



Contract, Software License & Hosting Agreement

Prepared for
Warwick School District
301 West Orange Street
Lititz, PA 17543-1898

Prepared on 4/13/2021
by
Joseph Altieri

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This document is your Transfinder® Software Contract & Software License Agreement. It is a contractual agreement between Transfinder and Warwick School District. It describes your rights and liabilities as they pertain to the use of your Transfinder Software System. To expedite this purchase, sign, fax, and mail this entire agreement, along with a purchase order, to Transfinder.

This contract expires on 4/30/2021, if not signed and accepted.

This is a non-transferable and non-exclusive Contract between Transfinder and Warwick School District (Licensee). This Contract is subject to the specified terms and conditions for use of the program, product, optional features, and related materials. This Contract applies to any enhancements or improvements to which Warwick School District may be entitled. This pursuant to the price terms described below. The provisions of the Contract include:

I. TRANSFINDER SOFTWARE SYSTEM TOTAL COST

Software Modules	Qty	Year 1	Year 2
Routefinder PLUS* includes: <ul style="list-style-type: none"> Single User Software License Routing and Scheduling System GIS Map Conversion for Lancaster county Tools for route overlap analysis, Stop Sequence Optimization, and Policy Analytics Eligibility Assessment & Walk Zone definition Driver Certification Functionality Field Trip resource tracking, cost calculator, billing, invoicing, & reporting 	1	\$7,995	\$3,350
Satellite Imagery Service <ul style="list-style-type: none"> Adds a satellite layer to Routefinder PLUS 		Included	Included
Attendance Boundary Planning <ul style="list-style-type: none"> Manage School Attendance Boundaries Assess school zone changes for impact on students, grades, and school bus routes 		Included	Included
Tripfinder <ul style="list-style-type: none"> Browser-based Field Trip System, Site License with Unlimited users Includes online requests & approvals, cost tracking, reporting, etc. 	1	\$4,500	\$1,500
Transfinder Hosting Services powered by Amazon Web Services (AWS) <ul style="list-style-type: none"> Hosting includes database server, application servers, storage, and data maintenance Hosting Service is due with initial purchase and is included in the future Hosting Service		Included	Included
Transfinder Software Retail Pricing		\$12,495	\$4,850
Tripfinder Discount		-\$2,000	\$0
Transfinder Software Promotional Pricing		\$10,495	\$4,850
Implementation, Training and Professional Services			
Project Management <ul style="list-style-type: none"> Dedicated Project Manager assigned through Project Completion Manages Transfinder resources to meet Licensee's goals Project Manager will assist through 1st fall opening 		Included	Included
Data Management <ul style="list-style-type: none"> Data Engineer will create a custom import process for automating data updates with the Student Information System GIS Engineer will review available County GIS data with Licensee and convert GIS data for use in software 		Included	Included
Online Training <ul style="list-style-type: none"> Online Training timeframe begins on first completed training date Dedicated Trainer conducts Weekly Online Sessions Trainings conducted with Customer's Maps and Student Data 	6	Months Included	
Transfinder University Livestream <ul style="list-style-type: none"> Routing System Proficiency Course 2 days of online training in a Routefinder PLUS training dataset Routefinder PLUS Certification provided upon successful completion of the class proficiency exam Class hours 8:30 am-5:00 pm Eastern Daylight Time 	1	\$1,750	
Professional Services - Route Implementation Services <ul style="list-style-type: none"> <i>See Attachment A for full Statement of Work</i> Transfinder Staff will input current regular education bus runs using route sheets and data provided by customer Transfinder Staff will work with district staff to verify route sheet accuracy Transfinder Staff will process student data geocoding and map editing to support the initial route input 		\$8,000	

