3(a)(i) through 3(a)(iv):

- (1) store, install and access the Software, in machine readable form, through an internal network using only computers and software which conform to the system requirements set forth in **Exhibit C-2**, or access the Software via the Internet on one server only, but in either case only for use by the Authorized Users and only for the purpose of serving the internal needs of the business of Licensee;
 - (2) In support of Licensee's authorized use of the Software, store the Software's machine-readable instructions or data in, transmit it through, and display it on machines associated with computer(s) which conform to the system requirements set forth in the Agreement;
 - (3) make one copy of the Software in machine-readable, object code form, for nonproductive backup purposes only, provided that RouteMatch's proprietary legend is included; and
 - (4) use the Deliverables solely to assist Licensee in its authorized use of the Software.
- (b) The license granted to Licensee under this Agreement does not grant to Licensee the right to, and Licensee acknowledges and agrees that it does not have the right to and that it will not:

- (1) copy (except as expressly permitted in Section 3(a)(3) above), 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; directly or indirectly create or attempt to create software that emulates the Software; prepare derivative works of the Software; or separate the components of the Software;
- (2) copy or provide any third party with access to or use of any of the Deliverables without the prior written consent of RouteMatch;
- (3) transfer any of Licensee's rights or obligations

under this Agreement without the express, advance, written consent of an officer of RouteMatch, and then only if: (A) Licensee keeps no copies of the Software, Users Manuals, or Deliverables; (B) Licensee transfers Licensee's entire rights and obligations under this Agreement in or to the Software, Users Manuals, or Deliverables; and, (C) the transferee agrees in writing to the terms and conditions of this Agreement, after which time Licensee will no longer have the right to use the Software. Any attempted transfer or assignment of any of Licensee's rights or obligations under this Agreement shall be null and void unless it is in full compliance with this Section 3(b)(3);

- (4) remove any proprietary or copyright legend from any material contained in or on the Software, Users Manuals, or Deliverables;
- (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 RouteMatch.

4. LIMITED WARRANTY AND LIMITATION OF WARRANTIES.

- (a) Subject to the conditions and limitations set forth herein, RouteMatch warrants for a period of ninety (90) days immediately following the installation of the Software (the "Warranty Period") that the Software will substantially conform in all material respects to the specifications set forth in the Agreement, which is attached hereto and incorporated herein, for the version or release level of the Software most recently installed for Licensee. Subject to the provisions and limitations set forth herein, RouteMatch will correct any such nonconforming Software if Licensee has notified RouteMatch of such nonconformity in writing within the Warranty Period. RouteMatch shall not be obligated to correct, cure or otherwise remedy any such nonconformity in the Software if (1) Licensee has not reported to RouteMatch the existence and nature of such nonconformity within the Warranty Period, and (2) such nonconformity cannot be verified.
- (b) The limited warranty set forth in Section 4(a) above does not apply to any Software that has been repaired or modified by persons other than RouteMatch or its authorized agents, or that has been installed by Licensee or any of its independent contractors other than RouteMatch. The foregoing warranty is conditioned upon the proper use of the Software in accordance with the

terms and conditions of this Agreement and with RouteMatch's User Manual and any other written instructions provided by RouteMatch to Licensee, and in an operating environment in compliance with the specifications and requirements as set forth in this Agreement. RouteMatch makes no warranty that the Software will meet Licensee's requirements or operate in combinations with other software or hardware selected by Licensee, that the operation of the Software will be uninterrupted or error free, or that all Software defects will be corrected.

- (c) As Licensee's exclusive remedy for any material nonconformity in the Software for which RouteMatch is responsible as provided in this Section 4 and for which RouteMatch is notified in writing within the Warranty Period as set forth above, RouteMatch shall attempt through reasonable effort to correct or cure any such reproducible, material nonconformity by issuing a software patch, a work-around or bypass. In the event that RouteMatch does not correct or cure any such nonconformity after it has made a reasonable effort to do so, or if RouteMatch determines that it is not economically feasible or reasonable to make such correction, Licensee's exclusive remedy shall be (i) a reduction in the license fee paid by Licensee for the nonconforming Software in an amount mutually agreed upon in writing signed by the Parties; or (ii) if no such amount is agreed to in writing signed by the Parties within thirty (30) days after RouteMatch has notified Licensee in writing that RouteMatch has not corrected or cured a material nonconformity after having made a reasonable effort to do so, then Licensee shall have ten (10) days from the end of the such thirty (30) day period within which to elect, and to notify RouteMatch in writing of its election, to either promptly return all copies of the Software, Users Manuals, or Deliverables and obtain a refund of the license fee(s) paid for such nonconformity, or accept the Software with such nonconformity and with no reduction in the License Fee(s). Licensee's failure to timely make such an election shall be deemed to be an election of the latter option.
- (d) EXCEPT AS PROVIDED IN SECTION 4(a) THROUGH (c) OF THIS EXHIBIT B, THE SOFTWARE IS LICENSED ON AN "AS IS" BASIS, AND ROUTEMATCH DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SOFTWARE, USERS MANUALS, AND DELIVERABLES, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, ANY NEGLIGENCE, AND ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. FOR GREATER CERTAINTY,

ROUTEMATCH MAKES NO WARRANTY THAT THE SOFTWARE WILL OPERATE WITH ALL APPLICATIONS, UTILITIES OR OTHER MEMORY RESIDENT PROGRAMS.

- (e) RouteMatch shall not be responsible for any obsolescence of the Software for any reason. Furthermore, RouteMatch assumes no responsibility for the use of superseded, outdated or uncorrected versions of the Software.

