

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

THIS AGREEMENT (the "Agreement"), made and entered into by and between **WAKE COUNTY**, a public body politic and corporate of the State of North Carolina, hereinafter referred to as "Wake County" and **ROUTEMATCH SOFTWARE, INC.**, a Georgia corporation, hereinafter referred to as the "Provider" or "RouteMatch";

WITNESSETH:

WHEREAS, the Provider is the owner of RouteMatch TS™ Software which is licensed to Wake County under and pursuant to the terms of this Agreement for the purposes of routing and scheduling transit services within Wake County;

WHEREAS, the Provider shall correspondingly render certain services to Wake County related to the installation, data setup, training, hosting and technical support associated with the use of RouteMatch TS™ Software.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, the parties hereto contract and agree as follows:

SECTION 1. TERM OF AGREEMENT

Subject to the terms and conditions hereinafter set forth, the term of this Agreement shall begin on **May 1, 2017** and continue through **June 30, 2022**.

SECTION 2. MAXIMUM AMOUNT PAYABLE \$800,000.00

Subject to the terms and conditions hereinafter set forth, Wake County agrees to pay the Provider for approved services provided, up to and not to exceed the maximum contract amount of **Eight Hundred Thousand and 00/100 Dollars (\$800,000.00)** during the term of this Agreement, with no minimum payment guarantee.

SECTION 3. METHOD OF PAYMENT

- 3.1. The Provider shall submit an invoice to Wake County for Package Services provided at no greater frequency than once each calendar quarter. The Providers invoice shall contain a description of services provided, the Provider's proper legal name and address, and the Provider's federal tax identification number. The invoice shall be approved, signed, and dated by an officer or authorized agent of the Provider.
- 3.2. The Provider shall submit an invoice to Wake County for approved Additional or Elective Services and Travel Expenses at no greater frequency than every month for the preceding month. The Providers invoice shall contain a description of services provided, the Provider's proper legal name and address, and the Provider's federal tax identification number. The invoice shall be approved, signed, and dated by an officer or authorized agent of the Provider. The Provider shall send copies of time sheets and will supply supporting documentation for submitted invoices for services other than Package Services.

- 3.3. All invoices shall be sent to: Anita Davis-Haywood, Transportation Program Manager, Wake County Human Services MD#060, P.O. Box 46833, Raleigh, NC 27620, or emailed to: Anita.Davis@wakegov.com. The responsible Wake County Department shall review the invoice and approve for payment if the invoice meets payment criteria. Wake County shall make payments to the Provider within thirty (30) days after receipt and approval of the invoice by the responsible Wake County Department.
- 3.4. Reimbursable services shall include:
1. Package Services as defined in Section 5 (Package Services): Payment rates shall be based on the approved amounts for each billing period indicated in Attachment A (Budget).
 2. Travel Expense Reimbursement: Reasonable travel expenses will be reimbursed for services performed onsite at Wake County in addition to the approved services indicated in Attachment A (Budget). Travel expenses will be reimbursed in accordance with Attachment B (Wake County Travel & Transportation Policy).
 3. Additional or Elective Licenses and Services: In the event that the Provider provides additional or elective services at Wake County's request, Wake County agrees to pay the Provider for those services at the following rates or prices subject to the Providers right to periodically increase these fees in the regular course of business:

| | |
|--|----------------------|
| a. Principal-in-Charge | \$ 150.00/hour |
| b. Senior Consultant – Professional Services | \$ 120.00/hour |
| c. Network Administrator – Professional Services | \$ 110.00/hour |
| d. Consultant – Professional Services | \$ 100.00/hour |
| e. Software Trainer | \$ 130.00/hour |
| f. Transportation Analyst | \$ 75.00/hour |
| g. Additional Training for up to 3 persons | \$ 1,200.00/day |
| (Additional \$ 200.00/day/person will be | |
| -charged for training over 3 persons) | |
| h. Additional Data Conversion | \$ 100.00/hour |
| i. County GIS Data | \$ 800.00/per County |
| (Up to 14 Users) | |
| j. Additional Reports | |
| Simple | \$ 1,000.00 |
| Moderate | \$ 2,000.00 |
| Complex | \$ 3,000.00 |
| k. Additional Seat Licenses | \$ 3,750/license |
| l. Additional Hosting Fees | \$ 125/license/month |
| m. Additional Technical Support and Maintenance | \$ 125/license/month |

SECTION 4. LICENSE TO USE SOFTWARE

- 4.1. In consideration of the payment of the license fees and other fees/expenses set forth herein, the Provider grants to Wake County a nonexclusive, nontransferable, perpetual license for currently held licenses and new purchases for the authorized number of Users (as provided in Section 5 (Package Services) below or in an Amendment to this Agreement signed by the Parties) to use the

Software described in Section 4.2 below (the Software) in machine readable form and the accompanying user documentation identified in Section 4.3 below subject to the terms and conditions of Attachment D (Software License and Services Agreement) in this Agreement.

- 4.2. The term “Software” means RouteMatch TS™ Software, which is further defined in Attachment C (RouteMatch TS™ Product Description - Release SR-2).
- 4.3. The Provider will provide to Wake County the following user documentation relating to the Software (the “Documentation”) and a license to use the Documentation: one (1) hard copy of the User’s Manual will be provided to Wake County upon installation of the Software and one (1) digital copy of the User’s Manual will be provided to Wake County in Adobe Acrobat PDF format, at no additional cost to Wake County.
- 4.4. The Provider grants Wake County the right for fourteen (14) of its employees, computers, and/or agents (“Named Users”) to access and/or use the Software as part of the Package Services described in Section 5 below and at the prices, fees, and expenses as set forth in Section 3.4(1) above.
- 4.5. Wake County shall pay the Provider license fees for additional licenses purchased above the existing fourteen (14) licenses held by Wake County at the rate outlined in Section 3.4(3) above. Existing licenses are fully paid and exempt from license fees.

SECTION 5. PACKAGE SERVICES

- 5.1. Wake County agrees to purchase from the Provider, and the Provider agrees to provide to Wake County under the terms of this Agreement, Application Service Provider (ASP) services and technical support services, described collectively as the “Package Services”, at the prices, fees, and expenses as set forth in Section 3.4(1) above. The aforementioned services, along with any additional or elective services that Wake County agrees to purchase and the Provider agrees to Provide and sell to Wake County, as provided herein, shall be referred to collectively as the “Services”. Package Services shall include the following:
 1. ASP Services: The Provider shall either directly or through subcontractor, provide Wake County with ASP Services and with access to the Software, Server and Content by installing, operating and maintaining the Software on the Server, providing Wake County with services based on such Software and providing access to the Server and content necessary for the proper usage of such Software, all pursuant to the terms and conditions set forth herein. The Provider shall allow Wake County access and use of the Software on the Server and content via Wake County’s Internet facilities and/or dedicated data connection at all times during normal business hours during the term of this Agreement; provided, however, that the System may be down for routine or other maintenance and/or problem resolution. A further description of the APS Services and the terms and conditions relating to the use of the System are set forth in Attachment F (Hosting Services Terms and Conditions).
 2. At a minimum, the Provider will include the Software features and functionalities described in Attachment C (RouteMatch TS™ Product Description - Release SR-2) as well as:
 - a. A RouteMatch Customer Service Portal including the licenses, software and implementation services.

- b. A RouteMatch Facility Portal including the licenses, software, and implementation services.
 - c. A Veteran's Transportation website including design, engineering, implementation, hosting and support.
 - d. An inbound Interactive Voice Response (IVR) Portal, including hardware, software, engineering, implementation, data services, hosting, and support subject to the terms and conditions of Attachment G (IVR Notification Module Terms and Conditions).
 - e. 80 tablet-style Mobile Data Computers including housing, mounting/installation and supplies, software, ASP site interface, hosting and support to upgrade existing units, software and web interface applications subject to the terms and conditions of Attachment H (Data Plan Terms and Conditions).
 - f. A RouteMatch Management Console with data tracking metrics, software, support, hosting, implementation and support.
 - g. A RouteMatch Tracking Monitor Console and associated equipment, software, licenses, ASP site interface, implementation, maintenance and support.
3. Technical Support Services: The Provider will provide technical support to representatives of Wake County by telephone only. Technical support will include and be provided as follows: hours of technical support are from 9 a.m. until 6 p.m., Eastern Standard Time, on weekdays other than holidays, through the Provider's toll-free hotline. The Providers website will also have a bulletin board, user groups and on-line forums for its Users.
4. The Provider will host all upgrades, add-on software modules and components on existing RouteMatch service sites, incorporating these additions into Wake County's existing ASP hosted location and provide all implementation services, support, software/hardware and upgrades necessary to integrate the upgrade/add-on software/component into existing RouteMatch applications in use by Wake County as required.
5. The Provide will submit a monthly care/support performance report to Wake County in a mutually agreeable format which includes:
- a. Cases opened/cases closed /average days open.
 - b. Cases by module/function (product/training/consulting/scheduling/dispatch etc.).
 - c. Cases by cause or issue (training, configuration, data diagnosis, IT Network etc.).
 - d. Cases by contact – who is reporting the cases (Wake, Raleigh, MV etc.).
 - e. Detailed record of case log of open, in progress, in development and closed cases by month.
6. During each year of this Agreement, the Provider will allow two (2) of Wake County representatives to attend the Providers annual conference, free of any participation fees. Wake County will be responsible for all travel, lodging, meals and other expenses for attendance at such conferences.