Professional Services - Consulting Hours Eight (8) hours of Professional Services Consulting Some common uses for consulting hours include: Help to speed up the routing process with hands-on interactive consulting sessions. Assistance finding some quick consolidations with existing runs. Planning of what-if scenarios, such as hybrid COVID-19 routes. Tailoring additional custom reports, review for efficiency etc..	8	\$2,400	
Technical Support & Software Updates <ul style="list-style-type: none"> Unlimited Online Technical Support Software updates and upgrades Access to Transfinder Community client resources portal for documentation, training videos, webinars, and report library 		Included	Included
Implementation, Training, and Professional Services Pricing		\$12,150	
Transfinder University Livestream Discount		-\$1,750	
Professional Services Discount		-\$2,400	
Total Implementation, Training, and Professional Services Pricing		\$8,000	
Transfinder Software, Training, and Professional Services Promotional Pricing		\$18,495	\$4,850
		Year 1	Year 2
INITIAL SYSTEM COST: <i>*Transfinder will work with Warwick SD IT department to finalize the 2-way communication with the Warwick Student information system. If we are unable to provide the data back nightly this contract will be null and void.</i>		\$18,495	
<input type="checkbox"/> x _____ Initial here			
<u>ANNUAL SERVICE FEE FOR SUPPORT AND SOFTWARE HOSTING SERVICES:</u>			
<input type="checkbox"/> x _____ Initial here		Included	\$4,850
This fee is due upon the anniversary date of the initial software activation.			

TRANSFINDER® SOFTWARE ANNUAL SUPPORT PROVISIONS

This is a declaration of your Transfinder Annual Support Provisions. It describes the benefits you enjoy as a Transfinder client “in good standing” by remaining current in your payment of your Annual Support Fees.

Routefinder PLUS Software System Annual Support

Unlimited Technical Support on for technology staff and for each site operator	Included
Software Upgrades and program enhancements as they are developed	Included
Access to MyTransfinder - an exclusive part of our website dedicated to your organization offering Training, User Manuals, our Knowledgebase, Download Capabilities and more	Included
Custom Data Integration module modifications and maintenance as needed	Included

Tripfinder Software System Annual Support

Unlimited Technical Support on for technology staff and for each site operator	Included
Software Upgrades and program enhancements as they are developed	Included

II. RESPONSIBILITIES

Data Conversion - Warwick School District (hereinafter “District” or “Licensee”) will assist Transfinder in acquiring all the required student and school information for the Routefinder PLUS system. The data must be provided in required .csv, .xls, .txt, .dat, and .dbf file format and/or the Licensee will enter the data manually. Transfinder will convert the student and school data to the Routefinder PLUS system format.

Confidentiality - Transfinder will maintain the confidentiality of any and all personally identifiable information about staff, parents, students and any other school constituent unless Transfinder has the prior written permission of the Licensee. To the extent that Transfinder will come into possession of student records and information, and to the extent that Transfinder will be involved in the surveys, analysis, or evaluation of students, incidental to this agreement, Transfinder shall use its best efforts to comply with all requirements of the Family Educational Rights and Privacy Act. Transfinder shall be required to keep any and all student information it receives confidential and will not use the information for any purpose other than as necessary to provide the services to Licensee under this contract. Transfinder will delete and destroy the student and any other data provided by the Licensee from Transfinder’s servers after performing initial conversion and deliver the converted data to the Licensee or Transfinder Hosted Network (THN).

County Map Data - Transfinder will convert a compatible GIS map data provided by the Licensee, or will provide commercially available map data as stated in Section I of this agreement.

Installation - SaaS Deployment - Hosted on Transfinder Hosted Network (THN) through Amazon Web Services (AWS). The Transfinder Software environment and all Licensee data files will reside on servers within the United States.

Activation - Activation, as defined here includes loading Routefinder PLUS files and map files required to support the licensee’s area, and student data resulting from the initial download and data conversion to the Transfinder Hosted Network (THN).

Training - Transfinder will provide system training as stated in Section I of this agreement. Additional Training may be purchased.