5. PROPRIETARY PROTECTION AND RESTRICTIONS.

- (a) Licensee acknowledges that RouteMatch has spent a number of years developing the Software, Users Manuals, and Deliverables and accordingly agrees that the Software, Users Manuals, and Deliverables are the sole property of RouteMatch and contain copyrighted, confidential and trade secret information, and that as between RouteMatch and Licensee, RouteMatch shall have the sole and exclusive ownership of all right, title and interest in and to its confidential information (as defined below), the Software, the Users Manuals, and the Deliverables (including ownership of all trade secrets and copyrights pertaining to, or contained within, any of the foregoing), subject only to the rights and privileges expressly granted to Licensee herein by RouteMatch. Licensee must and will keep the Software, Users Manuals, and Deliverables free and clear of all claims, liens and encumbrances of any nature whatsoever. Licensee will keep RouteMatch's confidential information, the Software, Users Manuals, and Deliverables in complete confidence, and will take all measures necessary to protect and maintain the confidential and proprietary character of the confidential information, Software, Users Manuals, and Deliverables. Additionally, Licensee will indemnify and hold RouteMatch harmless from and against all losses and damages resulting from any unauthorized or improper disclosure, dissemination or use of the confidential information, Software, Users Manuals, or Deliverables as a result, in whole or in part, of Licensee's action or inaction.

For the purposes of this Agreement, "confidential information" includes any and all financial, legal, technical, commercial, or other information concerning the business and affairs of RouteMatch or its affiliates, which may include, without limitation, any information contained in any business plan of RouteMatch or its affiliates, trade "know-how," trade secrets, products, customer lists, operational methods, marketing plans and strategies, pricing, product development techniques and plans, business acquisition plans, methods of manufacture, technical processes, designs and design projects, inventions and research programs,

software, algorithms, drawings, analysis, compilations, studies, designs, research, notes, memoranda, records, development data, sketches and other materials prepared by either RouteMatch and its affiliates, or by any person or entity based upon confidential information, and any confidential information and trade secrets developed in the course of the parties' business relationship. The term confidential information shall exclude, and the provisions of this Agreement shall not apply to, any information or other material (1) which was available to or known to Licensee prior to the execution and delivery of a copy of this Agreement without any violation of an obligation of confidentiality to RouteMatch, (2) which is or becomes publicly available other than through a breach of this Agreement, or (3) which is or becomes available to the Licensee from a source other than RouteMatch, which source is not under an obligation of confidentiality to RouteMatch with respect to such information or material.

- (a) RouteMatch is committed to providing Licensee with consistent, high-quality customer support. In order to help RouteMatch in this endeavor, Licensee hereby authorizes RouteMatch to enter Licensee's premises during regular business hours, or to connect remotely to Licensee's computers on which the Software is or is to be installed, in order to inspect Licensee's computers and Software in any reasonable manner to provide support and to verify Licensee's compliance with the terms of this Agreement.
- (b) Licensee acknowledges that, in the event of Licensee's breach of any of the provisions of this Agreement, RouteMatch will not have an adequate remedy in money or damages. RouteMatch shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. RouteMatch's right to obtain injunctive relief shall not limit its right to seek further remedies.
- (c) If a third party claims that the Software Users Manuals, or Deliverables infringe any patent, copyright, trade secret, or any similar intellectual property right, RouteMatch will defend Licensee against such claim at RouteMatch's expense and will pay all damages that a court finally awards, provided that Licensee promptly notifies RouteMatch in writing of the claim, cooperates fully with RouteMatch in the defense of any such claims, and allows RouteMatch to control the defense thereof and/or any related settlement negotiations. If such a claim is made or appears possible, RouteMatch will, at its option and expense, either: (1) procure for Licensee the right to continue using the Software Users Manuals, and/or Deliverables; (2) replace or modify the Software Users Manuals,

or Deliverables so that it becomes non-infringing; or, (3) if it is not possible or in RouteMatch's sole discretion is not economically feasible for RouteMatch to so procure such right or so replace or modify the Software, require the return of the Software and upon such return repay to Licensee 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 Licensee for the remainder of the then current Term for such technical support services. However, RouteMatch shall have no obligation for any claim based on Licensee's modification of the Software Users Manuals, or Deliverables or their combination, operation or use with any product, data or apparatus not specified or provided by RouteMatch. THIS PARAGRAPH STATES ROUTEMATCH'S ENTIRE OBLIGATION TO LICENSEE WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

6. USE OF CELLULAR DATA

- (a) Licensee shall not use the Cellular Data for remote medical monitoring without RouteMatch's prior, express written consent.
- (b) None of the devices using the Cellular Data may be permanently located in a roaming area of the Cellular Data provider.
- (c) RouteMatch and its affiliates, officers, directors, employees, and other personnel (collectively, the "RouteMatch Parties") will have no liability to Licensee:
 - (1) 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 Cellular Data provider's network or systems, or (C) disabling of equipment pursuant to Section 7(a) of the Agreement;
 - (2) 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 Cellular Data, reliance by Licensee on any data provided or obtained through use of the Cellular Data, 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 RouteMatch or any RouteMatch Party 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.

