



# **Routematch Service Agreement for: Support & Maintenance Program**

***Presented to: City of Riverside***

Submitted by:  
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## 1 Introduction

Routematch Software, LLC (**“Routematch” or “Company”**) 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. Parties to this Service Agreement understand that the effective date is July 1, 2020.

## 2 Annual Fees

- The annual service fee amount is directly related to the Technology Project that was originally delivered by Routematch
- An overview of Technical Support & Maintenance is presented in **Section 3 Description of Annual Technical Support & Maintenance**
- A detailed description of these Technology Projects is presented in **Section 4 Product Associated with Annual Service Fee**

### 2.1 2020-2021 Term

City of Riverside Annual Fees 2020-2021			
Annual Technical Support & Maintenance – Demand Response	July 1st, 2020 – June 30th, 2021	\$28,293.11	June 1st, 2020
Annual Technical Support & Maintenance – MDC	July 1st, 2020 – June 30th, 2021	\$41,195.40	June 1st, 2020
Annual Technical Support & Maintenance – Notification Module	July 1st, 2020 – June 30th, 2021	6,062.46	June 1st, 2020
Annual IVR Call Fees – 200,000 Minutes/Year	July 1st, 2020 – June 30th, 2021	\$5,000	June 1st, 2020
Annual Hosting Fees – 12 Users	July 1st, 2020 – June 30th, 2021	\$7,000	June 1st, 2020
<b>Total:</b>		<b>\$87,550.97</b>	

### 2.2 2021-2022 Term

City of Riverside Annual Fees 2021-2022			
Product	Term	Amount	Invoice Date
Annual Technical Support & Maintenance - Demand Response	July 1st, 2021 - June 30th, 2022	\$ 28,576.04	June 1st, 2021
Annual Technical Support & Maintenance - MDC	July 1st, 2021 - June 30th, 2022	\$ 41,607.35	June 1st, 2021
Annual Technical Support & Maintenance - Notification Module	July 1st, 2021 - June 30th, 2022	\$ 6,123.08	June 1st, 2021
Annual IVR Call Fees - 200,000 Minutes/Year	July 1st, 2021 - June 30th, 2022	\$ 5,000.00	June 1st, 2021
Annual Hosting Fees - 12 Users	July 1st, 2021 - June 30th, 2022	\$ 14,400.00	June 1st, 2021
Annual Technical Support & Maintenance - RM Pay	July 1st, 2021 - June 30th, 2022	\$ 24,080.00	June 1st, 2021
<b>Total:</b>		<b>\$ 119,786.47</b>	

### 2.3 2022-2023 Term

City of Riverside Annual Fees 2022-2023			
Product	Term	Amount	Invoice Date
Annual Technical Support & Maintenance - Demand Response	July 1st, 2022 - June 30th, 2023	\$ 28,576.04	June 1st, 2022
Annual Technical Support & Maintenance - MDC	July 1st, 2022 - June 30th, 2023	\$ 41,607.35	June 1st, 2022
Annual Technical Support & Maintenance - Notification Module	July 1st, 2022 - June 30th, 2023	\$ 6,123.08	June 1st, 2022
Annual IVR Call Fees - 200,000 Minutes/Year	July 1st, 2022 - June 30th, 2023	\$ 5,000.00	June 1st, 2022
Annual Hosting Fees - 12 Users	July 1st, 2022 - June 30th, 2023	\$ 14,400.00	June 1st, 2022
Annual Technical Support & Maintenance - RM Pay	July 1st, 2022 - June 30th, 2023	\$ 24,080.00	June 1st, 2022
<b>Total:</b>		<b>\$ 119,786.47</b>	

### 3 Description of Annual Technical Support & Maintenance

#### Overview

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

Routematch maintains a staff of Customer Care Representatives responsible for receiving, managing, and resolving all ongoing technology needs. The team is divided into three core divisions as follows:

- Tier 1 Technical Support: 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 Technical Support: 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.
- Solution Maintenance 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.

**Outreach**

Routematch maintains a staff of four experienced customer care professionals who have several years of experience working within the Routematch organization as Project Managers, Customer Care Representatives, Advanced Consultants, Educational Service Providers, and Community Engagement representatives. These agents each have over 5 years of experience with Routematch and are charged with proactively representing the interests and needs of our customers. They provide the following “core” services:

- **Proactive Outreach:** The outreach staff consistently contacts and “looks out for” our customers through targeted campaigns designed to check in on our customers; to educate users on new features, functionalities, and technologies; and generally, to relieve customers of the burden to research new tools and options available to them.
- **Escalation Services:** The outreach staff also offers a “virtual service desk” staffed by advanced, knowledgeable consultants who are experts in receiving, triaging, and assigning issues to the proper departments within Routematch. They are also seasoned Project Managers who will maintain and communicate the status of all issues which come through their “desk”. These folks are senior leveled professionals within Routematch and have the authority to escalate issues to the highest levels and to commit Routematch to resolution timelines and efforts.
- **Governmental Assistance:** The outreach staff is also granted access to our Government Relations professional and has the authority to engage and commit him to assist in any legislative, funding, bureaucratic, or other needs which you may have. This includes grant writing, FTA & USDOT liaison services, and education regarding developments in the industry.
- **ITS Education:** On an on-going basis the outreach staff is briefed and educated by our Product, Business Development and Marketing teams so that they are able to keep our customers updated on new technologies and offerings within our business and the market. The team will routinely provide proactive communications in this regard but are also available for specific needs within your enterprise. This includes researching products available in the market for specific needs as well as providing value propositions and documentation to assist in getting fund approved.

**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 24 hours per day / 7 days per week. This includes two staff members on duty from 8:00PM until 6:00AM as well as an additional two “On-call” staff members who are available to assist those on duty. They are all connected to the support system after regular business hours and handle all calls from 8:00PM until 6:00AM.
- **Email:** Customers are also provided with the option to contact Customer Support through a general email address, [support@routematch.com](mailto: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. This site [MY.Routematch.com](http://MY.Routematch.com), also allows Customers to “log” issues which are sent to the Tier

1 Customer Support team for immediate processing. Users can also check the status of cases and seek updates through this portal.

**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 are 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.

All types of cases are responded to using commercially reasonable and dictated response times based upon the severity rating. The team is properly staffed so as to avoid any issue taking more than 2 hours for a response. Routematch agrees to the response times within the RFP.

**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 user’s 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.

**Warranty**

With respect to Warranty, Routematch's typical process is to switch clients to Support and Maintenance as soon as the system has been accepted (which will be after the burn-in period). As a result, we typically do not provide a "Software Warranty" per se, since any issues experienced by the client after acceptance are logged, tracked and resolved using Routematch's Support and Maintenance processes described above. Updates, Upgrades, Hotfixes, online training sessions and invitations to Routematch's User Conference are also provided as part of our Support and Maintenance. Pricing for subsequent renewal terms of Support and Maintenance has been included as part of this Proposal.

**Data Ownership**

All data managed within the Routematch System is stored indefinitely, allowing for extensive reporting and analysis with the Reporting Module, and all data is owned solely by the Agency.

**Client Web Portal**

My.Routematch.com is a client-only web portal connecting our users and staff, expanding on the Routematch Experience. Features of this portal include:

- Online Documentation: Tap into Routematch user guides and documentation to get the latest training info on how to use your products.
- Enhanced Case Management: See all your agency's open cases, create new cases, and provide/get updates to existing cases.
- Mobile Friendly: Access the site via your smart phone for on-the-go convenience.
- Quick Tips: Watch how-to videos and read short blurbs from Routematch experts and your peers.
- Stories: Receive industry updates and the latest happens across your transit community



## 4 Product Associated with Annual Service Fee

### 4.1 Annual Technical Support & Maintenance – Demand Response

#### 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

### 4.2 Annual Technical Support & Maintenance – MDC

#### 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.

### 4.3 Annual Technical Support & Maintenance – Notification Module

#### **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.

### 4.4 Annual IVR Call Fees – 200,000 Minutes/Year

#### **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.

### 4.5 Annual Hosting Fees – 12 Users

#### **Associated Project**

This annual service fees covers the 3<sup>rd</sup> party Amazon Web Services (AWS) cloud environment upon which all deployed Routematch technologies are hosted upon.

- *This solution was procured in November 2018*

#### **Product Description**

AWS provides hosting services for our solution on their servers as well as internet connectivity for these servers. By using AWS as our hosting partner, agencies will be able to take full advantage of the world class security that this brings. Only AWS staff ever have physical access to the servers which host the Routematch applications and data. AWS facilities are monitored by video surveillance and intrusion detection. Please see the AWS compliance page for additional information on their data center and storage facilities. <https://aws.amazon.com/compliance/data-center/controls/>

#### 4.6 Annual Technical Support & Maintenance – RM Pay

##### Associated Project

This annual service fee covers the Support & Maintenance Program for the RM Pay 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 November 2018*

##### Product Description

The RM Pay solution fully integrates with existing Routematch products and in-vehicle hardware, delivering a complete solution quickly and efficiently with no need for additional hardware infrastructures or costly implementations.

