



Contract & License Agreement

Prepared for

Brecksville-Broadview Heights School District

**6638 Mill Rd
Brecksville, OH 44141**

Prepared on 1/13/2016 by

Mike Bernhard

Transfinder

**440 State Street
Schenectady, NY 12305
Phone: 800-373-3609
Fax: 518-377-3716**

This document is your Transfinder® Software Contract & Software License Agreement. It is a contractual agreement between Transfinder and Brecksville-Broadview Heights 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 2/5/2016, if not signed and accepted.](#)

This is a non-transferable and non-exclusive Contract between Transfinder and Brecksville-Broadview Heights 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 Brecksville-Broadview Heights 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 – 5 year agreement

Year 1	Routefinder® Pro - Transportation Management System - Three User Software License Routing and Scheduling System - Transfinder will convert a compatible GIS map(s) provided by the Licensee, or will provide a commercially available map for Cuyahoga county - MS SQL Server or MS ACCESS Database Connectivity - Tools for Route overlap analysis, Stop Sequence Optimization, and Policy Analytics - Eligibility Assessment & Walk Zone definition - Export routes to Google Earth for drivers & administrators - Driver Certification Functionality - Field Trip resource tracking, cost calculator, billing, invoicing, & reporting	\$ 10,995.00
	Online Training - Unlimited online training for 12 months from the date this agreement is executed - Sessions scheduled in advance with your Transfinder Project Manager - Personalized training with school district data and county map(s)	
	One Year of Technical Support & Software Updates – Through January 2017 - Unlimited Online Technical Support & Report Customization Services - Access to www.MyTransfinder.com client resources portal for documentation, training tutorial videos, webinars, report library & more.	
	Student Data Integration Functionality Custom import/export functionality for automating data flow with the DASL system via Vendorlink	
	Satellite Imagery Service Powered by Microsoft Bing, adds a satellite photography layer to Routefinder Pro.	
	Redistricting Functionality School attendance zone planning and analysis functionality	\$ 2,500.00
	Additional Training - up to 16 hours on-site - On Site Training (up to 8 hours per day) - Travel & Living Expenses will be billed at cost	\$ 4,000.00
	Implementation Services Transfinder will build existing bus routes for Brecksville-Broadview Heights School District based on Statement of Work found in Attachment A..	\$ 8,750.00
	Discount – Reducing first year fee - Offer expires 2/5/2016	-\$ 3,650.00
Year 2	Transfinder Support & Maintenance through January 2018 This fee covers support & maintenance for the 2nd year of the agreement.	\$ 3,650.00
Year 3	Transfinder Support & Maintenance through January 2019 This fee covers support & maintenance for the 3rd year of the agreement.	\$ 3,650.00
Year 4	Transfinder Support & Maintenance through January 2020 This fee covers support & maintenance for the 4th year of the agreement.	\$ 3,650.00
Year 5	Transfinder Support & Maintenance through January 2021 This fee covers support & maintenance for the 5th year of the agreement.	\$ 3,650.00
5 YEAR SYSTEM COST: See fee & Payment Schedule in Section III. ***System Support & Maintenance is included in this agreement through January 2021***		☐ x _____ Initial here <u>\$37,195.00</u>

<u>FUTURE ANNUAL SUPPORT AND MAINTENANCE FEE:</u> This fee is due in January 2021.		<u>\$3,650.00</u>
☐ x _____ Initial here		
TRANSFINDER® SOFTWARE ANNUAL SUPPORT PROVISIONS		
This is a declaration of your Transfinder <i>Annual Support Provisions</i> . 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 Pro Software System Annual Support		
Unlimited Technical Support for technology staff and for each site operator	Included	
Software Upgrades and program enhancements as they are developed	Included	
Access to <i>MyTransfinder</i> - an exclusive part of our website dedicated to your organization offering Training, User Manuals, our Knowledgebase, Download Capabilities and more	Included	
Unlimited Custom Report creation for Routefinder Pro. Transfinder customizes specific reports to meet exacting specifications	Included	
Custom Data Integration module modifications and maintenance as needed	Included	
Infofinder <i>1e</i>, Infofinder <i>Mobile</i>, Infofinder <i>I</i> Software System Annual Support		
Unlimited Technical Support for technology staff and for each site operator	Included	
Software Upgrades and program enhancements as they are developed	Included	
Servicefinder Annual Support		
Unlimited Technical Support for technology staff and for each site operator	Included	
Software Upgrades and program enhancements as they are developed	Included	
System maintenance of the Servicefinder server on the Transfinder Hosted Network	Included	