- (d) Licensee shall comply with all federal, state, and local laws, treaties, rules, regulations, and ordinances applicable to the Cellular Data, 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.
- (e) Wireless service and the Cellular Data use radio technologies and are 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 wireless service and Cellular Data operation. Wireless service and Cellular Data and/or features may not be available in all areas. Wireless service and Cellular Data is only available within the applicable calling plan coverage area and within the operating range of the wireless systems.
- (f) Licensee shall obtain RouteMatch's prior, express written consent before Licensee may 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 Cellular Data. RouteMatch may terminate Licensee's lines or this Agreement if Licensee violates this subsection. Additionally, RouteMatch may suspend or terminate Cellular Data service to affected lines if Licensee uses the Cellular Data or devices using the Cellular Data: (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 (A) the underlying Cellular Data provider, or (B) RouteMatch.
- (g) Any failure of the wireless service or Cellular Data 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 wireless or telecommunications provider serving a particular area, power failure, national emergency, strike, or other labor disturbance.
- (h) LICENSEE EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND

THAT LICENSEE IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN ROUTEMATCH AND THE UNDERLYING WIRELESS SERVICE PROVIDER. IN ADDITION, LICENSEE ACKNOWLEDGES AND AGREES THAT THE UNDERLYING WIRELESS SERVICE PROVIDER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO LICENSEE AND LICENSEE HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

7. FEES AND REIMBURSEMENT OF EXPENSES.

Licensee shall pay to RouteMatch those fees and reimburse RouteMatch for those expenses as and when set forth in the Agreement. In the event that there is no due date set forth in the Agreement, all invoices will be due and owing within ten (10) days of the date of the invoice. In the event that Licensee fails to pay any amounts owed to RouteMatch hereunder on or before the due date therefore, all unpaid amounts will accrue interest at the rate of one and a half percent (1.5%) per month thereafter until paid, and Licensee shall reimburse RouteMatch for all costs and reasonable attorneys fees incurred by RouteMatch by reason thereof.

All fees and charges are exclusive of all taxes. Except and to the extent that Licensee has tax exempt status and is not subject to the payment of taxes, Licensee is solely responsible for payment of any and all taxes, including sales or use taxes, intangible taxes, and property taxes resulting from Licensee's purchase or acceptance of the license granted herein, Licensee's possession and use of the Software, or from any of the services that RouteMatch may provide to Licensee under and pursuant to this Agreement, exclusive of taxes based on RouteMatch's income. If Licensee is exempt from the obligation to pay taxes Licensee shall provide RouteMatch with evidence of such tax exempt status as reasonably required by RouteMatch.

8. TERMINATION.

- (a) Notwithstanding any provision of this Agreement to the contrary, either Party may terminate this Agreement and all licenses granted to Licensee under this Agreement upon written notice to the other Party (the "Breaching Party") in the event of a breach of any of the terms or conditions of this Agreement by such Breaching Party that is not cured by such Breaching Party as follows: (i) within ten (10) days after its receipt of written notice of any breach with respect to the payment or nonpayment of any fees or other monies that are due and owing under and pursuant to this Agreement; provided however, that a Breaching Party shall have the right to cure any such monetary breach only once within

any twelve (12) month period; or (ii) within thirty (30) days after its receipt of written notice of any breach of any term or condition of this Agreement other than the payment or nonpayment of monies owed.

- (b) Upon the termination of this Agreement for any reason, Licensee shall promptly pay to RouteMatch all then due and outstanding amounts owed by Licensee to RouteMatch under this Agreement, and all rights granted to Licensee will terminate and revert to RouteMatch. Promptly upon termination of this Agreement, for any reason or upon discontinuance or abandonment of Licensee's possession or use of the Software, Licensee shall return or destroy, as requested by RouteMatch, all copies of the Software, Users Manuals, and Deliverables in the possession, custody or control of Licensee and all other materials pertaining to the Software (including all copies thereof). Licensee agrees to and shall certify to RouteMatch in writing and under oath Licensee's compliance with all of the terms and conditions of this Section 7(b) promptly upon RouteMatch's request for the same.

9. LIMITATION OF LIABILITY.

- (a) EXCEPT FOR ANY LIABILITY ARISING UNDER SECTION 5(c) ABOVE, THE CUMULATIVE LIABILITY OF ROUTEMATCH TO LICENSEE FOR ALL CLAIMS RELATING TO THE SOFTWARE AND THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL LICENSE FEES PAID TO ROUTEMATCH HEREUNDER. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. ROUTEMATCH SHALL HAVE NO LIABILITY FOR LOSS OF DATA OR DOCUMENTATION, IT BEING UNDERSTOOD THAT LICENSEE IS RESPONSIBLE FOR REASONABLE BACKUP PRECAUTIONS.
- (b) IN NO EVENT SHALL ROUTEMATCH BE LIABLE FOR ANY LOSS OF PROFITS; ANY INCIDENTAL, SPECIAL, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES; OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST LICENSEE, EVEN IF ROUTEMATCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

10. COSTS OF LITIGATION.

If any action is brought by either Party to this Agreement against the other Party regarding the subject matter hereof, the prevailing Party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys fees and expenses of litigation.

11. EXPORT AND GOVERNMENT USE RESTRICTIONS.

Licensee agrees that it will not export or re-export the Software, any part thereof, to any country, person or entity subject to United States export restrictions. Furthermore, Licensee 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. Use, duplication or disclosure by the government is subject to restrictions as set forth in DFARS 252.227-7013 or the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19. The terms of this Section shall survive the termination or expiration of this Agreement.

12. INCORPORATION OF OTHER SOFTWARE.

The Software may incorporate material or components which are owned by third parties and which are used by agreement between RouteMatch and such third parties. Licensee acknowledges and agrees that any third party owner of such materials or components is a direct and intended third party beneficiary of this Agreement who may enforce this Agreement directly against Licensee.

13. ASSIGNMENT.

This 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. Except as otherwise expressly provided herein, this Agreement may not be assigned by Licensee without RouteMatch's prior written consent.