- **Hosting** – Routematch is proposing a completely hosted solution, residing in our high-class 24/7/365 strategic data center. The system is both robust and scalable and provides all required tools for transit operators to plan, monitor, analyze, and improve performance of the fare collection system. The hosted solution is designed to provide a highly secure PCI and HIPPA compliant environment that the Routematch team can maintain and keep certified.
- **Demand Response Integration** – Pay fully integrates with the existing RM Demand solution, adding a robust back-office system for fare management. Presenting both staff and riders with a clear view and suite of tools, specific to their needs.
- **Customer portal** – The Pay customer web portal gives riders an abundance of account management options. It allows riders to see their balance, view rides and transactions that have occurred against their account and make payments or buy a variety of fare products all from the same secure portal.
- **Customer Service** – Through the back-office tools the Customer support team of the agency can quickly look up user accounts, see account activity, and help resolve a range of issues. For any issues that cannot be resolved within that team, the option to escalate any technical queries to a Routematch 2nd Line of support is available.
- **Fare Management** – The Pay system provides a range of fare management tools, including full reporting and itemized media inventory, enabled through the back-office agency web portal. These tools provide the flexibility to add and remove fare types from the system, instantly and easily.
- **Payment Service Provider (PSP)** – Integrating directly with a credible PSP for all credit and debit card clearing is important. ProPay Systems is Pay's recommended payment service provider; however, Pay can easily link to an agency's existing PSP if they so choose.
- **Security** — At the heart of the system and all its components is a robust security framework, with extensive protection in place to ensure that any risk of fraud or data breaches is mitigated. The platform employs a world-class hosting center with robust protection systems and techniques, utilizing encryption standards such as 3DES and SSL to ensure that data is always protected, and delivering a PCI and HIPPA compliant solution.
- **Finance** – Routematch understands the needs for your agency's accounting and finance teams to track where funds are at any given moment. Pay offers logging and full traceability of agency funds, and reports on banking reconciliation of funds.

## 5 Terms & Conditions

### TWILIO INTERACTIVE VOICE RESPONSE CALL MINUTES TERMS AND CONDITIONS

1. **Data Overages.** If the Data Maximum is exceeded (each occurrence, an “**Overage**”), Client shall pay Company the per minute overage rate as charged at the prevailing rate by the third-party carrier at that time within thirty days of receipt of Company’s invoice for each such Overage.
2. **Availability.** The Notification Module utilize internet transmission technologies that may be subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, internet service provider availability, performance of devices using the software, governmental regulations, system limitations, maintenance or other conditions or activities affecting its operation.
3. **Customer Data.** “**Customer Data**” consists of information made available to Company through Client’s use of our Services under these Terms, which includes information such as Client’s name, contact information, billing records, call or messaging logs, and traffic routing information, as well as the content of communications sent through or integrated with our Services, such as audio recordings, message bodies, and call recording transcriptions. Client acknowledge and agree that Company may access or disclose Customer Data, including the content of communications, if: (i) Company believes that disclosure is reasonably necessary to comply with any applicable law, regulation, legal process or government request, (ii) to enforce Company agreements and policies, (iii) to protect the security or integrity of Company’s services and products, (iv) to protect the Company, its other customers, or the public from harm or illegal activities, or (v) to respond to an emergency which Company believes in good faith requires it to disclose data to assist in preventing a death or serious bodily injury.
4. **Maintenance.** Company may limit access to the Notification Module in order to perform maintenance to the service and will use reasonable efforts to provide Client with prior notice of such maintenance. With reasonable advance notice, Company has the right to modify and reconfigure the Notification Module as it deems necessary to enhance Client’s experience or to safeguard Notification Module.
5. **Suspension.** Company may suspend or terminate Notification Module if Client uses the Notification Module or devices using the Network: (1) in an illegal or unauthorized manner (including, without limitation, “spamming” or other abusive messaging); (2) in any manner that has an adverse impact on the network, operations, or customers of the underlying service provider or the Company.
6. **Uptime.** Company’s Company uses commercially reasonable efforts to make the Notification Module available 99.95% of the time.
7. **Restrictions.** Client may not use the Notification Module in any prohibited manners, including but not limited to the following:
  - Using the Notification Module to encourage any illegal, abusive, or other activities that interfere with the business or activities of Company.
  - Attempting to bypass or break any security mechanism on any of the Notification Module or using the Notification Module in any other manner that poses a security or service risk to Company or any of its users.
  - Reverse-engineering the Notification Module in order to find limitations, vulnerabilities, or evade filtering capabilities.
  - Using the Notification Module in any manner that may subject Company or any third party

to liability, damages, or danger.

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

### HOSTING SERVICES TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

**6. Violation.** Company and/or its hosting partner reserve the right to remove Client’s Content from the Cloud which Company or its hosting partner, in its reasonable discretion, determines to be in violation of any these policies if Client fails to cure or discontinue the breach of any such

policy within ten (10) days of receipt of written notice of such breach or violation. Company reserves the to modify these policies at any time effective upon Client's receipt of such updates. Notwithstanding the foregoing, in the event Client violates the Acceptable Use Policy, Company may immediately terminate Client's access to the Hosting Services.