II. RESPONSIBILITIES

Data Conversion - Brecksville-Broadview Heights School District will assist Transfinder in acquiring all the required student and school information for the Routefinder *Pro* system. The data must be provided in required ASCII or DBF file format and/or Brecksville-Broadview Heights School District will enter the data manually. Transfinder will convert the student and school data to the Routefinder *Pro* system format.

County Map(s) - 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 - Transfinder will provide Licensee with an installation files and instructions for installation and will be available remotely during a mutually agreeable time to assist the Licensee with installing the software and data from the initial student data download and conversion on licensee owned computer hardware (http://www.transfinder.com/solutions/system_requirements for specifications descriptions).

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

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 *Pro* 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 Brecksville-Broadview Heights School District.

III. FEE & PAYMENT SCHEDULE

The Transfinder Software system five (5) year cost is **\$37,195.00**.

This will be split into five payments:

- The first payment of \$22,595.00 is due within 30 days from the contract signing.
- The second payment of \$3,650.00 is due by January 30th, 2017.
- The third payment of \$3,650.00 is due by January 30th, 2018.
- The fourth payment of \$3,650.00 is due by January 30th, 2019.
- The fifth payment of \$3,650.00 is due by January 30th, 2020.

Installation, as defined here includes loading Routefinder *Pro* files, and map(s) files required to support the licensee’s area, and student data resulting from the initial download and data conversion.

The amount of **\$3,650.00** is due in January 2021, and each year thereafter (annual support fee prices are subject to change). Transfinder will continue to provide technical support and system updates to the Licensee as long as the annual fees are paid and kept current.

If onsite training or services are purchased, the expenses for travel and living will be billed to Brecksville-Broadview Heights School District at cost as incurred. 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, Brecksville-Broadview Heights School District 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.

V. LICENSE AGREEMENT

Grant of License: Transfinder grants you a non-exclusive, non-transferable license to use Routefinder Pro, and the accompanying documentation. Each Routefinder Pro system may be installed only on the hard drive of a single-user, stand-alone computer. Transfinder retains the title to Routefinder Pro and related materials. You agree to protect Routefinder Pro 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 Pro and related materials. Transfinder reserves all rights not specifically granted in this license. Routefinder Pro is a © copyright of Transfinder. All rights reserved.

Portions of this computer program are owned by MapInfo Corporation, Copyright © 1996-2014, MapInfo Corporation, all rights reserved. Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software—Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is MapInfo Corporation, One Global View, Troy, NY 12180. Rights are reserved under copyright laws of the United States with respect to unpublished portions of the Software.

Non-permitted Uses: You may not make copies of Routefinder Pro. You may not use Routefinder Pro on a network unless you pay for and obtain a separate licensed Software package for each terminal or workstation from which Routefinder Pro will be actually accessed. You may not rent, lease, sub-license, timeshare, or lend Routefinder Pro 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 Pro, or make any attempt to unlock or bypass the initialization system or encryption techniques utilized by Routefinder Pro. 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. Upon termination, you destroy all written materials, the Routefinder Pro 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 Pro Sale of Software: Routefinder Pro 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 (**\$37,195.00**) 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 attorneys fees; or may terminate this agreement and has the right to 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 Pro 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

1/15/2015A54

Antonio Civitella, President/CEO

Name and Title

Authorized Signature

Date

LICENSEE – Brecksville-Broadview Heights School District

Federal Tax ID#: _____

Purchase Order #: _____

Name and Title

Authorized Signature

Date

ATTACHMENT A



Implementation Service Agreement

Prepared for

Brecksville-Broadview Heights School District

**6638 Mill Rd
Brecksville, OH 44141**

*Prepared on 12/2/2015 by
T Doolen*

**Transfinder
440 State Street
Schenectady, NY 12305
Phone: 800-373-3609
Fax: 518-377-3716**

Company Information

Transfinder has been in business for over 26 years and is the largest privately held firm exclusively dedicated to serving K-12 school districts and the school bus transportation industry. The company currently employs 83 professionals, all of whom, with the exception of Dan Roberts, Director, Professional Services, are located at the company headquarters, 440 State Street, Schenectady, NY 12305. Dan Roberts, who will be leading this project, is located in Austin, Texas.