14. SEVERABILITY.

Should any one or more of the provisions of this Agreement be determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be adversely affected or impaired thereby, and the Parties hereby agree that the invalid, illegal or unenforceable provisions will automatically (and without further action by either Party) be replaced with valid provisions the economic effect of which comes as close as practicable to that of the unenforceable provisions.

15. NO THIRD PARTY RIGHTS.

Except as otherwise expressly provided herein, 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 they shall not be construed as conferring any rights on any other persons.

EXHIBIT C-1
**TO SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN ROUTEMATCH SOFTWARE, INC. AND LICENSEE**

Product Descriptions

RouteMatch Fixed™

The following is a description of the all features and functionalities included in your RouteMatch Fixed™ license and deliverable under the Agreement:

Accessing RouteMatch Fixed

RouteMatch Fixed requires all users to have a unique username and password. If you do not have a username, or don't know your password, please contact your agency's system administrator.

To access the application, double-click the RouteMatch Fixed icon installed on your computer Desktop. The RouteMatch Fixed logon screen appears.

Navigating RouteMatch Fixed

RouteMatch Fixed Workspace provides a workspace for user interface.

Menu Bar

System-wide settings and information.

Application Icons

Navigate to specific areas of the application.

Help Menu

The Help menu contains the RouteMatch Fixed Online Help system and important licensing and version information.

Licensing

Set up or change licensing information for your agency. This feature is normally only used during installation by the Implementation Consultant.

About

This dialog displays version and license information that is important when contacting RouteMatch Technical Support.

Scheduling

The Fixed Scheduling module is used to set up the Routes, Route Patterns, Trips, Stop Order, and Stop Properties. Runs are also set up in the Scheduling Menu after the Routes are complete.

Routes

The Routes dialog allows you to view and manage all of the Routes your service offers. These Routes are your publically published schedules that comprise your transit service.

A Route is made up of a series of Route Patterns.

Use the Routes Dialog

Access the Routes Dialog by selecting the Routes tab from the Scheduling module.

RouteMatch Fixed allows you to:

- Create a Route
- Edit a Route
- Expire a Route

Route Patterns

A Route Pattern is a direction, or other variation, of a route. Each route contains one or more route patterns based on direction, days of the week, or stop properties.

RouteMatch Fixed allows you to:

- Create a Route Pattern
- Edit a Route Pattern
- Expire a Route Pattern
- Copy a Route Pattern

Trips

A Trip is one instance of a vehicle going from one end to the other of a Route Pattern. A Trip has a distinct set of Stops in a Stop Order with Stop Properties. A Route Pattern may have multiple Trips as more than one vehicle may be in use for that pattern.

RouteMatch Fixed allows you to:

- Create a Trip
- Create Multiple Trips
- Edit a Trip
- Expire a Trip
- Copy a Trip

Stops

All Stops are added to the database as Locations. Stops cannot be edited, but the Stop Order can be changed and Stops can be expired. Any modifications to Stops will affect all Stops on the associated Route Pattern.

RouteMatch Fixed allows you to:

- Create a Stop Order
- Edit a Stop Order
- Expire a Stop in Stop Order

Stop Properties

The Stop Properties allow you to view and edit the specific Stop times in a Stop Order and the type of Stop being made. The system recognizes four (4) types of Stops (locations); Check points, stop points, time points, and layovers.

RouteMatch Fixed allows you to:

- Edit Stop Properties

Runs

In RouteMatch Fixed, a Run is the path that a vehicle and driver services as they complete the publically published Routes. Runs are different than Routes as a Run may contain multiple Routes, or individual Trips from many different Routes. RouteMatch Fixed helps you build your Runs so your Routes are performed at the highest efficiency possible.

The Runs tab is used to view and manage the Runs in your system.

RouteMatch Fixed allows you to:

- Create a Run
- Add Trips to a Run
- Remove Trips from a Run
- Edit a Run

Posting

Posting is the process that allows Route and Run information to be active and available for a day or range of days. This information must be posted in order to be available to receive actual data.

RouteMatch Fixed allows you to:

- Post for a day or range of days

Dispatching

The Fixed Dispatching module is used for all monitoring of the AVL or GPS devices. If you are not using devices (vehicle-mounted or handheld), this module is not applicable.

Dispatch Monitor

The Dispatch Monitor is a tool that was created for service dispatchers to view vehicle data as it comes in from the on-board device. This data includes the vehicle location and how close to the schedule the driver is running the Routes. The rate the data is updated is configurable, but the default is to have the view refresh every 30 seconds.

In addition to the tabular form of the Dispatch Monitor, the dispatcher can also view the location of the vehicle in the Map View window.

The Dispatch Monitor displays status data in two ways: The Status Per Individual Stop, which shows a breakdown of type of status as a percentage of the entire Run, and a Per-Stop Status that shows the status of each Stop as it happens. In both cases, the monitor uses a color code to make it easy to see how the Route is being run.

The system marks something late, early, or on time based on the schedule adherence thresholds set in System Parameters found on the Admin menu.

Using the Dispatch Monitor:

- Display Runs in the list on the left-hand column.
- View the Actual data in the right-hand column labeled Actuals. Each Stop appears in that list for the Run, shown with the appropriate color code.
- Change the rate (in seconds) in which the monitor is updated with new GPS/AVL data.
- Show or hide the Auto Display Map.

ETA

ETA is a feature of the Dispatching module that displays the estimated time of arrival for all stops, taking into account stop times, breaks, and garage times. This data is viewed on the dispatching grid, making it easy for dispatchers to incorporate this functionality into their routine.

This feature is used to see how close to “on time” vehicles are running through their schedules in the course of the day, allowing dispatchers to make adjustments to the schedules accordingly. When changes are made, ETA makes new calculations immediately, showing the dispatcher how the changes affect other stops later in the day.