5.2. The following Attachments are hereby incorporated into this Agreement:

- 1. Attachment A – Budget

2. Attachment B – Wake County Travel & Transportation Policy
3. Attachment C – RouteMatch TS™ Product Description - Release SR-2
4. Attachment D – Software License and Services Agreement
5. Attachment E – Business Associate Agreement
6. Attachment F – Hosting Services Terms and Conditions
7. Attachment G – IVR Notification Module Terms and Conditions
8. Attachment H – Data Plan Terms and Conditions

SECTION 6. ADDITIONAL OR ELECTIVE LICENSES AND SERVICES

- 6.1. Provided and so long as Wake County is not in breach of or default under this Agreement, Wake County may purchase and acquire from the Provider additional or elective services at those prices set forth in Section 3.4(3) above; provided that any such purchase shall be evidenced by an Addendum to this Agreement executed by authorized representatives of both Parties and setting forth the additional or elective services to be purchased by Wake County and provided by the Provider as well as the prices for such services if other than as provided in Section 3.4(3) above. All such additional or elective services other than the preparation of reports, shall be provided on an hourly or daily rate basis as set forth in Section 3.4(3) above unless the Parties have executed a Statement of Work setting forth the services, deliverables, schedules, specifications, acceptance criteria and price (a “SOW”). Any SOW shall be an addendum to this Agreement and incorporate the terms and conditions of this Agreement.

SECTION 7. MINIMUM FACILITIES AND COMPUTER REQUIREMENTS

- 7.1. The Software requires and Wake County is solely responsible for providing and will provide the minimum components, facilities and computer configuration standards in Attachment D (Software License and Services Agreement) for use with the Software. Wake County agrees to provide a Point of Contact for technical support communications with the Provider. Wake County further agrees to follow and comply with the “RouteMatch Customer Support Program” provided or communicated to Wake County, direct all technical support questions and communications through the Point of Contact and provide the necessary and qualified personnel, as requested by the Provider, to assist in completing the technical solution.

SECTION 8. RIGHT TO SUSPEND SERVICES

- 8.1. In the event that and so long as Wake County is in breach of or default under the terms of conditions of this Agreement, the Provider may, in its sole discretion, suspend performance of any of its obligation to provide any of the services to Wake County under this Agreement.

SECTION 9. STANDARDS OF PERFORMANCE

- 9.1. Provider warrants and represents that it possesses the special skill and professional competence, licensure, expertise and experience to undertake the obligations imposed by this Agreement. Provider agrees to perform services under this Agreement in a diligent, efficient, competent, and skillful manner, and to devote adequate time to perform the services in such manner.
- 9.2. Provider agrees to comply with all federal, state, and local statutes, regulations, and ordinances and rules applying to Provider’s performance hereunder, including applicable laws pertaining to

licensing and the Health Insurance Portability and Accountability Act of 1996, PL 104-91 (HIPAA).

- 9.3. Provider agrees that all employees or approved independent contractors performing services under this Agreement ("personnel"), shall possess licensure or qualification required to perform the services hereunder. In the event of a suspension, disciplinary action, or other adverse change in the licensure or qualification of any personnel, Provider shall no longer assign responsibilities under this Agreement to such personnel. Provider is required to inform Wake County of any adverse changes in qualification or licensure of personnel during the Term of this Agreement.

SECTION 10. RELATIONSHIP OF PARTIES

Wake County and the Provider agree that the Provider is an independent contractor and shall not represent itself or be deemed as an officer, agent or employee of Wake County for any purpose. Provider represents that it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with Wake County. Provider agrees that all personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. Provider further agrees that it shall obey all State and Federal statutes, rules and regulations which are applicable to provisions of the services called for herein.

SECTION 11. CANCELLATION

This Agreement may be cancelled by either party to the Agreement for any reason upon thirty (30) days written notice to the other party to the Agreement.

SECTION 12. INSURANCE REQUIREMENTS

The Provider shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Finance Office. If any required insurance policy expires during the term of this Agreement, Provider must provide a certificate of insurance to the Wake County Finance Office as evidence of policy renewal prior to such policy expiration.

Provider's signature on this Agreement indicates that Provider agrees to the terms of this insurance section and understands that failure to comply may result in cancellation of this Agreement at Wake County's option.

Workers' Compensation Insurance, with limits for Coverage A Statutory- for State of North Carolina and Coverage B - Employers Liability \$500,000 each accident/disease each employee/disease policy limit.

Commercial General Liability - with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability.

Commercial Automobile Liability, with limits no less than \$1,000,000 per occurrence for bodily injury and property damage for any vehicle used during performance of contract services, including coverage for owned, hired, and non-owned vehicles. Evidence of commercial automobile coverage is only

necessary if vehicles are used in the provision of services under this Agreement or are brought on a Wake County site.

Privacy and Network Security (Cyber-Liability) Insurance, with limits of no less than \$1,000,000 per claim and \$2,000,000 aggregate.

Professional Liability Insurance, applicable to any professional services provided under this Contract with limits of no less than \$1,000,000 per claim and \$2,000,000 aggregate.

If any coverage is on a claims-made basis, Provider agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and to purchase and maintain Supplemental Extended Reporting Period or 'tail coverage' with a minimum reporting period of not less than three (3) years if the policy expires or is cancelled or non-renewed. If coverage is replaced, the new policy must include full prior acts coverage or a retroactive date to cover the effective dates of this Agreement. Provider shall provide a Certificate of Insurance annually to Wake County indicating any claims made coverage and respective retroactive date. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of the County's Finance Office. Proof of rating shall be provided to the county upon request.

Insurance with limits no less than those specified above shall be evidenced by a Certificate of Insurance issued by a duly authorized representative of the insurer and dated no more than 30 days prior to the start date of this Agreement. In the case of self-insurance, a letter of explanation must be provided to and approved by Wake County Risk Management.

The Provider shall be responsible for providing immediate notice of policy cancellation or non-renewal during the term of this Agreement to the Wake County Finance Office and for three years subsequent for any claims made coverage.

If Provider does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to Wake County may be considered. Any requests for consideration of alternate coverage must be presented by Provider PRIOR TO provision of any services associated with this Agreement.

In the event that Provider uses subcontractors to perform any of the services under this Agreement, then and in that event, Provider shall contractually require such subcontractor(s) to meet all of the requirements of this section.

SECTION 13. INDEMNIFICATION

Provider agrees to defend, indemnify, and hold harmless Wake County from any and all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death, or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Provider, except to the extent that same are caused by the negligence or willful misconduct of Wake County. It is the intent of this section to require Provider to indemnify Wake County to the extent permitted under North Carolina law.

SECTION 14. NO ASSIGNMENT OR SUBCONTRACTING

Except in the case of sale of all or substantially all of its assets, Provider shall not assign or subcontract any portion of this Agreement, including any duties or obligations hereunder, including the right to receive payment, to any party without the prior written approval of Wake County.

SECTION 15. NON-APPROPRIATION

Provider recognizes that Wake County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are not available and not appropriated to purchase the services specified in this Agreement, then this Agreement shall automatically expire without penalty to Wake County and without the thirty (30) day notice requirement set forth in Section 11.

In the event of a legal change in Wake County's statutory authority, mandate, and mandated functions which adversely affects Wake County's authority to continue its obligations under this Agreement, then this Agreement shall automatically expire without penalty to Wake County and without the thirty (30) day notice requirement set forth in Section 11.

SECTION 16. NO THIRD-PARTY BENEFICIARIES

This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the parties hereto, and shall not confer any rights or remedies upon any person or entity other than the parties hereto.

SECTION 17. NO WAIVER OF SOVEREIGN IMMUNITY

Wake County and the Provider agree that nothing in this Agreement shall be construed to mandate purchase of insurance by Wake County pursuant to N.C.G.S. 153A-435; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive Wake County's defense of sovereign or governmental immunity from any cause of action alleged or brought against Wake County for any reason if otherwise available as a matter of law.

SECTION 18. GOVERNING LAW

The parties acknowledge that this Agreement shall be governed by the laws of the State of North Carolina.

SECTION 19. ENTIRE AGREEMENT

The terms and provisions herein contained constitute the entire Agreement by and between Wake County and the Provider and shall supersede all previous communications, representations or Agreements, either oral or written between the parties hereto with respect to the subject matter hereof. In the event of any conflict between the provisions of this Agreement and the provisions of any attachment or exhibit, the provisions of this Agreement shall prevail over any conflicting term or provision.