Transfinder has been delivering quality software and services for more than two decades and understands your district challenges, including long range management of your assets, personnel, attendance zone planning, and reporting requirements.



Dan Roberts, Director, Professional Services



Dan is responsible for developing and expanding the company's professional services for school districts throughout North America. He leads the company's in-house staff as well as taps into a network of industry experts to provide comprehensive services for the efficient management of student transportation operations. From routing and logistics services to demographic analyses, management training, transportation consolidation, and benchmarking studies, Roberts enables districts to meet new challenges arising from budget shortfalls or growth demands.



A former executive director for long range planning and business systems for Round Rock Independent School District in Texas, Roberts is recognized for his pioneering efforts in developing computerized routing systems for school districts. He also is called upon by national and state organizations to establish standards and conduct independent management audits of district transportation operations in order to help districts incorporate best practices into their transportation operations.

Statement of Work

Date	December 28, 2015
Client	Brecksville-Broadview Heights School District
Job Name	Implementation of Routes
Requested by	Michael Bernhard, Sales Consultant
From	T Doolen, Solutions Services Manager

Summary

Brecksville-Broadview Heights School District (BBHSD) has requested Transfinder Professional Services (TPS) provide implementation services to enter their 2015-2016 regular education bus routes into the Routefinder Pro system.

Project Scope

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

- A comprehensive project plan outlining the work to be done by both BBHSD 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 temporarily host the Routefinder Pro data for BBHSD in the Transfinder Hosted Network (THN) to enable TPS and BBHSD to collaborate on the implementation project.
- BBHSD 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.
- BBHSD will provide the most recent copies of route sheets used by their drivers for entry of the routes.
- TPS routers will create BBHSD's AM Runs (approximately 90 runs) within Routefinder Pro using route sheets BBHSD 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 routes, BBHSD will need to assign Alternate Sites to students and then assign them to the stop.
- The newly created AM runs will be delivered to BBHSD in the form of a new database in Routefinder Pro. This will provide the district with a data source that will be representative of the district's 2015-2016 routes.
- Transfinder staff will ask BBHSD to review the delivered routes, and adjust them based on district safety policies and practices.
- Transfinder staff will work with the district in training to copy the AM routes to PM, and make adjustments to PM routes as needed, at the appropriate point in the project.
- A fresh import of student enrollment data for the 2016-2017 school year will need to be brought into the database at BBHSD. BBHSD will then need to adjust the routes to accommodate changes in student enrollment prior to beginning the 2016-2017 school year.

Key Assumptions

This agreement is based on the following assumptions:

- BBHSD staff will provide current route sheets from which TPS will enter the AM runs.
- BBHSD 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 routes.
- BBHSD will provide guidance on any walk-to-school and walk-to-stop parameters.
- Students will be assigned to routes based on their home address. BBHSD will need to enter Alternate Sites and assign students to those sites after delivery of the routes to ensure proper route assignment.

Schedule **All dates will be determined based on signed contract date.

Task	Finish Date
BBHSD signs contract with Transfinder	January 10, 2016
BBHSD delivers AM route sheets	January 17, 2016
TPS creates a new datasource in THN for the building of routes	January 20, 2016
TPS builds 90 AM runs from route sheets & data provided	January - March, 2016
TPS delivers 90 AM runs to BBHSD	March 15, 2016
BBHSD continues to train on usage of Routefinder Pro for maintaining the routes going forward	March – December 2016

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:	\$8,750.00
COST TO CLIENT	\$8,750.00

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.

Brecksville-Broadview Heights School District

Company Name

Full Name

Title

Signature

Date

Transfinder

Company Name

T Doolen

Solutions Services Manager

Full Name

Title

Signature

Date