When used in conjunction with vehicles equipped with mobile-data devices, the incoming real-time data feed causes ETA values to adjust automatically as the trips are processed by the drivers and/or when periodic GPS information is received. Without mobile-data devices, ETA works only when manual trip edits are made by Dispatchers.

ETA Columns

ETA (actual)

This column is constantly recalculated as data is entered or received from MDCs. It reflects the “estimated time of arrival” based on the current data and adjusts for both late and early entries.

This column uses the following calculation:

ETA (actual) = ETA of previous stop + RSE calculated travel time + applicable load and/or unload time.

If the prior stop was a break and that break did not have a location specified, then the travel time is calculated based on the most recent stop that has a location specified.

ETA (actual) is immediately calculated when either of the following occurs:

- Dispatch makes an edit to any of the following grid columns and saves: Stop Time, Completed, Cancelled, No Show, Vehicle, Appointment Time, Address, Attendant Count, Guest Count, Timing Preference, and Requested Time.
- An MDC updates to the same columns as in #1, which occurs when a Driver uses the MDC to arrive, depart, no show, etc.

Periodic GPS updates are an added bonus (for granularity) and initiate a recalculation if the GPS update is received after the ETA Age to Refresh on GPS Updates setting. This setting is configured by your administrator in the Settings module and compares the amount of time since the last ETA recalculation with the amount of time chosen for the setting. If the update is received too soon since the last update, no calculation is made, though the GPS information is still saved.

GPS updates may be sent in too quickly, or for too many vehicles for the application to process them all as they come in, so those that are later than the ETA Age to Refresh on GPS Updates setting are queued for calculation. As the data sits in the queue it will be replaced by newer data from the same vehicle so that when the calculation does occur, only the most recent GPS information will be used in the calculation.

ETA

The ETA column reflects when the vehicle is expected at the stop location. If the vehicle is running early (ETA (actual) < Stop Time), the ETA column will be set to the Stop Time, since extra time is still available in the schedule for Dispatch to use for ADA pickups without impacting the performance of the currently scheduled Stop. If the vehicle is running late (ETA (actual) > Stop Time), the ETA column will be set to ETA (actual).

In the case where the driver is running late and you have chosen not to change the Stop Time, the pressure

stays on the driver. However, when the rider calls in, you would likely tell them that the driver is running late as communicated by the ETA value (which will be the same as the ETA (actual) value).

ETA (slack)

ETA (actual) is the time RSE says that you will arrive at the stop; Stop Time is the time the driver is trying to get there. ETA (slack) is the difference between the two, and indicates if the driver is ahead (positive number) or behind (negative number). Use this column to determine if you can add trips at a particular point in your schedule, without impacting future stops. Note that if the driver is still within the window, the driver is not early or late, only ahead or behind.

ETA (early/late)

This column compares ETA (actual) to a stop time. This is a measure of how the customer perceives the situation. The result is a color-coded number of minutes the trip is currently outside of the schedule adherence window. These settings are configured in the Settings Module (Schedule Adherence Early Threshold and Schedule Adherence Late Threshold). Note that the number will not normally match the value in the ETA (slack) column as the ETA (early/late) value is the time to or from either the early or late window, not the Stop Time.

ETA (actual) shows Dispatch how the driver is performing, while ETA (early/late) shows them the customer's perspective.

On the dispatching grid, this column is color coded to make it easier to view on-time performance at-a-glance.

Use the Dispatch Map

When a Run is selected in the Dispatch Monitor, the Route the vehicle makes is shown on the Dispatch Map.

See How Fast a Vehicle is Moving

System provides ability to view vehicle speed in the vehicle tracking list on the AVL Map Display Map.

RMLink Messages

RMLink is an application installed with RouteMatch Fixed that transmit data to and from your mobile devices. Use the Dispatching module to send and receive messages from your drivers in the field.

RouteMatch Fixed and RMLink allow you to:

- Send messages
- View messages
- Filter Messages

Depot Messages

The Depot Messages Interface is where a Dispatcher would send messages to the Message Monitor portion of the Depot Sign. Administrator rights are not required for the Dispatcher to send messages.

RouteMatch Fixed allows you to:

- Create a Depot Message
- Edit a Depot Message

Visual Headways

Visual Headways display a dynamic view of the vehicle in relation to stops on a Route Pattern.

RouteMatch Fixed allows you to:

- View Visual Headways

Addresses

The Addresses module allows you to search, edit, add, and delete addresses. Included in the Addresses module is a dynamic geocoding function that assigns an xy coordinate to a location on the street network. A map of the service area is displayed when editing or adding a new address.

Addresses Module Toolbar

Use the Address toolbar to access the various features of the Address module.

Find a Geocoded Address

Use the search area under the toolbar to find or search for an address that has already been geocoded.

Add (Geocode) a new Address

New addresses can be added to the addresses database at anytime. The addresses can be added through the Locate function which attempts to locate the address or by manually locating the

address on the map using the map tools.

Edit an Address

Any address that has been entered into the system can be edited at any time. For example, an incorrect Type may have been selected or the wrong Common Name for an address may have been entered and needs to be changed. This can be accomplished by editing the address.

Delete an Address

You can delete an address at any time if there are no dependencies attached to the address.

Batch GeoCoding

Batch geocoding is a process that allows the user to geocode several non-geocoded addresses in a batch process. The non-geocoded address could be a saved non-geocoded address or an imported address.

RouteMatch Fixed allows you to:

- Assign Zone Names
- Assign Land Routes

Vehicles

The Vehicles window allows you to search, edit, add, and delete vehicles. The vehicle information is associated across two tabs.