Hosting Services Uptime - Transfinder will exceed 99% uptime between 5:00AM and 5:00PM Eastern Monday through Friday (excluding holidays) to the Licensee. Maintenance periods are scheduled after business hours but Transfinder reserves the right to schedule maintenance periods during business hours that will not constitute downtime. Downtime refers to the inability to access the hosted environment. Standard support issues, which would occur in a locally installed environment, will not constitute downtime. Downtime will be calculated from the time Licensee reports an outage to the time Transfinder resolves the issue. Licensee must submit an email reporting downtime to support@transfinder.com.

Below is a schedule for compensation for Transfinder's failure to meet the uptime requirements. Credits will be given toward future support fees. The downtime is calculated on a calendar year resetting January 1st. Transfinder agrees to credit Licensee as follows.

Targeted Attainment	Actual Attainment	Credit Amount
100%	98% - 99%	Remedial Action
100%	97.99% - 95%	4% of Annual Support Fee
100%	< 95%	5% of Annual Support Fee

This uptime policy excludes anything that is reasonably outside of Transfinder's control including force majeure. To resolve technical issues Transfinder may require the cooperation of Licensee. If Licensee's Department of Technology (DoT) staff is unable or unwilling to assist Transfinder IT staff with resolving technical issues within 48 hours, Transfinder will not be held responsible for the resulting downtime from the time of Transfinder request for assistance from Licensee's DoT.

Remote Connectivity – Licensee must have a high-speed Internet connection and agrees to permit Transfinder Corporation to connect remotely to Licensee's computers and network for online training, support and software installation. Transfinder will connect to Licensee's computer(s) using secure remote desktop sharing technologies.

System Maintenance - Transfinder will provide on-line remote support, unlimited telephone support, updates, and revisions. In order to manage any changes in pupil transportation, Transfinder will upgrade Routefinder PLUS on a consistent basis to satisfy the growing demands of pupil transportation. There is not an additional charge for the upgrades unless they are unique for Warwick School District.

III. FEE & PAYMENT SCHEDULE

The Term of this agreement is for (1) one-year. The Transfinder Software system initial cost of **\$18,495** is due upon execution of this agreement.

In accordance with the 1-year Term, Transfinder will provide Technical Support, Product Updates and Hosting Services to the Licensee for one year starting on the initial Activation Date. The costs for the Technical Support, Product Updates and Hosting Services is included.

Upon the completion of the initial 1-year term, the Licensee will have an option to continue to pay the Annual Service Fee amount of **\$4,850** due on July 1, 2022 and each year thereafter in order to continue to receive Technical Support, Product Updates and Hosting Services from Transfinder. Transfinder will continue to provide software, hosting services and technical support, which includes system updates, to the Licensee as long as the Annual Service Fee is paid and kept current.

Future Annual Service Fee prices are subject to change given prior notice. Transfinder will notify Licensee of any annual support fee increases (60) sixty days in advance of the payment date.

If onsite training or services are purchased, the expenses for travel and living will be billed to Licensee at cost as incurred.

If not tax-exempt, any Federal and/or State Sales or local taxes are the responsibility of the Licensee. The Licensee acknowledges the responsibility by signing this contract.

All invoices will be paid, by or on behalf of the Licensee within (30) thirty-days.

IV. LATE PAYMENT

If any valid invoice rendered by Transfinder is not paid when due, in addition to such other rights, Transfinder shall reserve the right to, without limitation, suspend updates, maintenance, support services and consulting, training and implementation services. However, Transfinder shall give the Licensee written notice of non-payment and give the Licensee fifteen days to cure prior to suspending any updates, maintenance, support services, consulting, training, and implementation of services.