SECTION 20. NOTICES

All notices, reports, records, or other communications which are required or permitted to be given to the parties under the terms of this Agreement shall be sufficient in all respects if given in writing and delivered

in person, by confirmed facsimile transmission, by overnight courier, or by registered or certified mail, postage prepaid, return receipt requested, to the receiving party at the following address:

If to Wake County: Contracts Manager
Wake County Human Services
MD# 76
PO Box 46833
Raleigh, NC 27620-6822

If to Provider: RouteMatch Software, Inc.
Suite 3300
1201 West Peachtree Street,
Atlanta, GA 30309

With a copy (which shall not constitute notice) to:
Barclay T. Mason, Jr.
Freisem, Macon, Swann & Malone, LLP
2905 Piedmont Road
Atlanta, GA 30305

SECTION 21. SEVERABILITY

If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

SECTION 22. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

SECTION 23. EFFECTIVE DATE OF AGREEMENT

The effective date of this Agreement shall be the date upon which the authorized agent of Wake County executes this Agreement.

SECTION 24. E-VERIFY REQUIREMENTS

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contract(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS 64-26(a)) relating to the E-Verify requirements.

SECTION 25. IRAN DIVESTMENT

By signing this Agreement, Provider certifies that as of the date of execution of this Agreement 1) it does not appear on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S Chapter 147, Article 6E (G.S. 147-86.55 to 147-86.63) and published on the State Treasurer's website at

www.nctreasurer.com/Iran and 2) it will not utilize any subcontractor that appears on the Final Divestment List in the performance of duties under this Agreement.

SECTION 26. CONTRACT MONITORING

WCHS may from time to time conduct fiscal, administrative, and/or programmatic contract monitoring (“monitoring”) to assure Provider compliance with applicable state and federal regulations, WCHS policy and procedure, funding recipient requirements (if applicable), or the terms of the Agreement. The frequency and the intensity of the monitoring will be at the discretion of Wake County, and nothing herein shall be construed to relieve Provider of the requirements of this Agreement in the absence of contract monitoring. The Provider shall cooperate with Wake County contract monitoring as follows:

1. Provider shall maintain and permit Wake County or its authorized representative to audit, examine, and make copies of or extracts from all records, in whatever form they exist, relating to activities under this Agreement, including, original receipts, cancelled checks, a detailed general ledger, and an inventory of supplies/equipment purchased with funds under this Agreement, program expenditures, eligibility requirements, program data, revenue, billing records, receipts, records to substantiate programmatic outcomes and compliance with all applicable contract terms and laws and regulations, licensure, and insurance, and any other documents needed to substantiate invoices.
2. Provider shall permit an unannounced on-site visit, or a pre-arranged request for access to records.
3. When requested by Wake County, the Provider will make records available for duplication or supply copies.
4. Provider shall maintain all records related to activities under this Agreement for at least five years after the conclusion of the Agreement.
5. Provider shall provide access to records or personnel involved in creating or maintaining records and personnel shall be required to provide information related to scope of records to WCHS if requested. In the event that records contain information protected by privilege or confidentiality requirements, then WCHS shall execute a confidentiality Agreement related to the information prior to disclosure to the extent permitted by law.
6. The requirement to comply with this section shall be included in any contract between Provider and a permitted independent contractor to provide services under this Agreement.

Wake County will attempt in good faith to resolve any dispute with the Provider related to the subject matter of this Agreement. To ensure accountability and future program success, WCHS may, but is not required, to present a list of suggested corrective actions (“SCA list”) to the Provider. If presented, the Provider will ensure that each issue is addressed within 30 days from the time notice of the issue is received unless a different timeframe is agreed upon. Nothing in this clause shall be construed as prohibiting either party from immediately applying to a court of competent jurisdiction for legal or equitable relief or terminating the contract pursuant to Section 11.

SECTION 27. AMENDMENTS TO CONTRACT

This Agreement may only be amended in a writing signed by the parties.

SECTION 28. CONDUCT

Wake County has published information about Contractors and vendors working with them. The Provider can visit <http://www.wakegov.com/finance/business/Pages/default.aspx> for information about working with the County.

[THIS SPACE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have agreed and executed this Agreement.

ROUTEMATCH SOFTWARE, INC.

By: _____

Clay Davidson
Director of Business and Legal Affairs

Date: _____

WAKE COUNTY

By: _____

Alicia Arnold
Human Services Division Director of
Housing and Transportation

Date: _____

By: _____

Regina Y. Petteway, MSPH
Wake County Human Services Director

Date: _____

By: _____

Wake County Manager or Designee
Printed Name: _____

Date: _____

The person responsible for monitoring the contract performance requirements is

Anita Davis-Haywood . _____ Department Head Initials

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Director

ATTACHMENT A BUDGET

| 5 Year Extension - Fee Schedule (2017-2022) | | | | |
|---|--------------|-------------------|---|-----------------------|
| 2017-2018 | | | | |
| Invoice # | Invoice Date | Amount | Description | Project |
| 30542 | 05/01/2017 | 4,500.00 | R Support/Host 07/17-06/18 | 6 Additional Licenses |
| 30543 | 05/01/2017 | 15,164.89 | R Notification Module Support - 07/17-06/18 | NM Deployment |
| 30543 | 05/01/2017 | 1,736.44 | R Web Portal Support - 07/17-06/18 | NM Deployment |
| 30543 | 05/01/2017 | 4,051.69 | R VOIP Fees - 07/17-06/18 | NM Deployment |
| 30544 | 05/01/2017 | 43,382.50 | R Support /Hosting 07/17-06/18 | Core System |
| TBD | 08/01/2017 | 30,000.00 | R Support 10/17-06/18 | FTA Vet Grant |
| TBD | 12/01/2017 | 250.00 | R Support 02/18-06/18 | 1 Additional User |
| TBD | 12/01/2017 | 375.00 | R Hosting 02/18-06/18 | 1 Additional User |
| Total | | 99,460.52 | | |
| 2018-2019 | | | | |
| Invoice # | Invoice Date | Amount | Description | Project |
| TBD | 05/01/2018 | 4,500.00 | R Support/Host 07/18-06/19 | 6 Additional Licenses |
| TBD | 05/01/2018 | 15,164.89 | R Notification Module Support - 07/18-06/19 | NM Deployment |
| TBD | 05/01/2018 | 1,736.44 | R Web Portal Support - 07/18-06/19 | NM Deployment |
| TBD | 05/01/2018 | 4,051.69 | R VOIP Fees - 07/18-06/19 | NM Deployment |
| TBD | 05/01/2018 | 43,382.50 | R Support /Hosting 07/18-06/19 | Core System |
| TBD | 05/01/2018 | 1,500.00 | R Support 07/18-06/19 | 835/837 |
| TBD | 05/01/2018 | 40,000.00 | R Support 07/18-06/19 | FTA Vet Grant |
| TBD | 05/01/2018 | 600.00 | R Support 07/18-06/19 | 1 Additional User |
| TBD | 05/01/2018 | 900.00 | R Hosting 07/18-06/19 | 1 Additional User |
| Total | | 111,835.52 | | |
| 2019-2020 | | | | |
| Invoice # | Invoice Date | Amount | Description | Project |
| TBD | 05/01/2019 | 4,500.00 | R Support/Host 07/19-06/20 | 6 Additional Licenses |
| TBD | 05/01/2019 | 15,164.89 | R Notification Module Support - 07/19-06/20 | NM Deployment |
| TBD | 05/01/2019 | 1,736.44 | R Web Portal Support - 07/19-06/20 | NM Deployment |
| TBD | 05/01/2019 | 4,051.69 | R VOIP Fees - 07/19-06/20 | NM Deployment |
| TBD | 05/01/2019 | 43,382.50 | R Support /Hosting 07/19-06/20 | Core System |
| TBD | 05/01/2019 | 1,500.00 | R Support 07/19-06/20 | 835/837 |
| TBD | 05/01/2019 | 40,000.00 | R Support 07/19-06/20 | FTA Vet Grant |
| TBD | 05/01/2019 | 600.00 | R Support 07/19-06/20 | 1 Additional User |
| TBD | 05/01/2019 | 900.00 | R Hosting 07/19-06/20 | 1 Additional User |
| Total | | 111,835.52 | | |
| 2020-2021 | | | | |
| Invoice # | Invoice Date | Amount | Description | Project |
| TBD | 05/01/2020 | 4,657.50 | R Support/Host 07/20-06/21 | 6 Additional Licenses |
| TBD | 05/01/2020 | 15,695.66 | R Notification Module Support - 07/20-06/21 | NM Deployment |
| TBD | 05/01/2020 | 1,797.22 | R Web Portal Support - 07/20-06/21 | NM Deployment |
| TBD | 05/01/2020 | 4,051.69 | R VOIP Fees - 07/20-06/21 | NM Deployment |
| TBD | 05/01/2020 | 44,900.89 | R Support /Hosting 07/20-06/21 | Core System |
| TBD | 05/01/2020 | 1,552.50 | R Support 07/20-06/21 | 835/837 |
| TBD | 05/01/2020 | 41,400.00 | R Support 07/20-06/21 | FTA Vet Grant |
| TBD | 05/01/2020 | 621.00 | R Support 07/20-06/21 | 1 Additional User |
| TBD | 05/01/2020 | 931.50 | R Hosting 07/20-06/21 | 1 Additional User |
| Total | | 115,607.95 | | |
| 2021-2022 | | | | |
| Invoice # | Invoice Date | Amount | Description | Project |
| TBD | 05/01/2021 | 4,820.51 | R Support/Host 07/21-06/22 | 6 Additional Licenses |
| TBD | 05/01/2021 | 16,245.01 | R Notification Module Support - 07/21-06/22 | NM Deployment |
| TBD | 05/01/2021 | 1,860.12 | R Web Portal Support - 07/21-06/22 | NM Deployment |
| TBD | 05/01/2021 | 4,051.69 | R VOIP Fees - 07/21-06/22 | NM Deployment |
| TBD | 05/01/2021 | 46,472.42 | R Support /Hosting 07/21-06/22 | Core System |
| TBD | 05/01/2021 | 1,606.84 | R Support 07/21-06/22 | 835/837 |
| TBD | 05/01/2021 | 42,849.00 | R Support 07/21-06/22 | FTA Vet Grant |
| TBD | 05/01/2021 | 642.74 | R Support 07/21-06/22 | 1 Additional User |
| TBD | 05/01/2021 | 964.10 | R Hosting 07/21-06/22 | 1 Additional User |
| Total | | 119,512.42 | | |
| Grand Total | | 558,251.94 | | |