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

**8. Replacement of Cloud Provider.** Company may substitute Amazon Web Services with a different web services provider which provides the same or better web services as reasonably determined by Company upon ninety (90) days written notice.

#### CLIENT DATA

**1. License to Client Data.** Client hereby grants Company a non-exclusive, non-transferable, royalty-free, worldwide right to use the electronic data of Client, its customers, and its users, that is submitted by or imported by Client into the Software in connection with Clients 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.

**2. Return of Client Data.** Upon Client's written request within 30 days following the termination of this Agreement, Company will at its expense provide electronic files to Client in delimited text format (or another mutually agreeable format) containing Client's Client Data.

[AGREEMENT CONTINUES ON NEXT PAGE]

## 6 Acceptance

This proposal serves as an addendum to the Software License and Services Agreement entered into between the Client and Company on January 14, 2006 (the "Agreement"). Upon Client's signature, this Service Agreement 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 Service Agreement conflict with the Agreement, this Service Agreement shall govern. Except as expressly modified herein, all other terms and conditions of the Agreement shall remain in full force and effect. This Service Agreement 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, Company will authorize the above-described product and/or services to be delivered to Client.

[AGREEMENT CONTINUES ON NEXT PAGE]



## 7 Miscellaneous

A. **DISCLOSURE NOTICE.** If Routematch wishes to disclose Client's or passengers' confidential data to any third party even if necessary under state law or pursuant to the order of any court of competent jurisdiction, or any order of any government agency; provided, that Routematch shall, as soon as practical, provide prompt, advanced notice thereof to enable the Client to seek a protective order or otherwise prevent such disclosure.

### B. INSURANCE.

1. **General Provisions.** Prior to the Client's execution of this Agreement, Company shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the Client's Risk Manager or Client Attorney, or a designee, unless such modification is prohibited by law.

1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Company's indemnification obligations.

1.2 **Ratings.** Any insurance policy or coverage provided by Company or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to Client by certified or registered mail, postage prepaid.

1.4 **Adequacy.** The Client, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Company pursuant to this Agreement are adequate to protect Company. If Company believes that any required insurance coverage is inadequate, Company will obtain such additional insurance coverage as Company deems adequate, at Company's sole expense.

2. **Workers' Compensation Insurance.** By executing this Agreement, Company certifies that Company is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Company shall carry the insurance or provide for self-insurance required by California law to protect said Company from claims under the Workers' Compensation Act. Prior to Client's execution of this Agreement, Company shall file with Client either 1) a certificate of insurance showing that such insurance is in effect, or that Company is self-insured for such coverage, or 2) a certified statement that Company has no employees, and acknowledging that if Company does employ any person, the necessary certificate of insurance will immediately be filed with Client. Any certificate filed with Client shall provide that Client will be given thirty (30) days prior written notice before material modification or cancellation thereof.

3. Commercial General Liability and Automobile Insurance. Prior to Client's execution of this Agreement, Company shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Company against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Company. The Client, and its officers, employees and agents, shall be named as additional insureds under the Company's insurance policies.

3.1 Company's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

3.2 Company's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Company's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Company's performance of this Agreement, which vehicles shall include, but are not limited to, Company owned vehicles, Company leased vehicles, Company's employee vehicles, non-Company owned vehicles and hired vehicles.

3.3 Prior to Client's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the Client evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with Client and shall include the Client and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the Client of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the Client of Riverside.

3.4 The insurance policy or policies shall also comply with the following provisions:

a. The parties agree to grant a waiver of subrogation on the commercial general liability, commercial auto liability, and worker's compensation policies waiving any act of subrogation against the Client of Riverside, and its officers, employees and agents.

b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

c. The policy shall specify that the insurance provided by Company will be considered primary and not contributory to any other insurance available to the Client.

4. Errors and Omissions Insurance. Prior to Client's execution of this Agreement, Company shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions

professional liability insurance in the minimum amount of \$1,000,000 to protect the Client from claims resulting from the Company's activities.

5. Technology Professional Liability. Prior to Client's execution of this Agreement, Company shall obtain and maintain during the term of this Agreement technology errors and omissions professional liability insurance with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate, to protect the Client from claims resulting from the Company's professional services as described specifically herein. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Company in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

6. Cyber Liability Insurance. Prior to Client's execution of this Agreement, Company shall obtain and maintain during the term of this Agreement cyber liability insurance with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Company in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

[AGREEMENT CONTINUES ON NEXT PAGE]

7. Subcontractors' Insurance. Company shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon Client's request, Company shall provide Client with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

**Routematch Software, LLC**

Printed Name: Francois Chadwick

Signature: 

Date: May 27, 2021

Attest: **City of Riverside**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Certified as to funds availability:

By: 

Chief Financial Officer/Treasurer

Approved as to form



Senior Deputy City Attorney