V. LICENSE AGREEMENT

Grant of License: Transfinder grants the Licensee a non-exclusive, non-transferable license to use and access Routefinder PLUS, and the accompanying documentation on the Transfinder Hosted Network (THN). A Routefinder PLUS license is required for each concurrent user/computer accessing the THN. Transfinder retains the title to Routefinder PLUS and related materials. You agree to protect Routefinder PLUS from unauthorized use, duplication, reproduction, distribution, or publication. In addition, you will not allow any person, company, organization, or other entity to have access to Routefinder PLUS and related materials. Transfinder reserves all rights not specifically granted in this license. Routefinder PLUS is a © copyright of Transfinder. All rights reserved.

Non-permitted Uses: You may not make copies of Routefinder PLUS. You may not use Routefinder PLUS on a network unless you pay for and obtain a separate licensed Software package for each terminal or workstation from which Routefinder PLUS will be actually accessed. You may not rent, lease, sub-license, timeshare, or lend Routefinder PLUS under this license. You may transfer it on a permanent basis if the person receiving it agrees to the terms and conditions set by Transfinder. You may not alter, decompile, disassemble, or reverse-engineer Routefinder PLUS, or make any attempt to unlock or bypass the initialization system or encryption techniques utilized by Routefinder PLUS. You may not remove or obscure Transfinder or any other copyright and trademark notices.

Duration: This agreement is effective from the day you sign the Contract. Your license continues until terminated. This license will terminate automatically without notice from Transfinder if you fail to comply with any provisions of this license, subject to the terms and conditions of article VII. Upon termination, you destroy all written materials, the Routefinder PLUS software, data and all software and data copies. Transfinder can also enforce its other legal rights.

General Terms: Only a written agreement authorized by both the Licensee, and Transfinder's President/CEO, shall constitute a warranty or increase the scope of this warranty. This warranty gives you specific legal rights. You may

have other rights, which vary from state to state. This Limited Warranty is governed by the laws of the State of New York and shall benefit Transfinder its successors and assignees.

VI. LIMITED WARRANTY

Covering Routefinder PLUS Sale of Software: Routefinder PLUS is a customized product. Transfinder warrants the training and technical services will be provided in good and workman like manner. Furthermore, Transfinder guarantees that the software sold will be free of gross negligence. You assume the entire risk as to the results and performance of the Software. The software has not been sold on a trial basis, and the Licensee acknowledges that it has seen a demonstration and had ample opportunity to view the product in operation using Transfinder's reference list, which has been provided. Neither Transfinder nor anyone else who has been involved in the creation, production, or delivery of this product shall be liable for any direct, indirect, consequential, or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of the use, misuse, or inability to use such product even if Transfinder has been advised of the possibility of such damages. In no event shall Transfinder's liability exceed the amount paid for the software.

Bankruptcy: All rights and licenses granted under or pursuant to this Agreement by Licensor to Customer are, and shall otherwise be deemed to be, for the purpose of Section 365(n) of the U.S. Bankruptcy Code, and any similar or successor federal statute, all as the same shall be in effect at the time (the "Bankruptcy Code"), licenses of rights to "intellectual property" as defined under Section 101 of the Bankruptcy Code. The parties agree that Customer, as a licensee of such rights under this Agreement shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code. The parties further agree that, in the event of an adjudication of a bankruptcy proceeding by or against Licensor under the Bankruptcy Code, Licensee shall be entitled to a complete access to, as appropriate any such intellectual property and all embodiments (including source code) of such intellectual property, and same, if not already in its possession shall be promptly delivered to Licensee upon Licensee's written request (i) upon any such adjudication of a bankruptcy proceeding, unless Licensor elects to continue to perform all of its obligations under this Agreement; or (ii) if not delivered under (i) above, upon the rejection of this Agreement by or on behalf of Licensor. Licensee shall have the right to modify, adopt and prepare derivative works based on such intellectual property only for maintenance, support and internal development purposes. Nothing herein implies the transfer of property rights, but deals only with access to such software or source code.

VII. BREACH AND TERMINATION

If Licensee shall have committed a material breach of this Agreement, then Transfinder may give written notice of such breach, and Licensee shall have (60) sixty-days within which to cure. If Licensee fails to cure such breach within such (60) sixty-day period, then Transfinder shall have the right to terminate this Agreement.