| 5 Year Extension (Raleigh) - Fee Schedule (2017-2022) | | | | |
|---|------------|-------------------|--------------------------------|-------------------|
| TBD | 08/01/2017 | 29,630.48 | R Support/ASP/Data 10/17-06/18 | Raleigh Expansion |
| TBD | 05/01/2018 | 39,507.30 | R Support/ASP/Data 07/18-06/19 | Raleigh Expansion |
| TBD | 05/01/2019 | 39,507.30 | R Support/ASP/Data 07/19-06/20 | Raleigh Expansion |
| TBD | 05/01/2020 | 40,890.06 | R Support/ASP/Data 07/20-06/21 | Raleigh Expansion |
| TBD | 05/01/2021 | 42,321.21 | R Support/ASP/Data 07/21-06/22 | Raleigh Expansion |
| Raleigh Total | | 191,856.34 | | |

ATTACHMENT B

WAKE COUNTY TRAVEL & TRANSPORTATION POLICY

INCORPORATED BY REFERENCE

*COPY WAS PROVIDED TO PROVIDER IN SEPARATE FILE AND IS AVAILABLE UPON REQUEST
FROM WAKE COUNTY*

ATTACHMENT C
RouteMatch TS™ Product Description - Release SR-2

The following is a description of the all features and functionalities included in your RouteMatch TS license and deliverable under the Agreement:

Customers – The RouteMatch TS Customers function allows authorized users to view, add, edit, delete, and search for customer data. Each customer record consists of the following required information: first/last name, address, Associated service, and Mobility Type. Each customer record may also include the following optional information: primary phone and extension; secondary phone and extension; social security number; internal ID; birthday; indication of whether elderly; language; email address; comments; load and unload times; indication of whether attendant is required for trips; and indication of whether customer is currently active.

Authorized users are also allowed to view a list of all customers; refresh the Customers function display in case of modifications; view requested, scheduled, and verified trip information by date, along with the ability to search for customer names and navigate directly to the highlighted trip in the RouteMatch TS Scheduling function; and print detailed customer information, including last modified date; print date; customer's name, address, phone, email address, social security, Internal ID, birthday, language, race, mobility, attendant required, and currently active (yes/no); and comments

Authorized users are also allowed to manage additional customer information as follows:

- **Billing Information** - the RouteMatch TS Customer Billing Information function allows authorized users to view, add, edit, or delete data for one or more funding source. The following data elements are required: funding source name and expiration date; Trip Accounting Type, including indications for flat fee or per vehicle mile charge, with amounts for individual, shared revenue or shared service; indication of per vehicle hour charge, with amounts for individual, shared revenue or shared service. Each Customer Billing Information record may also include the following optional information: agency requirements or comments; number of trips allowed per day, month, week, or year; trip purpose; and indication of whether the customer will pay.
- **Eligibility** - the RouteMatch TS Eligibility function allows authorized users to view, add, edit, or delete data for one or more eligibility Programs. The Customer's ID and name are displayed for each eligibility record. The following data elements may also be specified: program ID; Program Name; indication of whether the eligibility status is permanent; application/Certification information, including Verification Sent Date; Renewal Date; Certification Date; Certification Expiration Date; Application Received Date; Verification Received Date; Registration Date, Certification Rejection Date; and comments.

- **Emergency Contact** - the RouteMatch TS Emergency Contact function allows authorized users to view, add, edit, or delete information about one or more emergency contacts for a customer. The following data elements are required for each Emergency Contact record: first/last name; relationship; and telephone number and extension. Comments may also be included with each record.
- **Customer Service Needs** - the RouteMatch TS Customer Service Needs function allows authorized users to view, add, edit, or delete information about one or more service needs for a customer. The Customer's ID and name are displayed for each Customer service record. The following data elements are required: service need; and indication of whether service is permanent. Comments may also be included with each record.
- **Customer Medical** - the RouteMatch TS Customer Medical function allows authorized users to view, add, edit, or delete information about one or more medical needs for a customer. The Customer's ID and name are displayed for each Customer Medical record. The Medical Type is required. Doctor's first/last name and phone number, and comments may also be included with each record.
- **Customer Disability** - the RouteMatch TS Customer Disability function allows authorized users to view, add, edit, or delete information about one or more service needs for a customer. The Customer's ID and name are displayed for each Customer Disability record. The following data elements are required: Disability Type; and indication of whether the disability is permanent. Comments may also be included with each record.

Vehicles – The RouteMatch TS Vehicles function allows authorized users to view, add, edit, delete, and search for vehicle data. Each vehicle record consists of the following required information: internal Vehicle ID; vehicle type; associated service; and total capacity. Each vehicle record may also include the following optional information: VIN number; License Plate/State; vehicle ID, including make, model, color, and year; cost tracking information, including Operator cost/mile and Pullout cost; the number of standard seats, wheel chairs, wheel chair ties, and car seats; indication of whether there are low floors; indication of whether the vehicle is available, including the date and time; and values for Default Garage Stops, including garage pull-out time, garage pull-out time, pull-out address, and pull-in address.

Authorized users are also allowed to view a list of all vehicles; refresh the Vehicles function display in case of modifications; copy data from an existing vehicle to facilitate adding a new vehicle; and print detailed vehicle data, including Internal ID, service name, vehicle's description, type, and VIN; set capacity information, including total capacity, number of standard seats, wheelchairs, car seats, and tie downs; set indication of whether there are low floors; set vehicle availability on or off, and automatically unscheduled all trips, breaks, and runs if necessary; pullout cost; available time; pullout address; and return address.

Drivers – The RouteMatch TS Drivers function allows authorized users to view, add, edit, delete, and search for driver data. Each driver record is required to include the first/last name and address. Each driver record may also include the following optional information: phone number and extension; social security number; internal ID; License number; state; hire date; termination date; comments; information about the weekly schedule, including availability by day of week, start time, end time, and comments; and emergency contact information, including first/last name, phone number and extension, relationship, and comments.

Authorized users are also allowed to view a list of all drivers; refresh the Drivers function display in case of modifications; and print detailed driver data, including the Last Modified date; print date; driver information including name, phone number, internal ID, License number; state; hire date; termination date; comments; information about the weekly schedule, including availability by day of week, start time, end time, and comments; and emergency contact information, including phone number, relationship, and comments.

Trips- The RouteMatch TS Trips function allows authorized users to view, add, edit, delete, and search for customer trip request data by date. Each trip request record consists of the following required information: assigned service, pickup location; drop off location; timing preference (pickup or drop off); requested time; estimated load/unload times; mobility type; number of attendants, guests, and car seats; and funding source. Each trip request record may also include the following optional information: trip type, trip purpose, billing category, comments; and indication of whether the trip recurs on other weekdays (a "standing order"), and it's effective and until dates.

Authorized users are also allowed to view a list of all customers and their trip requests by date; refresh the Trips function display in case of modifications; copy data from an existing trip record to facilitate adding of a new trip request; specify a new trip request as the return trip of an existing trip request record; cancel a trip request for current day only; delete trip request for current day only; delete trip request record for all applicable days of a standing order; and view requested, scheduled, and verified trip information by date, along with the ability to search for customer names and navigate directly to the highlighted trip in the RouteMatch TS Scheduling function.

