Routematch

Routematch Service Agreement for: Support & Maintenance Program
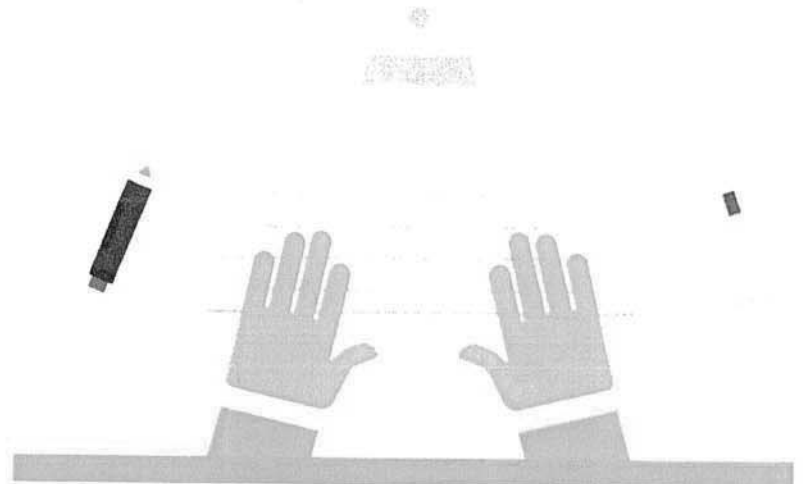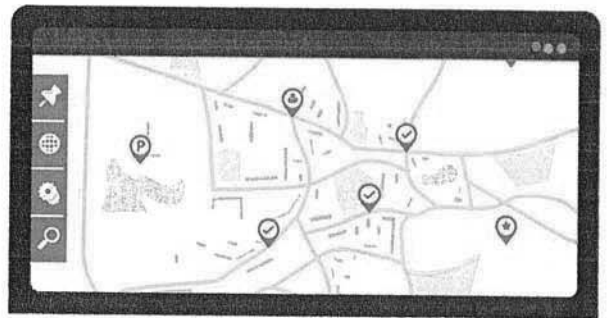
Presented to: City of Riverside

Submitted by:

Routematch Software, Inc.
1230 Peachtree Street NE, Suite 2800
Atlanta, GA 30309

Teague Kirkpatrick
303.997.1507
Teague.Kirkpatrick@routematch.com
routematch.com

Submitted on:

May 1, 2019

Contents

1 Introduction

RouteMatch Software ("**Routematch**") is pleased to present the following documentation ("**Service Agreement**") to City of Riverside ("**Client**"). The purpose of this Service Agreement is to provide a detailed description of annual services and associated fees provided by Routematch as part of our ongoing partnership with City of Riverside.

2 Annual Service Fees

2.1 Description

Annual service fees cover the Support & Maintenance Program that is offered by Routematch. The Support & Maintenance Program includes, but is not limited, to the following:

- Solution Support
  - US-based
  - Single point of Contact
  - 24/7/365 access
  - Phone, web, email, fax
  - User-only Online Web Portal (My.RouteMatch.com)
- Solution Maintenance
  - Software Updates and Upgrades
  - New Features and Functionality
  - Onboard Equipment Maintenance
- Continuing Education
  - Routematch "in-the-field" Events
  - One-on-One Remote Training
  - Recorded Training Seminars
  - Regular Webinars
  - Documentation Downloads
  - Annual User's conference

Note that the annual service fee amount is directly related to the Technology Project that was originally delivered by Routematch. A detailed description of these Technology Projects is presented below.

2.2 Annual Fee Breakdown

City of Riverside - Annual Fees		
2019 - 2020		
Invoice Date	Amount	Description
6/1/2019	27,469.04	R Support 07/19 - 06/20
6/1/2019	39,995.53	R Support 07/19 - 06/20
6/1/2019	5,885.88	R Support 07/19 - 06/20
6/1/2019	5,000.00	R IVR Fees 07/19 - 06/20
Total Due	78,350.45	

3 Project Associated with Annual Service Fee

3.1 R Support 07/19 – 06/20 (in the amount of $27,469.04)

Associated Project

This annual service fee covers the Support & Maintenance Program for original purchase of Routematch's core paratransit management system, RM Demand.

This solution was procured in February 2006.

Product Description

RM Demand provides the core platform for a paratransit and special transportation management system. RM Demand is comprised of multiple modules that model a demand response operations workflow. System provides components to manage customers, driver, vehicles, reservations, schedules, dispatch, billing, reporting, and much more.

RM Demand Base Modules:
- ✓ Customer Management
- ✓ Driver Management
- ✓ Vehicle Management
- ✓ Trip Reservation Management
- ✓ Schedule Management
- ✓ Dispatch Management
- ✓ Verification Management
- ✓ Funding Source Management
- ✓ Billing and Cost Allocation Module
- ✓ Address Management
- ✓ Service Management
- ✓ Report Management
- ✓ Settings and Administration Management

3.2 R Support 07/19 – 06/20 (in the amount of $39,995.53)

Associated Project

This annual service fee covers the Support & Maintenance Program for the Mobile Data extension module, also known as the MDC/AVL Module. This is an extensible module added to the core RM Demand system to provide additional features and functionality.