If Transfinder shall have committed a material breach of this Agreement, then Licensee may give written notice of such breach, and Transfinder shall have (60) sixty-days within which to cure. If Transfinder fails to cure such breach within such (60) sixty-day period, Licensee then shall have the right to terminate this Agreement.

If the default relates to the original Licensing fee **(\$18,495.00)** when due, then Transfinder, at its option may affirm the agreement and recover the full purchase price and agreed expenses, plus costs of collection, including attorney fees; or may terminate this agreement and has the right to remove all access to and or remove all original software product, installation modifications, work product, including any product upgrades and any local copies thereof, if any; and will further be entitled to all its reasonable costs in delivering, installing, modifying the program, and training Licensees employees including legal fees if any reasonably required to recover same.

VIII. NOTICE, SEVERABILITY & JURISDICTION

Notice: Service of all notices under this Contract shall be mailed by Certified Mail, Return Receipt Requested to the party involved at its respective address herein before set forth or at such address as the party may provide in writing from time to time.

Severability: If any provision or portion thereof of this Contract is invalid under any applicable statute or rule of law it is so to that extent to be deemed omitted from this Contract and with the balance of the Contract remaining in full force and effect.

Jurisdiction: This is a New York Contract to be interpreted under the laws of New York. The parties agree that all disputes arising under this Contract that cannot be settled between the parties shall be resolved in the courts located in New York. This Contract represents our entire understanding and agreement between the parties regarding the Routefinder PLUS system and supersedes any prior purchase order, communications, advertising, or presentations. This license may not be changed verbally, but only by agreement in writing, signed by authorized representatives of both parties. If any provisions of this Contract shall be unlawful, void, or for any reason unenforceable, it shall be deemed severable from, and shall in no way affect the validity or enforceability of the remaining provisions of the Contract. This Contract will be governed by the laws of the State of New York and shall benefit Transfinder, its successors and assignees. Licensee consents to jurisdiction in the state and federal courts located in the State of New York.

TRANSFINDER

<u>Antonio Civitella, President/CEO</u>	_____	_____
Name and Title	Authorized Signature	Date

LICENSEE – Warwick School District

Federal Tax ID#: _____ **Purchase Order #:** _____

_____	X	_____
Name and Title	Authorized Signature	Date



Implementation Services Agreement

Prepared for

Warwick School District

301 W Orange St

Lititz, PA 17543

Prepared on April 7, 2021 by

T Doolen, Professional Services Manager

Transfinder Corporation

440 State Street

Schenectady, NY 12305

Phone: 800-373-3609

Fax: 518-377-3716

Company Information

For more than three decades Transfinder Corporation has been dedicated to serving school districts in providing the most efficient and safest bus routing and logistics software in the industry. Transfinder is one of the first companies on the planet to serve school districts, helping transportation departments master technology in order to create the fastest, safest and smartest routes possible.

Today, Transfinder has grown to become the global leader in logistics software with more than 120 employees in three locations, Austin, Texas; Shanghai, China and its headquarters in New York's Capital Region. Transfinder serves more than 2,000 school districts in North America from coast-to-coast.

As our CEO Antonio Civitella likes to say, "We bleed yellow, just like our clients." That's because Transfinder personnel meets with hundreds of its clients each year at conferences, trade shows, training sessions, on-site visits and in-house Transfinder University sessions. We not only tell our story and share tips and best practices, but we listen. We hear what issues you're facing from bus driver shortages to budget cuts that result in key people wearing more than one hat. We know we work with an equally dedicated group of individuals that care for each and every family they serve.

The result is a company that creates not only what you want today but anticipates what you will need tomorrow so you can best manage your assets and personnel and meet the demands of your district and governing bodies.