Scheduling - The RouteMatch TS Scheduling function allows authorized users to manage vehicles' schedules. Functionality is centered around five main sub-functions:

- f* **Manage Scheduled Trips** – authorized users are allowed to manually schedule a run to a vehicle for a given date, for the current day only or for the current weekday forward; search for a scheduled trip or vehicle by name; unschedule a run from a vehicle for the current day only, or for the current weekday forward; modify run properties, including the service, name, start time, or end time; manually schedule one or more trips to a vehicle for the current day only, the current weekday forward, or for all applicable days (for standing orders); unschedule one or more trips to a vehicle for the current day only, the current weekday forward, or for all applicable days (for standing orders); move one or

more trips to a different vehicle; commit the schedule for one or more vehicles for this weekday forward; cancel a trip for the current day only; delete a trip for the current day only or for all applicable days forward (for standing orders); navigate directly to the RouteMatch TS Trips management function; or display customer and trip details including name, telephone, funding source, mobility type, service, pickup and drop off addresses, requested time, early time, late time, attendants, guests, and load and unload times.

f **Manage Unscheduled Runs** - authorized users are allowed to add a new run to a service; search for a trip or run by name; manually schedule one or more unscheduled trips to a run for the current day only or for this weekday forward; unschedule one or more scheduled trips from a run for the current day only or for this weekday forward; display all trips scheduled to a run; shift run and all trip times backward or forward a specified number of minutes; delete a run for the current day only or for this weekday forward; display run properties; or display unscheduled customer and trip details including name, telephone, funding source, mobility type, service, pickup and drop off addresses, requested time, early time, late time, attendants, guests, and load and unload times.

f **Manage Unscheduled Trips** – authorized users are allowed to manually schedule one or more trips to a run; manually schedule one or more trips to a vehicle; search for a trip or vehicle by name; cancel a trip for the current day only; delete a trip for the current day only; delete a trip for all applicable days (of a standing order); display trip request and customer including name, telephone, funding source, mobility type, service, pickup and drop off addresses, requested time, early time, late time, attendants, guests, and load and unload times.; or navigate directly to the Trips management function.

f **Manage Geographic Data** – authorized users are allowed to view a graphical map of the provider’s service region; zoom in on specific areas for greater resolution of map details; zoom out of specific areas; manually move the map image in any direction as desired; view detailed properties of any image element of the map; request that the map be displayed in “full extents” default mode;

f **Optimize Schedules** – RouteMatch TS provides authorized users with the following functions related to automatically optimizing vehicle’s schedules for a given day:

- **Run RouteMatch Scheduling Engine™** – authorized users are allowed to automatically generate schedules for one or more services, one or more vehicles, and/or one or more runs. Options available for optimization include the ability to optimize currently scheduled trip times; remove current schedule and re-optimize; insert unscheduled trips where possible. Advanced user options include the ability to request any combination of the following: keep scheduled trips on same vehicles; keep scheduled trips at same time; attempt to insert unscheduled trips; allow trips on any service; only schedule trips on runs; and schedule trips around runs.

- **Show Recommendations** – authorized users are allowed, for a selected unscheduled trip, to request a list of available vehicles for that trip, sorted by impact; search the resulting list for a vehicle by name; display trip scheduling properties, including customer name, trip type, pickup address, drop-off address, requested time, load/unload times, mobility type, attendants, service, and funding source; and schedule the trip onto a recommended vehicle for the current day only, for the current weekday only, or for all applicable days (for a standing order)
- **Show Vehicle Capacity** - authorized users are allowed, for a selected vehicle, to request whether sufficient capacity exists for trips scheduled to it
- **View Summary Statistics** – authorized users are allowed to view and print statistics from the most recent schedule optimization, including available vehicles, used vehicles, available trips, scheduled trips, unscheduled trips, service hours, total hours, service miles, total miles, batch efficiency, warnings, errors, and batch run time in seconds. Also, statistics for each vehicle include the run ID, service description, vehicle ID, first pickup time, last drop off time, break minutes, vehicle service hours, vehicle total hours, vehicle service miles, vehicle total miles, vehicle trips, and vehicle efficiency.
- **View Unscheduled Trip Statistics** - authorized users are allowed to view and print, from the most recent schedule optimization or Show Recommendations request, descriptive explanations of any trips that could not be scheduled, and descriptive explanations of any errors or warning messages.

In addition to these sub-functions, the RouteMatch TS Scheduling function allows authorized users to refresh the display in case of data modifications; create a new run; create a new Break on a vehicle; view requested, scheduled, and verified trip information by date, along with the ability to search for customer names and navigate directly to the highlighted trip in the RouteMatch TS Scheduling function; request that the geographic map be displayed along with the scheduled trips, unscheduled trips, and unscheduled runs data; request to show or hide scheduled trips; request to show or hide unscheduled trips; request to showed unscheduled runs; request to display Route lines for vehicles or runs on the geographic map; request to refresh the scheduled route based on modifications; request to auto-zoom the geographic map display; print the contents of the geographic map displayed; for a specified vehicle, print unscheduled trip data sorted by stop time, including the date, vehicle ID, and agency name in the header, and for each trip, the stop time, customer name, address, telephone, and mobility type; for a specified service, print all unscheduled trips sorted by stop time, including the date, service, and agency name, and for each unscheduled trip, include the stop type, stop time, customer name, address, telephone, and mobility type; and print all Will Call trips sorted by stop time, including the date and agency name, and for each Will Call trip, include the stop time, customer name, address, telephone, and mobility type.

Verification - RouteMatch TS Trip verification function allows authorized users to enter all information to validate trips made by customers by date and vehicle or run. For each

vehicle/run specified, authorized users are allowed to enter run start time and odometer, first pickup and odometer, last drop off and odometer, run end time, driver, and run charge amount. Additional functions are available, including request to display trip information in stop time or pickup time order; search for trips by customer name; change column order of trip verification fields; save run data with or without validation; calculate trip costs by run or by date range; reassign one or more trips from one vehicle to another; view, add, modify, or delete breaks on the vehicle, specifying the start time, end time, start odometer and end odometer; add all necessary data for a new trip, including the following required information: customer name, pickup and drop off addresses, funding source, attendants, guests, and mobility type, and the following optional information: trip purpose, trip type, billing category, fare type, customer comments, driver comments, pickup and drop off time, start and end odometer, Farebox collected, additional charge, and indications for late, no show, verbal abuse, physical abuse, service refusal, and service animal; view requested, scheduled, and verified trip information by date, along with the ability to search for customer names and navigate directly to the highlighted trip in the RouteMatch TS Scheduling function; print all runs by date, including the vehicle's name, run name(s), start date and time, end date and time, and whether the run has been verified.

Funding Sources - The RouteMatch TS Funding Source function allows authorized users to view, add, modify, and delete funding sources. Each funding source record consists of the following data elements: name; internal agency ID; indications for billing no-shows, attendants, and/or guests; default costs for flat fee and customer pay amounts; per vehicle mile charges for individual, shared revenue, or shared service; per vehicle hour charges for individual, shared revenue, or shared service; primary contact information, consisting of first / last name, phone number and extension, and fax number; and customer address. Authorized users are also allowed to view all funding sources in a common list, and specify the column order of that list; display specified funding source properties; merge all trips from one funding source to another; refresh the funding source function display in case of modifications to data; search for a funding source by name; and print all properties for a specified funding source.

Addresses - The RouteMatch TS Addresses function allows authorized users to manage the addresses used throughout the system, including the ability to search for addresses by common name; address 1 field, address 2 field, city, state, and/or zip; clear any existing search criteria; view a list of all addresses matching the search criteria; add a new address; geocode (assign x/y coordinates) an existing address by locating it by some combination of type, common name, address 1 field, address 2 field, city, state, and/or zip; geocode an existing address by specifying the intersection of two streets; delete an address; and geocode an existing address by pinpointing its location on a geographic map.

Services - The RouteMatch TS Services function allows authorized users to view, add, modify, or delete services. Each service consists of the following data elements: name; indication of whether the service is currently active; maximum trip length in minutes; and trip length factor. Authorized users are also allowed to view a list of all services; display all scheduling activity for a specified service and date; navigate directly to the RouteMatch TS Scheduling function for a specified trip; merge all vehicle and trip data from one service to another; refresh the services function display in case of modifications to data; and search for a service by name.

Reports - RouteMatch TS allows authorized users to view, print, export, email as a MS-Word document, or export to any client application the data included in any of RouteMatch TS's standard reports. Additionally, all reports designed specifically for the State of North Carolina will be included as standard reports.