Vehicles Module Toolbar

Add a Vehicle

New vehicles can be added at any time by entering the necessary information on the associated tabs.

Add Vehicle Information on the General Tab

Vehicle identification information can be entered on the General tab.

Add Vehicle Scheduling Information on the Scheduling Tab

Vehicle capacity and default garage stop information is entered on the Scheduling tab. The vehicle profile can be created as well if driver scheduling is being used.

Vehicle Profiles

Assign a vehicle profile to any vehicle in your vehicle list. The vehicle profile lists and rates the desired driver characteristics to the vehicle. When driver scheduling is employed, the profile is used to match (score) the vehicle to a driver. For example, if you can only allow drivers with a CDL to drive a certain vehicle then the driver would be matched with that type of vehicle. Once a vehicle profile is created it can be applied to other vehicles.

Add Vehicle Profiles

New vehicle profiles can be added at any time by entering the necessary information to any vehicle in your vehicle list.

Edit Vehicle Profiles

After a vehicle profile has been created you can edit that profile, if necessary.

Delete Vehicle Profiles

A vehicle profile can be deleted from a vehicle if no other vehicles are using the profile.

Add Vehicle Information on the Custom Fields Tab

Enter data into the custom fields, which are created in Vehicle Options on the Settings Window.

Edit a Vehicle

After a vehicle has been created, you may modify the data at anytime.

Delete a Vehicle

Delete a vehicle at any time if there are no dependencies attached to the vehicle.

Print Vehicle Information

Print vehicle information by selecting the Printer icon.

Drivers

The Drivers module allows you to search, edit, and, and delete drivers. A driver's information is entered into the tabs labeled: General, Scheduling, Emergency Contact, Properties, and Customer Fields.

Drivers Module Toolbar

Drivers General Tab

The General tab on the Drivers window allows you to enter the driver's demographic and other important information.

Drivers Schedule Tab

The Schedule tab allows you to set up a driver's work availability.

Add Driver Information to the Schedule tab

Create Availability Groups for a Driver

The driver's availability is established on the Schedule tab.

Edit Availability Groups for a Driver

You can edit existing availability groups and their properties. You can add additional time periods to the non-available groups and available groups.

Delete a Date Span

Edit Availability Group Properties

Display Availability Schedule Details

You can display the driver's schedule details for up to one week by selecting the days of the week.

Delete an Availability Group for a Driver

You can delete an existing availability group and associated properties.

Emergency Contact Tab

Information regarding whom to call in case of a driver emergency can be entered in the Emergency Contact tab.

Properties Tab

The value of each driver characteristic can be entered on this tab. You can also create a list of preferred vehicles for the driver and select the importance of each vehicle.

Add Driver Characteristics

Add driver characteristics to each driver record to allow for weighted assignments in the driver scheduling process

Add a Driver Preferred Vehicle

Preferred vehicles can be assigned to drivers based on driver preference. Drivers will be assigned to preferred vehicles during driver scheduling process

Employment History Tab

The Employment History tab is only available to users with the Managed Transportation System (MDemand) license setting. It allows you to track a driver's history with various providers. Users without the MDemand license will not see this tab.

Custom Fields Tab

Additional information can be entered into the user-defined driver fields in the Custom Fields tab.

Edit Driver Information

After a driver record has been created, you may edit or modify the driver information. Edit a driver record by completing the following steps.

Delete a Driver Record

You can delete a driver from the system at any time if there are no dependencies attached to the driver record.

Print Driver Information

Print report of driver related attributes and records

Utilities

The Utilities Menu is used to generate the Actuals, draw Maps of the Fixed Routes, access the Vehicle Playback for actual and historic data, and view the Visual Headways.

Route Stops

When adding a new address to RouteMatch Fixed (or through RouteMatch Demand), you must add that address as a Route Stop to be able to select it for a Stop Order. This is done through the Route Stops screen found in the Utilities Menu.

Add an address as a Route Stop

Edit or expire a Route Stop

Configure a Stop with a Depot Monitor

Use the Route Stop Depot Monitor tab to set up the Depot Monitor for the Route Stop.

Peripheral Control

The Peripheral Control feature allows you to create points on your Routes that act as arrival and departure 'Trip-wires,' which are GPS-based areas your vehicles pass through when approaching and/or departing a Stop. When a vehicle is equipped with an MDC device, you can configure your targets to send a command to the on-board device.

Create Stop Target

User interface to allow users to create and manage stop targets and geofences

Edit a Target

If you need to change the settings on your targets, you can edit them directly in the Peripheral Control dialog.

Delete a Target

Maps

Through the Peripheral Control dialog users can view, edit, and create Land Routes that appear as colored lines on top of the service area maps.

Create a Land Route

Edit a Land Route

Assign a Land Route

Verification

The Verification module is used to view and manage actuals entered delivered via mobile devices or manually entered from the data written on the Drivers Manifest.

Actuals

The Actuals section is where changes to a driver, a vehicle, or times are made to individual days. Actuals are only for individual days. If the change is long term, the change should be made in the templates for the Routes, Route Patterns, Trips, and Runs.

Change Run Actuals

Change Actuals for a Stop

If you need to change information for specific Stops on a Run, use the Actual Stop Properties dialog.

Use AutoFill Stop Odometer Values

On the Actual Stop Properties screen, you can have RouteMatch Fixed automatically populate each Stop's odometer readings by entering the start and stop odometer values for one or more vehicles.

Same Day Runs

Same day Runs can be created for short-term Runs that last a specific amount of time, ending at the current Active Date. This can be used for special event transportation or holiday routes.