This solution was procured in October 2007.

Product Description

Tablet-based Mobile Data Computers (MDCs) allow drivers to have accurate, up-to-date information in their vehicles, resulting in increased safety and security. Through Automated Vehicle Location (AVL), an automated tracking system made possible by Global Positioning Systems (GPS), dispatchers can easily and dynamically view and locate drivers and collect trip, schedule, vehicle and route data in real-time. This information provides the ability to locate and track vehicles, perform optimal dispatching, and maximize routing and scheduling efficiency.

3.3 R Support 07/19 – 06/20 (in the amount of $5,885.88)

Associated Project

This annual service fee covers the Support & Maintenance Program for Notification extension module. This is an extensible module added to the core RM Demand system to provide additional features and functionality.

This solution was procured in October 2014.

Product Description

The Notification Module that automates the dissemination of passenger and trip information without the need for additional computer infrastructure, additional third party software, or integration into the physical phone system. Specifically, the Notification Module automates day before, day of, and real time phone calls to riders. Messages can be customized and may include information such as but not limited to: providing the rider the ability to confirm / cancel, update real time arrival, excessive late trip information, inclement weather, emergency evacuation preparations, and volunteer coordination. The technology uses multiple methods for communication which can be customized to each rider according to their communication preferences: Phone, Email or Fax.

3.4 R IVR Fees 07/19 – 06/20 (in the amount of $5,000)

Associated Project

This annual service fee covers the 3rd Party Interactive Voice Response (IVR) technology required for the Notification extension module.

This solution was procured in October 2014.

Product Description

The 3rd Party Interactive Voice Response (IVR) technology provides the text-to-speech "voice" that communicates with riders via a telephone.

Terms and Conditions

1. Functionality. The Notification Module shall provide Client with a Customer Module and Notification Module that have the ability to send the following messages in English ony:

Outbound

- Cancel and Confirm Trip Requests;
- Send Service Change and System Alerts;
- Send Night Before Reminders;
- Track Real Time Trip Arrival;
- Monitor all Alerts;
- Assign specific notifications and alerts to customers;
- Track the status of your notification and the status of each messages delivery;
- Create "Notification Groups" to schedule and send notifications based on criteria for each recipient;
- Manage groups, messages, content, notification recipients, notification schedules, and categories;
- Messages can be pre-scheduled to start on a date, time, end date, occur in a recurrence pattern, and a set a time window;

- Store notification information and data for reporting, auditing, and troubleshooting;
- View sent notification messages or messages queued for delivery across a date range;
- Integrate into the Software and deliver real time notifications and vehicle arrivals.

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

3. **Data Overages.** If the Data Maximum is exceeded (each occurrence, an "**Overage**"), Client shall pay Company the per megabyte or gigabyte overage rate as charged at the prevailing rate by the third-party carrier at that time within thirty days of receipt of Company's invoice for each such Overage. To protect Client from Network Overage charges, if a device experiences an Overage, Company may prevent continued use of such device by instructing Client to discontinue use of such device or by using a lock-down application to lock down the device until Client pays Company for such Overage.

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

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

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

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

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

9. **Restrictions.** Client agrees not to use, and not to encourage or allow any End User to use, Twilio's Services in prohibited manners, including but not limited to the following:
   - Using the Notification Module to encourage any illegal, abusive, or other activities that interfere with the business or activities of Company.

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

4 Detailed Description of Support & Maintenance Program

Routematch offers the Support & Maintenance Program through its Client Services Operation department. This department includes 25 consultants and IT professionals working in the following divisions:

> **Tier 1:** Tier 1 staff consists of IT and/or Transit professionals with 1 – 2 years prior experience. They are the "front line" contact point for all Customer Support needs. They man our telephone and email case queues and provide training, configuration services, technical assistance, and case processing. Tier 1 staff is responsible for tracking all cases and communicating efforts, resolution plans, and timelines to our customers.

> **Tier 2:** Tier 2 staff are IT and/or Transit Professionals with at least 3 years of prior experience who have specific skill sets tied to more complex matters such as database management, report writing, scheduling engines, real time arrival, transit operations, and billing. Tier 2 staff receives cases from the Tier 1 team and work with customers to resolve issues. Tier 2 staff also works directly with software developers and our Product Management team to process and handle matters.

> **Educational Services:** Educational Service staff members are training professionals with at least 3 years experience in IT or Transit. These professionals are experts in the use of Routematch Software and are trained to identify training needs, develop training programs; and to deliver both individual and classroom based training. The Educational Services division provides training "on demand" for more complex issues and otherwise creates and delivers specific training curriculums as requested and needed as well as routine, general Training Webinars for the general customer population to attend.

> **Upgrade Services:** Upgrade Services consists of former Implementation Consultants and Tier 2 support staff who are tasked specifically with delivering upgrades to current clients. Their expertise and efforts include version configurations, data and report migrations, training, operations assessments, and hardware configuration. The upgrade services team is also trained in project management so as to insure seamless transitions to new versions.