- **Driver Directions** – user selection criteria include a specified date and one or more vehicles; report header data includes the vehicle ID, date, and agency name; data included in the report detail includes, for each on a route, the stop number, textual driver turning directions, and mileage to the next turn.
- **Driver Manifest** - user selection criteria include a specified date and one or more vehicles and/or one or more runs, whether to include the Requested Time, funding source, and/or Fare Type, and whether to sort by Pickup time or Stop time; report header data includes the vehicle ID, run name, driver, data, and data entry space for run start time and odometer, first pickup time and odometer, and last drop-off time and odometer, run end time and odometer, break 1 start time and odometer, break 1 end time and odometer, break 2 start time and odometer, and break 2 end time and odometer; report detail data includes the garage pullout time and address, and for each stop on the run, the customer name, trip ID, request time (if requested), pickup time and address, drop-off time and address, fare types (if requested), attendants, guests, mobility type, service need, funding source (if requested), and data entry space for pickup time, drop-off time, pickup odometer, drop-off odometer, cancellation, and no show.
- **Detailed Invoice** - user selection criteria include a specified date range, one or more services, optional agency address information including street address, city, state, zip, and comments; report header data includes the date range, service name, address information, and comments (if specified), and summary information for this date range and service, including data entry space for the invoice number, the number of trips, no shows, attendants, guests, total trip cost, run charges, total paid, and total amount due; report detail includes, for each customer, trip- related data including the customer name, trip date, pickup address, drop-off address, the number of no shows, attendants, guests, and customer cost summary information, including the cost, amount paid and balance.
- **Summary Invoice** - user selection criteria include a specified date range, one or more services, optional agency address information including street address, city, state, zip, and comments; report header data includes the date range, service name, agency name, and address information, and comments (if specified); report detail includes summary information for this date range and service, including data entry space for the invoice number, the number of trips, attendants, guests, total trip cost, run charges, total paid, and total amount due.
- **Operating Statistics** - user selection criteria include a specified date range; report header data includes the date range and agency name; report detail data includes statistics for the current month to date and the entire date range specified, including operating days, one way trips, attendants, guests, no shows, total passengers, cancelled trips, new customers, revenue, service hours, revenue hours, non-revenue

hours, service miles, revenue miles, non-revenue miles, passengers per service hour, service miles per service hour, and passengers per service mile.

- **Trips by funding source** - user selection criteria include a specified date range, and one or more services; report header data includes the date range and agency name; report detail data includes, for each funding source specified, the funding source name, number of trips, attendants, guests, no shows, cancelled, ambulatory, wheelchair, revenue, percentage of revenue, percentage of trips, as well as totals across all funding sources for all these values.
- **Vehicle Productivity** – user selection criteria include a specified date range, and one or more vehicles; report header data includes the date range and agency name; report detail data includes, for each vehicle specified, statistical information about each date within the date range specified for which trips were verified, including the date, revenue miles, non-revenue miles, service miles, revenue hours, non-revenue hours, service hours, wheelchairs, attendants, guests, no shows, client one-way trips, and total passengers.
- **Run Productivity** – user selection criteria include a specified date range, one or more runs, and whether to include run details; report header data includes the date range and agency name; report detail data includes, for each run specified, statistical information about each date within the date range specified for which trips were verified, including the date, revenue miles, non-revenue miles, service miles, revenue hours, non-revenue hours, service hours, wheelchairs, attendants, guests, no shows, total one-way trips, run charge, revenue, total passengers, sub- totals by date for all values, and if requested, details for each trip for each date specified, including customer name, pickup address, and drop-off address.
- **No Shows/Cancellations** - user selection criteria include a specified date range, and one or more services; report header data includes the date range and agency name; report detail data includes, for each service specified, the service name, phone number and extension, and information about each customer who has cancelled or no showed on a trip, including the customer name and phone number, date, stop time, whether the trip was pickup or drop-off, pickup address, drop-off address, whether the trip was a cancellation or no show, and total count of cancellations and no shows.
- **Scheduled Trips Summary** – user selection criteria include a date, one or more vehicles, and/or one or more runs; report detail data includes the run name, vehicle ID, date, and agency name; report detail data is sorted by pickup time and includes information about each trip on that run, including the customer name, pickup time, pickup address, drop-off time, drop-off address, mobility type, customer pay amount and telephone number.

Settings - The RouteMatch TS Settings function allows you to establish operating parameters for the system. These parameters are categorized as follows:

- **System** – authorized users are allowed to:
 - Display the Agency Name that appears on reports and all function title bars
 - Display the database version number (corresponds to application version shown in Help/About dialog box)
 - Display and set True/False indication of whether to automatically open the last active function on startup
 - Manage User and Group security settings, including the ability to:
 - f* View list of Users and Groups
 - f* Display, add, modify, and delete Users and Groups
 - f* Set permissions for user group to access specific application functions, including: Address Function Visible; Cancel Trip; Commit Schedule; Customer Function Visible; Delete agency; Delete Break; Delete funding source; Delete run; Delete services; Delete Trip; Delete User; Delete User Group; Driver Function Visible; Edit agency; Edit Break; Edit GIS Data; Edit Garage Stops; Edit run; Edit User; Edit User Group; funding sources Function Visible; New Agency; New Break; New run; New User; New User Group; Open Address Function; Open Customers Function; Open Drivers Function; Open Funding Sources Function; Open Scheduling Function; Open services Function; Open Settings Function; Open Users/Groups; Open Vehicles Function; Open Verification Function; Print Cancellations and No Shows; Print Customer Information; Print Detailed Invoice; Print Driver Directions; Print Driver Information; Print Driver Manifest; Print funding source Information; Print Map; Print Operating Statistics; Print run Productivity; Print runs By Date; Print Unscheduled Trips; Print Vehicle Information; Print Vehicle Productivity; Print Will Calls; Scheduling Function Visible; services Function Visible; Trips Function Visible; and Vehicles Function Visible
 - f* Assign User to Group(s)
 - f* Display, modify, and verify User Password
 - f* Specify whether User is currently active
- **File Locations** – authorized users are allowed to display and modify file locations for "dayfolders_path"; "georules_path"; "reports_path"; and "shapefile_path"
- **Customer Options** – authorized users are allowed to display, modify, and search for values in lists that populate other RouteMatch TS fields, including: Address Types; Disability Types; Language Preferences; Medical Problems; Medical Types; Races; Relationships; and Service Needs

- **Vehicle Options** – authorized users are allowed to:
 - Display and modify values for default garage stops, including garage pull- out time, garage pull-out time, pull-out address, and pull-in address
 - Display, modify, and search for values in Vehicle Equipment Types and Vehicle Types lists
- **Trip Options** – authorized users are allowed to:
 - Display, modify, and search for values in Billing Category, Trip Purposes, and Trip Types lists
 - Display and modify values for Default Drop-off Time Function (minutes after); Default Drop-off Time Function (minutes before); Default Load Time; Default Pickup Time Function (minutes after); Default Pickup Time Function (minutes before); and Default Unload Time
- **Scheduling Options** – authorized users are allowed to:
 - Display and set True/False indications for Automatically Collapse Scheduling Function Items; service Hours include Breaks; service Hours include Deadhead; and Onboard Factor for Trips Over Time Limit
 - Display and modify values for Automatically Collapsing Scheduling Window items; Average Speed; Default Early Tolerance; Default Late Tolerance; Driver Cost; Load Time Factor for Multiple Trips; Maximum Onboard Limit; Minimum Onboard Limit; Minimum Trip Time; Onboard Factor; Passenger Cost; Pullout Cost; Runs Empty at Beginning; Runs Empty at End; Rush Hour AM Begin; Rush Hour AM End; Rush Hour AM Speed; Rush Hour PM Begin; Rush Hour PM End; Rush Hour PM Speed; and Time Factor
- **GIS Data Set Options and Geocoding** – authorized users are allowed to display values for Center_latitude; Distance Factor; Distance Weight; Edge ID Adjustment; Intmatch_rules; Instandardizing_rules; Leftfrom_field; Leftto_field; Leftzone_field; Match_rules; ODMatrix Mode; Prefixdir_field; Prefixstreettype_field; Rightfrom_field; Rightto_field; Rightzone_field; Route_prefix; Standardizing_rules; Streetname_field; Streettype_field; Suffixdirection_field; and Time Weight
- **Verification Options** – authorized users are allowed to:
 - Display, modify, and search for values in Fare Types list; Display and set True/False indications for Run Mode and Sort by Pickup Time
 - Display, set display order, indicate whether visible, and/or indicate whether editable, the values in the Verification Fields list, including: Trip ID; Customer Name; Completed; Stop Time; Stop Odometer; Stop Address; Attendants; Guests; funding source; Customer Paid; Additional Charge; Trip Cost; Vehicle

ID; No Show; Cancellation; Verbal Abuse; Physical Abuse; Service Refusal; Lateness; Trip Purpose; Fare Type; Customer Comments; and Driver Comments

Online Help – RouteMatch TS includes an Online Help system which contains the same content as the User's Guide documentation. The Online Help system describes all major system functionalities; is organized by topic; allows direct navigation to information about related topics; is indexed; and provides the ability to search for topics by keyword.