Analysis

The Analysis module provides access to visual reports and analysis information. This information is useful for analyzing trends and patterns that can help you optimize your service and troubleshoot issues with runs, routes, and schedules.

Run Variance Report

This report is used to minimize deadhead time by assisting in trend and pattern analysis. The report shows how many minutes the actual data varies from the scheduled data at two points in the run: pull-out to the first pickup and the last pickup to pull-in.

Passenger Counts Report

This report shows a breakdown of how many passengers rode on a vehicle for a given date range. Each stop that have passenger count actuals reported show the number of passengers on and passengers off at that stop. Use this report for pattern and trend analysis.

Headways Report

This report is to assist in routing and vehicle staging. This report will also identify gapping and stacking in schedules.

Reporting

Standard Reports

The Standard Reports screen provides printable reports for viewing data and information extracted from the application. There are currently ten (10) standard reports in RouteMatch Fixed, each with its own view of the data and with its own parameters that must be set.

Access a Standard Report

Use the Standard Report Viewer

Driver Manifest

This report is the driver's daily schedule, listing each route pattern and trip the driver will run during the current day. The report also has data entry boxes for the driver to fill out and turn in based on your service's requirements.

Driver Paddles Report

The Driver Paddles Report shows the driver and vehicle assignment with run and trip information. The report has entry fields the driver can use to complete the report and return to the dispatcher.

Pull Out / Pull In Times Report

The Pull Out/Pull In Times Report shows the pull out times based on date, time, and stop location. This information can be used to stage vehicles at stop locations.

Vehicle Utilization Report

The Vehicle Utilization Report shows the vehicle ID (vehicle number) based on Run and pull out times.

On Time Performance Report

This report shows a breakdown of how often vehicles are on time, late, or early to a stop. The report is organized by stop. For each stop, you can view a sub-report that shows a detailed list of each time a vehicle made the stop, organized by run.

Schedule Adherence Report

This report shows the percentage of on time stops based on route pattern, trip, and stop location.

NTD Report

The NTD Report contains the National Transit Database Service Form (S-10) information for your service.

Service Report

This report displays fare, passenger, and travel distance data about specific runs, organized by date and calculated to display total amounts for the time period reported on.

Passenger Report

This report shows a log of when passengers got on and got off of a vehicle. The report can be generated to show passengers by vehicle, stop, route pattern, run, trip, and route.

Fare Tracking Report

Monitoring

The Depot Signs displays at a Depot or Transfer Station for the passengers to view times and locations relevant to the routes and service. The Depot Sign displays all routes that have that have the location as a stop and fall within the minutes set in the Depot Sign configuration on the Route Stops tab of the Utilities module.

Depot Signs are populated by files sent from the RouteMatch Fixed database through the RMXS application that has been configured for your agency. These files are received by the computer running the monitor and displayed in this module.

Configure a Depot Sign

To view the Depot Monitor, Select the Monitoring Module icon.

Message Monitor

The Message Monitor displays at a depot or transfer stations for the passengers to view locations and messages relevant to the routes and service. Dispatchers can send information to the Message Monitor regarding routes, vehicles, weather and passengers. Depending on the Template selected during configuration, message may appear at the bottom of the manifest or on its own screen.

Settings

The Settings Module is used to configure the parts of your system that you will need during everyday operation. Only users with Administrator rights can view this section of the application.

The Users/Groups Screen

The Users/Groups screen allows you to create users to access RouteMatch and groups to control the privileges of the users. Groups are created and permissions are set for that group. Users are assigned passwords and then allotted to one or more groups. Every user must be assigned to a group and once assigned, has all of the permissions selected for that group. Additionally, any user or group can be marked as active or deleted from this screen.

Create a Group and Assign Permissions

Edit a Group

A group can be edited after it has been created. Both the name and the permissions can be modified. You can edit a group by completing the following steps.

Define Custom Fields for User Records

Custom data fields are available in various locations throughout the application including the Customers and Drivers module. The user-defined data fields for the User records are created by clicking the Define Custom

button on the Users/Groups screen.

Create a User

You can create a user by completing the steps below. Users must be assigned to at least one group. The users have the same permissions as the group(s) to which they are assigned.

Edit a User

Driver Options

Vehicle Options

Address Options

Fare Types

This allows you to configure different fare types for your service. How this is used is determined by your own operating procedures.

Add a New Fare Type

Delete or Undelete a Fare Type

Edit a Fare Type

Before you edit a fare, remember that you may need to change the System Parameters for the FR Report to display the new types in the Fare Tracking Report.

Fixed Route Options

GPS Options

Report Options

Fixed Actuals Options

AVL Playback

The AVL Playback module allows you to view historical data that was captured during a vehicle's run using an onboard device. Details such as the path the vehicle traveled and the stops the vehicle made along the way are displayed on the map.

AVL Playback Toolbar

AVL Window

Vehicle List

The Vehicle List shows all of the vehicles that have assigned trips for the date selected from the date selector on the menu bar. There is also an option to Show All Vehicles instead of only showing vehicles that have trip assignments.

Map

The map displays the actual route the Vehicle traveled for the selected date.

As the playback handle is moved, the vehicle's location is displayed on the map with a balloon showing the vehicle's name, the datetime stamp of the recorded XY location, and the vehicle's heading and speed, as shown below.

Vehicle Grid

The Vehicle Grid displays the selected vehicle, listing one row for each of the actual stops. All of the actual stops that have occurred display in black font. The stops that have not occurred yet are grayed out on the grid. When you click on a row in the grid, the actual stop on the map is highlighted.