> **Transit ITS Consulting / Complex Account Management:** Routematch has a team of senior Customer Support Representatives and former Implementation Consultants who are tasked with providing on-going, post implementation consulting services. These services include operations assessments; specific and detailed training on complex software functions such as automated scheduling and billing, and reporting, as well as overall complex account management. Their efforts include weekly project status meetings, issue log reporting, and on-site visits when needed. It also includes carrying out our RouteMatch In-the-Field™ program where we travel to certain locations central to our clients and provide face-to-face customer support and consulting.

Each department operates in conjunction with the others and manages their efforts and information in one consolidated Customer Relations and Support database. The entire department meets bi-weekly to discuss activities and issues to insure that all clients are receiving the most comprehensive and efficient support imaginable.

Accessing Support

Customers are able to report issues by phone, email, or website.

> Phone - We offer toll free phone access which feeds into a call-center staffed from 24 / 7.
> Email – Customers are also provided with the option to contact Customer Support through a general email address support@routematch.com. All members of the Customer Support

Team receive these emails and are available for support. Tier 1 staff members are primarily responsible for handling these emails and the "on-call" staff are required to ensure the emails are handled in a timely manner.

> Website – Routematch provides a "customers only" web portal which provides Customers with access to the status of their current cases. It also allows them to "log" an issue which is sent to the Tier 1 Customer Support team for processing.

Response Time

Routematch Customer Support Representatives are required to respond to all issues logged within in two (2) hours. The average response time is less than 15 minutes. All cases are "triaged" based upon the urgency of the issue and severe cases are handled immediately. The prioritization and ultimate response time is determined by a Business Process Impact (BPI) assessment performed as the time a case is communicated to the team. Issues are assigned one of the following "severity" ratings:

> Showstopper – Customer cannot access or use the Software.
> Urgent – Customer cannot effectively operate a significant, material function in the software which is immediately affecting their "daily" business processes.
> High – Customer cannot effectively operate a function of the software which will affect their daily business processes or is immediately affecting their less than daily but routine business processes.
> Low – Customer cannot effectively perform any type of process as designed to be used or otherwise needs assistance.

Modifications, Upgrades & Enhancements

Routematch maintains its Software primarily through Upgrades and Updates. On occasion we will deliver important or urgent items through "Hot Fixes" or database script releases. Each is implemented by or with the assistance of a qualified Routematch staff member and can be delivered remotely, "on-line". Each type of release is defined as follows:

> Upgrade – means and refers to major changes or to a new release of the Software, including any new major release of the Software. Upgrades to the Software are normally indicated by incremental numeric changes as "1" whole units (i.e. release 1.0 to 2.0).
> Update – refers to fixes and minor changes to the Software, which are indicated by internal, incremental numeric changes smaller than "1" unit (i.e. release 1.1 to 1.2).
> Hotfix – refers to specific minor changes to a specific aspect of the software which are indicated by incremental letter changes at the end of the version number (i.e. release 1.1a to 1.1b).

Policy for Providing Releases

All Upgrade, Updates, and Hotfixes are provided free of charge as they are made Generally Available.

Documentation Updates

Routematch produces new versions of its training and users manuals with all new versions (Upgrades). All Updates and Hot-fixes are documented in release notes and are provided as supplements to the manuals. All manuals are delivered in hardcopy and within the Software through an "On-line" help file. They are made available through the Customer Support portal on the Routematch website and are delivered to individual agencies and users as requested. Notices are sent to all clients as the documents become available.
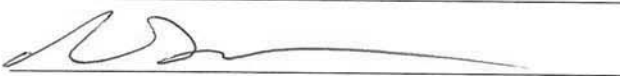
5 Acceptance

This proposal serves as an addendum to the Software License and Services Agreement entered into between the City of Riverside and Routematch Software, Inc. on January 14, 2006 (the "**Agreement**"). Upon City of Riverside's signature, this Proposal is expressly incorporated into and governed by the terms of the Agreement. All deliverables are provided "as-is" subject only to applicable manufacturers' warranties, unless indicated otherwise. Should any term of this Proposal conflict with the Agreement, this Proposal shall govern. Except as expressly modified herein, all other terms and conditions of the Agreement shall remain in full force and effect. This Proposal serves as the complete agreement between the parties with respect to the licenses, services and/or other deliverables provided herein, and supersedes any prior understanding or agreements pertaining thereto.
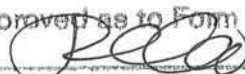
If accepted, please have an authorized official to sign and return. Upon receipt of the accepted quote, Routematch will authorize the above described product and/or services to be delivered to City of Riverside.

City of Riverside

Printed Name: _____

Signature: _____

Date: _____

Attest: _____

RouteMatch Software, Inc.

Printed Name: _Nathan Farmer_

Signature: _____

Date: _12/17/19_

Attest: _____

By: _____
Approved as to Form
Rosemary Koo
Senior Deputy City Attorney