Miscellaneous – RouteMatch TS includes other capabilities as follows:

- **Login** - authorized users are allow to login to the application by specifying a user name, password, and agency name; and log out of the agency
- **Launch customized reports** – authorized users are allowed to display, print, email as Word document, or export to any client application, custom reports created by Seagate Crystal Reports 8.0 or above. Custom reports must be stored in the folder specified in RouteMatch TS Settings in the "reports_path" setting, in a sub-folder named "customized".
- **Trip counts** – counts of scheduled and unscheduled trips for the current day, or for the day specified in the RouteMatch TS Scheduling function, are displayed
- **Date / Time** – the current date and time are displayed
- **Application information** – information about the client application is available, including the copyright date, release number, build number, licensee name, and the physical memory available to windows, as well as the database version number

ATTACHMENT D SOFTWARE LICENSE AND SERVICES AGREEMENT

The software described in the Main Services Agreement (the “Software”) (see Section 4 above (Services to be Provided)) is licensed to Wake County and the services described therein (the “Services”) are provided to Wake County under the additional Terms and Conditions set forth in this Attachment.

1. THE SOFTWARE IS COPYRIGHTED AND LICENSED (NOT SOLD). PROVIDER DOES NOT SELL OR TRANSFER TITLE TO, OR ANY OWNERSHIP INTEREST IN, THE SOFTWARE, USER MANUALS, OR OTHER DOCUMENTATION OR DELIVERABLES TO WAKE COUNTY. WAKE COUNTY’S LICENSE OF THE SOFTWARE WILL NOT COMMENCE UNTIL WAKE COUNTY HAS EXECUTED THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF PROVIDER HAS RECEIVED, APPROVED AND EXECUTED A COPY OF IT AS EXECUTED BY WAKE COUNTY.

2. UPDATES AND UPGRADES.

For purposes of this Agreement, the term “Updates” refers to fixes and minor changes to the Software, which are indicated by internal, incremental numeric changes smaller than a “1” unit (i.e. release 1.1 to 1.2). So long as Wake County has (a) paid in full the invoiced amount for the Comprehensive Technical Support & Maintenance for the then-current year of the Term, and (b) is not otherwise in breach of or default under the terms of this Agreement, Provider shall, at no additional charge or fee to Wake County, provide Wake County with all Updates issued and disseminated by Provider.

For purposes of this Agreement, the term “Upgrades” means and refers to major changes or to a new release of the Software, including, without limitation, any new major release of the Software. Upgrades to the Software are normally indicated by incremental numeric changes as “1” whole unit (i.e. release 1.0 to 2.0). So long as Wake County has (a) purchased Provider’s Premium Technical Support & Maintenance package, (b) paid in full its annual, billed technical support fee for the then-current year of the Term, and (c) is not otherwise in breach of or default under the terms of this Agreement, Provider shall, at no additional charge or fee to Wake County, provide Wake County with all Upgrades issued and disseminated by Provider.

3. SCOPE OF LICENSE RIGHTS; RESTRICTIONS.

(a) The Licenses granted to Wake County under this Agreement entitle Wake County to use, and Wake County agrees to use, the Software and Deliverables solely as set forth in these Sections 3(a)(1) through 3(a)(4):

- (1) store, install and access the Software, in machine readable form, through an internal network using only computers and software which conform to the system requirements set forth in Section 15 below, or access the Software via the Internet on one server only, but in either case only for use by the Authorized Users and only for the purpose of serving the internal needs of the business of Wake County;
- (2) In support of Wake County’s authorized use of the Software, store the Software’s machine-readable instructions or data in, transmit it through, and display it on machines associated with computer(s) which conform to the system requirements set forth in the Agreement;
- (3) make one copy of the Software in machine-readable, object code form, for nonproductive backup purposes only, provided that Provider’s proprietary legend is included; and

(4) use any documentation received from Provider pertaining to the Software, including without limitation, user’s manuals and system design documents (the “Deliverables”) solely to assist Wake County in its authorized use of the Software.

(b) The license granted to Wake County under this Agreement does not grant to Wake County the right to, and Wake County acknowledges and agrees that it does not have the right to and that it will not:

(1) copy (except as expressly permitted in Section 3(a)(3) above), change, disassemble, decompile, reverse engineer, sublicense, assign, timeshare, sell, give away, loan, rent, lease, transfer (electronically or otherwise), display, disclose, or provide any third party with access to or use of, the Software; directly or indirectly create or attempt to create software that emulates the Software; prepare derivative works of the Software; or separate the components of the Software;

(2) copy or provide any third party with access to or use of any of the Deliverables without the prior written consent of Provider;

(3) transfer any of Wake County’s rights or obligations under this Agreement without the express, advance, written consent of an officer of Provider, and then only if: (A) Wake County keeps no copies of the Software, users manuals, or other Deliverables; (B) Wake County transfers Wake County’s entire rights and obligations under this Agreement in or to the Software, users manuals, or other Deliverables; and, (C) the transferee agrees in writing to the terms and conditions of this Agreement, after which time Wake County will no longer have the right to use the Software. Any attempted transfer or assignment of any of Wake County’s rights or obligations under this Agreement shall be null and void unless it is in full compliance with this Section 3(b)(3);

(4) remove any proprietary or copyright legend from any material contained in or on the Software, user’s manuals, or other Deliverables;

(5) publish or disclose to any third party any reports or the results of any benchmark tests run on the Software or its components; or

(6) use any trademarks, service marks, or logos of Provider.

4. LIMITED WARRANTY AND LIMITATION OF WARRANTIES.

(a) Subject to the conditions and limitations set forth herein, Provider warrants for a period of one hundred eighty (180) days immediately following the first day of the “Term of Agreement”, as set forth in Section 1 of the Agreement (the “Warranty Period”) that the Software will substantially conform in all

material respects to the specifications set forth in the Agreement, which is attached hereto and incorporated herein, for the version or release level of the Software most recently installed for Wake County. Subject to the provisions and limitations set forth herein, Provider will correct any such nonconforming Software if Wake County has notified Provider of such nonconformity in writing within the Warranty Period. Provider shall not be obligated to correct, cure or otherwise remedy any such nonconformity in the Software if (1) Wake County has not reported to Provider the existence and nature of such nonconformity within the Warranty Period, and (2) such nonconformity cannot be verified.

- (b) The limited warranty set forth in Section 4(a) above does not apply to any Software that has been repaired or modified by persons other than Provider or its authorized agents, or that has been installed by Wake County or any of its independent contractors other than Provider. The foregoing warranty is conditioned upon the proper use of the Software in accordance with the terms and conditions of this Agreement and with Provider's User Manual and any other written instructions provided by Provider to Wake County, and in an operating environment in compliance with the specifications and requirements as set forth in this Agreement. Provider makes no warranty that the Software will meet Wake County's requirements or operate in combinations with other software or hardware selected by Wake County, that the operation of the Software will be uninterrupted or error free, or that all Software defects will be corrected.
- (c) As Wake County's exclusive remedy for any material nonconformity in the Software for which Provider is responsible as provided in this Section 4 and for which Provider is notified in writing within the Warranty Period as set forth above, Provider shall attempt through reasonable effort to correct or cure any such reproducible, material nonconformity by issuing a software patch, a work-around or bypass. In the event that Provider does not correct or cure any such nonconformity after it has made a reasonable effort to do so, or if Provider determines that it is not economically feasible or reasonable to make such correction, Wake County's exclusive remedy shall be (i) a reduction in the license fee paid by Wake County for the nonconforming Software in an amount mutually agreed upon in writing signed by the Parties; or (ii) if no such amount is agreed to in writing signed by the Parties within thirty (30) days after Provider has notified Wake County in writing that Provider has not corrected or cured a material nonconformity after having made a reasonable effort to do so, then Wake County shall have ten (10) days from the end of the such thirty (30) day period within which to elect, and to notify Provider in writing of its election, to either promptly return all copies of the Software, Users Manuals, or Deliverables and obtain a refund of the license fee(s) paid for such nonconformity, or accept the Software with such nonconformity and with no reduction in the License Fee(s). Wake County's failure to timely make such an election shall be deemed to be an election of the latter option.
- (d) EXCEPT AS PROVIDED IN SECTION 4(a) THROUGH (c) OF THIS ATTACHMENT C, THE SOFTWARE IS LICENSED ON AN "AS IS" BASIS, AND ROUTEMATCH DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SOFTWARE, USERS MANUALS, AND DELIVERABLES, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, ANY NEGLIGENCE, AND ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. FOR GREATER CERTAINTY, ROUTEMATCH MAKES NO WARRANTY THAT THE SOFTWARE WILL OPERATE WITH ALL APPLICATIONS, UTILITIES OR OTHER

MEMORY RESIDENT PROGRAMS.

- (e) Provider shall not be responsible for any obsolescence of the Software for any reason. Furthermore, Provider assumes no responsibility for the use of superseded, outdated or uncorrected versions of the Software.

