Routematch

Terms and Conditions.

1. Integration. This Order Form is entered into as of _____ , 2018 (**"Effective Date"**). This Order Form is expressly incorporated into and governed by terms of the Service Agreement for Total Support and Maintenance Program between City of Riverside (**"Client"**) and Routematch Software, Inc. (**"Company"**) dated August 10 ,2017, and any and all prior amendments, change orders or addendums thereto (**"Agreement"**). In the event of any conflict between the terms of this Order Form, any Client purchase order, and the Agreement, the terms of this Order Form shall prevail.

2. Term. The term of the software licenses purchased in this Order Form shall begin on the Effective Date and last as long as Client is paying Support and Maintenance fees (the **"Term"**).

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

4. Fees and Payment. First year and Ongoing totals represent only the products and services purchased above. Any future orders may affect the First Year or Ongoing Totals. Fees may increase annually after the first year of the Term no more than 10%. Pricing is valid for 90 days. Payment terms are net 30 days from date of invoice.

5. Professional Services. The professional services provided by Company detailed herein shall be performed: (a) in a diligent, professional and workmanlike manner in accordance with best applicable industry practices; (b) in accordance with this Order Form; (c) by experienced and qualified personnel with the proper expertise, skills, training; and (d) in accordance with all applicable laws and regulations. No duties or responsibilities are assumed by Company other than those specifically set forth in this Order Form.

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

7. Publicity. Client grants Company the right to use its company name and logo as a reference for marketing or promotional purposes on the Company website and in other public or private communications with existing or potential customers, subject to Client's standard trademark usage guidelines as provided to us from time-to-time.

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

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

10. Confidentiality. To the greatest extent possible under applicable state law, Client shall treat the pricing information contained in this Order Form as confidential and protect it from release to the public.

RM PAY TERMS AND CONDITIONS

Functionality. The RM Pay product shall provide the below listed functionalities to the parties indicated in each section.

- Rider facing web portal: register/create accounts, retrieve passwords, view account balance, view previous and upcoming trips, view previous transactions, add funds via credit card, request refunds, save credit card information for multiple cards, and manage smart cards, including suspension, addition and removal of customer accounts;
- Client facing web portal: add, activate and deactivate smart cards, process/issue refunds, view customer information, assign smart cards, manage customer accounts;
- Client facing web portal can report [and export]: rides taken by users, income collected by driver, refunds, credit card transactions by date and ride;

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- Vehicle driver facing portal: option to display account balance, display fare details, menu of payment options that Client chooses to include/make available to riders (cash, account based smartcard, vouchers, media less, no pay) select across multiple payment types, credit payments to rider accounts if cash overpay;
- Integrate with Payment Card Industry compliant payment services provider BlueFin.

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

Company Obligations. Company shall be responsible for:
- Host the rider, client and driver web portals;
- Hosting of the source code for the Client and rider web portals;
- Providing the Terms of Use and Privacy Policy for the web portal;
- Provide internet protocol address for Client's DNS to utilize in publishing the web portals.
- Train Client's maintenance staff of hardware maintenance.
- So long as Licensee is paying for ongoing Support and Maintenance, provide all updates, bug fixes, patches, and upgrades to the web portals.

MOBILE APPLICATION AND WEB PORTALS FOR PARATRANSIT TERMS AND CONDITIONS

Functionality. Both the rider-facing mobile application and the publicly available website shall enable transit riders in Client's system to:
- Request trips;
- View previous and upcoming trips;
- View account info;
- Fully Integrates into Client's RouteMatch Reservation and Self-Service Center;
- 24x7x365 Access to Client's System.

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

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

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Short Code Acceptable Use Policy. Licensee must comply with the following restrictions in its use of the CSC, and agrees that:

- It will comply with the terms of any applicable policies of the wireless carriers, including, but not limited to, the terms of each wireless carrier's documentation regarding CSC and short code campaigns.
- It will comply with the recommendations and requirements contained in the Mobile Marketing Association's "Code of Conduct for Mobile Marketing", "Mobile Advertising Guidelines", Mobile Financial Services Best Practices" and "Consumer Best Practices Guidelines for Cross-Carrier Mobile Content Programs."
- It will not use a CSC for any illegal purpose and will notify Company of any fraudulent use.
- It will not use a CSC in a manner that violates the legal rights of any person (including, but not limited to, intellectual property or privacy rights).
- It will not use a CSC for the purpose of facilitating the sending of spam or other unlawful unsolicited messages to wireless subscribers.
- It will not use a CSC for the purpose of facilitating the sending of messages that are unlawful, defamatory, obscene, harassing, threatening, abusive, or fraudulent.
- It will ensure that Client's CSC program (including all advertising and promotional material) clearly discloses the material terms and conditions of the program, including pricing and fees.
- It will ensure that Client's CSC campaign complies with all applicable requirements for consent, opt-in, and opt-out by a wireless subscriber
- It will ensure that Client's CSC campaign complies with all applicable requirements for disclosure of fees (including both fees imposed by Client and any fees that may be imposed by a wireless carrier) to a wireless subscriber
- It will not use or assist others to use the CSC services in any way that damages or interferes with the services.
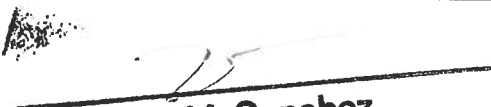
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ORDER FORM

Software Licenses

Product	Quantity	Invoiced	Fees
RM Pay (Automated Fare Collection) - Site License	1	Once, upon activation	$30,000
RM Pay (Automated Fare Collection) - Vehicle License	36	Once, upon activation	$90,000
RM Demand Integration License	1	N/A	Included
Mobile App for Paratransit - Site License	1	Once, upon activation	$25,000
Mobile App for Paratransit - Vehicle License	36	Once, upon activation	$27,000
Partnership Incentive for Mobile App for Paratransit	*1*	*N/A*	*-$52,000*
Annual Cloud Services - User License	12	Upon Activation	$12,000
		Subtotal	**$132,000**

Professional Services

Product	Hours	Invoiced	Fees
RM Pay Services - Implementation & Configuration	220	Upon completion	$26,000
RM Pay Services - Training	24	Upon completion	$3,000
Mobile App Services	80	Upon completion	$10,000
Cloud Conversion Services	10	Upon completion	$1,250
Travel	1 trip	Upon completion	$1,500
		Subtotal	**$41,750**

Third Party Hardware and Services

Product	Quantity	Invoiced	Fees
Mobile Fare Payment Reader	36	Upon Delivery	$18,000
Cabling Kit	36	N/A	Included
In-Vehicle Installation	36	Upon activation	$4,500
Travel	1	Upon completion	$1,500
		Subtotal	**$24,000**
		First Year Total	**$197,750**

Ongoing Fees

Product	Quantity	Invoiced	Fees
Support and Maintenance, beginning Year 2	1 year	Annually, 60 days in advance	$34,400
Cloud Services - User License	12	Annually, 60 days in advance	$12,000
Partnership Incentive for Mobile App for Paratransit	*1*	*N/A*	*-$10,320*
		Ongoing Total	**$36,080**

RouteMatch Software, Inc.	City of Riverside
Signature:	Signature:
Name: Clay Davidson	Name: Approved as to Form:

CERTIFIED AS TO FUNDS AVAILABILITY:

BY:
Chief Financial Officer-City Treasurer

By:
Lauren M. Sanchez
Deputy City Attorney