Statement of Work

Date	April 7, 2021
Client	Warwick School District
Job Name	Implementation of Bus Runs
Requested by	Joseph Altieri, Sales Consultant
From	T Doolen, Professional Services Manager

Summary

Warwick School District (WSD) has requested Transfinder Professional Services (TPS) provide implementation services to enter their 2020-2021 regular education bus runs into the Routefinder Plus system.

Project Scope

This SOW is preliminary and will be further defined as Transfinder's Professional Services (TPS) team works with Warwick School District (WSD) resources and staff. The following are the preliminary activities and deliverables.

- A comprehensive project plan outlining the work to be done by both WSD and TPS will be developed upon receipt of this signed statement of work. This project plan will include deadlines for work to be completed. Both parties understand that missing dates on any assigned tasks will cause the dates for all subsequent tasks to be delayed.
- Transfinder will host the Routefinder Plus data for WSD in the Transfinder Hosted Network (THN). This will enable TPS and WSD to collaborate on the implementation project.
- WSD will be asked to assist in geocoding students. This will be done during some of the early training sessions to be conducted on the THN.
- WSD will provide the most recent copies of route sheets used by their drivers for entry of the bus runs.
- TPS routers will create WSD's AM bus runs (up to 60 runs) within Routefinder Plus using the route sheets WSD provided. *(Note: This is limited to regular education runs serving district schools, other runs will not be created)*
- Transfinder will attempt to assign as many students as possible based on the student's listed home address. There may be students who are transported to or from Alternate Sites (locations that are not a student's home address). TPS will create the stops based on the route sheets provided, but the student will only be assigned to a stop if the student's home address lies within an existing walk to stop area. After TPS delivers the completed bus runs, WSD will need to assign Alternate Sites for students and then assign the students to the stop.
- The newly created AM bus runs will be delivered to WSD in the form of a new database in Routefinder Plus. This will provide the district with a data source that will be representative of the district's 2020-2021 bus runs.
- Transfinder staff will work with the district during training to copy the AM runs to PM, and make adjustments to PM runs as needed, at the appropriate point in the project.
- A fresh import of student enrollment data for the 2021-2022 school year will need to be brought into the database at WSD. WSD will then need to adjust the bus runs to accommodate changes in student enrollment.

Key Assumptions

This agreement is based on the following assumptions:

- WSD staff will provide current route sheets from which TPS will enter the AM bus runs.
- WSD will provide other pertinent data (student data, no travel streets, low clearance bridges, railroad crossings, bus garage location, school loading zones, etc.) that may be needed for the entry of bus runs.
- WSD will provide walk-to-school and walk-to-stop parameters.
- Students will be assigned to routes based on their home address. WSD will need to enter Alternate Sites and assign students to those sites after delivery of the routes to ensure proper route assignment.

- Once bus runs are delivered, WSD will review thoroughly and provide timely feedback. If no feedback is provided within 60 days, Transfinder will assume that bus runs are accepted as is.

Schedule

All dates will be determined based on signed contract date.

Task	Finish Date
WSD signs contract with Transfinder	May 7, 2021
WSD delivers AM route sheets, student data and other necessary data	May 21, 2021
TPS creates a new datasource in THN and begins building of routes	June 4, 2021
TPS builds up to 60 AM bus runs from route sheets	July 16, 2021
TPS delivers AM bus runs to WSD	July 19, 2021
WSD reviews bus runs and accepts project completion	Two weeks after delivery
WSD continues to train on usage of Routefinder Plus for maintaining the routes going forward.	July 2021 onward
Anticipated first day of school	August 31, 2021

Pricing

All costs listed below are based on the scope and assumptions included in this Statement of Work.

Item	Price
Transfinder Professional Services routing fees:	\$8,000.00
COST TO CLIENT	\$8,000.00

Acceptance

The client named below verifies that the terms of this Statement of Work are acceptable. The parties hereto are each acting with proper authority by their respective companies.

Warwick School District

Company Name

Full Name

Title

Signature

Date