Playback Handle

The Playback Handle is used to move the Vehicle icon on the Map indicating where the vehicle was at a particular time of the day.

EXHIBIT C-2
TO SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN ROUTEMATCH SOFTWARE, INC. AND LICENSEE

Workstation Requirements

Operating System	RouteMatch Demand and Fixed: Windows XP Professional, Service Pack 3 or Windows 7
Processor	Intel or AMD 2.8GHz, 2.70GHz dual-core, or 2.66GHz quad-core (or higher)
Memory	Minimum 2GB, 4GB recommended
Hard Drive(s)	80GB SATA - 7200rpm (or larger)
Video Card	Industry standard video card capable of 16-bit color at 1024x768 resolution
Network Card	At least 100 Mb/sec network card
Standard Monitor	Minimum resolution required is 1024x768
Other	UPS Battery Backup and Surge Protection are highly recommended

Server Requirements

Operating System	<ul style="list-style-type: none"> • RouteMatch Demand 5.3.5 - Windows Server 2003 – 64-bit version • RouteMatch Demand 5.4/Fixed 3.1 – Windows Server 2008 – 64-bit version • RouteMatch 5.5.X/6.0 – Windows Server 2008 – 64-bit version
Processor Type	2.7 GHz+ 64-bit quad core processor
Memory	<ul style="list-style-type: none"> • Fewer than 25 Vehicles: 8-10GB RAM • For 25 to 80 Vehicles: 12-14GB RAM • More than 80 Vehicles: 16-18GB RAM
Hard Drives	<ul style="list-style-type: none"> • For Fewer than 25 Vehicles: : 6 73GB 15K RPM SAS • For 25 to 80 Vehicles: : 8 73GB 15K RPM SAS drives • More than 80 Vehicles: : 12 73GB 15K RPM SAS
SQL Server	RouteMatch Demand/Fixed 5.X - Microsoft SQL Server 2005 64 bit Service Pack 4 RouteMatch 6.0 – Microsoft SQL Server 2008 SP3 (Build 10.0.5500)
Network Card	At least 100 Mb/sec (We recommend 2 cards to accomplish '802.3AD Link Aggregation')
No Other Software	This should be a dedicated server and no other software should run on the server.
Virtualization	RouteMatch does not recommend using RouteMatch Demand or Fixed in a virtual environment.

Network Configuration Requirements

Network	At least a 100Mb/sec network (using switches, no hubs) TCP/IP Protocol only
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EXHIBIT C-3

TO SOFTWARE LICENSE AND SERVICES AGREEMENT BETWEEN ROUTEMATCH SOFTWARE, INC. AND LICENSEE

RouteMatch invites Licensee to purchase additional licenses, services, training, and maintenance during the Term, including, without limitation, the items listed below:

Core Product Configuration
RouteMatch Demand - Additional Users
RouteMatch Demand - Additional Vehicles
RouteMatch Demand - Computer Assisted - Additional Users
RouteMatch Demand - Computer Assisted - Additional Vehicles
RouteMatch Demand - Manual Scheduling - Additional Users
RouteMatch Demand - Manual Scheduling - Additional Vehicles
RouteMatch Fixed - Additional Users
RouteMatch Fixed - Additional Vehicles
RouteMatch Brokerage - Additional Users
RouteMatch Brokerage - Additional Users
RouteMatch Fleet - Additional Users
RouteMatch Fleet - Additional Vehicles
RouteShout Mobile App
Software Hosting Services
Modules
AVL/MDC
AVL
MDC
Fixed Route Integration
Self-Service IVR (Reservationist)
Notification
Notification (Email Only)
Notification (SMS Only)
Next StopSign Module
Flex Deviation
Incident
Certification
Maintenance
Coordination
<i>Agency License</i>
<i>Vehicle License</i>
Data Interchange Module

Electronic Medicaid Billing (835/837)
RouteShout Display
RouteShout Management Console
Peripheral Integration
Automated Passenger Counters
Automated Voice Announcement
AVA Voice Message Announcements
AVA Voice Recording Software
Transit Signal Priority
Headsign Integration (Twin Vision / Luminator / Hanover)
Farebox (GFI)
Generic J1708/1939 Device
Passenger Information Displays
Web Portals
Customer
Facility
Provider
Fixed Route
Extensible Mobile
RMMobile Demand
RMMobile Fixed
RMMobile Inspect
RMVelocity VLU
Support, Maintenance and Hosting Fees
Premium Annual Support and Maintenance
Comprehensive Annual Support and Maintenance
RMMobile Annual Support
Software Hosting Services
Third Party Costs
TeleAtlas GIS Data
Microsoft SQL Server Database Software - Base Price
Microsoft SQL Server Database Software - Additional Client Access Licenses (CAL)
Mobile Data Computers
Automated Vehicle Location (AVL) Unit

Fixed Route Peripherals (Automated Passenger Counters, Automated Voice Announcers, Next Bus Signs, Destination Signs, Passenger Information Signs, Workstations, Computer Servers, and related information technology components)
Professional Services
Principal-in-Charge
Project Manager
Senior Implementation Consultant
Advanced RSE™ Scheduling & Routing Consultant
Implementation Consultant
Network Administrator / Information Technology Consultant
Additional Custom Reports
Product Documentation - User Guide, Administrator Guide, and Training Guides
Annual User Conference and Extended Training
RouteMatch University™ - 5 Day Training Package
Annual RouteMatch User Conference - General Participation

Visit RouteMatch's customer portal, my.routematch.com, for the most up-to-date prices for the products and services listed in this Exhibit C-3. Additionally, RouteMatch shall provide written estimates to Licensee for any items requested by Licensee at the time of Licensee's request.