5. PROPRIETARY PROTECTION AND RESTRICTIONS.

- (a) Wake County acknowledges that Provider has spent a number of years developing the Software, Users Manuals, and Deliverables and accordingly agrees that the Software, Users Manuals, and Deliverables are the sole property of Provider and contain copyrighted, confidential and trade secret information, and that as between Provider and Wake County, Provider shall have the sole and exclusive ownership of all right, title and interest in and to its confidential information (as defined below), the Software, the Users Manuals, and the Deliverables (including ownership of all trade secrets and copyrights pertaining to, or contained within, any of the foregoing), subject only to the rights and privileges expressly granted to Wake County herein by Provider. Wake County must and will keep the Software, Users Manuals, and Deliverables free and clear of all claims, liens and encumbrances of any nature whatsoever. Wake County will keep Provider's confidential information, the Software, Users Manuals, and Deliverables in complete confidence, and will take all measures necessary to protect and maintain the confidential and proprietary character of the confidential information, Software, Users Manuals, and Deliverables.
- (b) For the purposes of this Agreement, "confidential information" includes any and all financial, legal, technical, commercial, or other information concerning the business and affairs of Provider or its affiliates, which may include, without limitation, any information contained in any business plan of Provider or its affiliates, trade "know-how," trade secrets, products, customer lists, operational methods, marketing plans and strategies, pricing, product development techniques and plans, business acquisition plans, methods of manufacture, technical processes, designs and design projects, inventions and research programs, software, algorithms, drawings, analysis, compilations, studies, designs, research, notes, memoranda, records, development data, sketches and other materials prepared by either Provider and its affiliates, or by any person or entity based upon confidential information, and any confidential information and trade secrets developed in the course of the parties' business relationship. The term confidential information shall exclude, and the provisions of this Agreement shall not apply to, any information or other material (1) which was available to or known to Wake County prior to the execution and delivery of a copy of this Agreement without any violation of an obligation of confidentiality to Provider, (2) which is or becomes publicly available other than through a breach of this Agreement, or (3) which is or becomes available to the Wake County from a source other than Provider, which source is not under an obligation of confidentiality to Provider with respect to such information or material.
- (c) Provider is committed to providing Wake County with consistent, high-quality customer support. In order to help Provider in this endeavor, Wake County hereby authorizes Provider to enter Wake County's premises during regular business hours, or to connect remotely to Wake County's computers on which the Software is or is to be installed, in order to inspect Wake County's computers and Software in any reasonable manner to provide support and to verify Wake County's compliance with the terms of this Agreement.
- (d) Wake County acknowledges that, in the event of Wake County's breach of any of the provisions of this Agreement, Provider will not have an adequate remedy in money or damages. Provider

shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. Provider's right to obtain injunctive relief shall not limit its right to seek further remedies.

- (e) If a third party claims that the Software Users Manuals, or Deliverables infringe any patent, copyright, trade secret, or any similar intellectual property right, Provider will defend Wake County against such claim at Provider's expense and will pay all damages that a court finally awards, provided that Wake County promptly notifies Provider in writing of the claim, cooperates fully with Provider in the defense of any such claims, and allows Provider to control the defense thereof and/or any related settlement negotiations. If such a claim is made or appears possible, Provider will, at its option and expense, either: (1) procure for Wake County the right to continue using the Software Users Manuals, and/or Deliverables; (2) replace or modify the Software Users Manuals, or Deliverables so that it becomes non-infringing; or, (3) if it is not possible or in Provider's sole discretion is not economically feasible for Provider to so procure such right or so replace or modify the Software, require the return of the Software and upon such return repay to Wake County the unused portion of the applicable license fee amortized over a five (5) year period from the Effective Date and any annual technical support fees paid by Wake County for the remainder of the then current Term for such technical support services. However, Provider shall have no obligation for any claim based on Wake County's modification of the Software Users Manuals, or Deliverables or their combination, operation or use with any product, data or apparatus not specified or provided by Provider. THIS PARAGRAPH STATES ROUTEMATCH'S ENTIRE OBLIGATION TO LICENSEE WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

6. FEES AND REIMBURSEMENT OF EXPENSES.

Wake County shall pay to Provider those fees and reimburse Provider for those expenses as and when set forth in the Agreement. In the event that there is no due date set forth in the Agreement, all invoices will be due and owing within thirty (30) days of the date of receipt and approval of the invoice by Wake County.

All fees and charges are exclusive of all taxes. Except and to the extent that Wake County has tax exempt status and is not subject to the payment of taxes, Wake County is solely responsible for payment of any and all taxes, including sales or use taxes, intangible taxes, and property taxes resulting from Wake County's purchase or acceptance of the license granted herein, Wake County's possession and use of the Software, or from any of the services that Provider may provide to Wake County under and pursuant to this Agreement, exclusive of taxes based on Provider's income. If Wake County is exempt from the obligation to pay taxes Wake County shall provide Provider with evidence of such tax-exempt status as reasonably required by Provider.

7. TERMINATION.

- (a) Either Party may terminate this Agreement pursuant to the terms of the Master Services Agreement (see Section 11 (Cancellation) above.
- (b) Upon the termination of this Agreement for any reason, Wake County shall promptly pay to Provider all then due and outstanding amounts owed by Wake County to Provider under this Agreement, and all rights granted to Wake County will terminate and revert to Provider. Promptly upon termination of this Agreement, for any reason or upon discontinuance or abandonment of Wake County's possession or use of the Software, Wake County shall return or destroy, as requested by Provider, all copies of the Software, Users Manuals, and Deliverables in the possession, custody or control of Wake

County and all other materials pertaining to the Software (including all copies thereof). Wake County agrees to and shall certify to Provider in writing Wake County's compliance with all of the terms and conditions of this Section promptly upon Provider's request for the same.

8. LIMITATION OF LIABILITY.

EXCEPT FOR ANY LIABILITY ARISING UNDER SECTION 5(D) ABOVE, THE CUMULATIVE LIABILITY OF PROVIDER TO WAKE COUNTY FOR ALL CLAIMS RELATING TO THE SOFTWARE AND THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF THE APPLICABLE INSURANCE COVERAGE IN SECTION 12 OF THE MAIN SERVICE AGREEMENT. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. PROVIDER SHALL HAVE NO LIABILITY FOR LOSS OF DATA OR DOCUMENTATION, IT BEING UNDERSTOOD THAT WAKE COUNTY IS RESPONSIBLE FOR REASONABLE BACKUP PRECAUTIONS. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY LOSS OF PROFITS; ANY INCIDENTAL, SPECIAL, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES; OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST WAKE COUNTY, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

9. EXPORT AND GOVERNMENT USE RESTRICTIONS.

Wake County agrees that it will not export or re-export the Software, any part thereof, to any country, person or entity subject to United States export restrictions. Furthermore, Wake County agrees to comply with all of the export and re-export restrictions and regulations imposed by the governments of the United States and/or any country to which the Software is shipped. Use, duplication or disclosure by the government is subject to restrictions as set forth in DFARS 252.227-7013 or the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19. The terms of this Section shall survive the termination or expiration of this Agreement.

10. INCORPORATION OF OTHER SOFTWARE.

The Software may incorporate material or components which are owned by third parties and which are used by agreement between

Provider and such third parties. Wake County acknowledges and agrees that any third-party owner of such materials or components is a direct and intended third party beneficiary of this Agreement who may enforce this Agreement directly against Wake County.

11. ASSIGNMENT.

This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns. Except as otherwise expressly provided herein, this Agreement may not be assigned by Wake County without Provider's prior written consent.

12. SEVERABILITY.

Should any one or more of the provisions of this Agreement be determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be adversely affected or impaired thereby, and the Parties hereby agree that the invalid, illegal or unenforceable provisions will automatically (and without further action by either Party) be replaced with valid provisions the economic effect of which comes as close as practicable to that of the unenforceable provisions.

13. NO THIRD-PARTY RIGHTS.

Except as otherwise expressly provided herein, the representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the Parties and their respective successors and permitted assigns, and they shall not be construed as conferring any rights on any other persons.

14. WORKSTATION REQUIREMENTS.

[Set forth on following page.]

System Configuration Requirements**Workstation Requirements**

| | |
|-------------------------|---|
| Operating System | RouteMatch Demand: Windows XP Professional, Service Pack 3 or Windows 7 RouteMatch Fixed: Windows XP Professional, Service Pack 3 or Windows 7 |
| Processor | Intel or AMD 2.8GHz |
| Memory | Minimum 2GB |
| Hard Drive(s) | 80GB SATA - 7200rpm (or larger) |
| Video Card | Industry standard video card capable of 16-bit color at 1024x768 resolution |
| Network Card | At least 100 Mb/sec network cards |
| Standard Monitor | Minimum resolution required is 1024x768 |
| Other | UPS Battery Backup and Surge Protection are highly recommended |

Network Configuration Requirements

| | |
|----------------|---|
| Network | At least a 100Mb/sec network (using switches, no hubs) TCP/IP Protocol only |
|----------------|---|

Server Recommendations

| | |
|--------------------------|---|
| Operating System | Windows Server 2008 R@ (64 bit only plus latest service pack) or Windows Server 2012 |
| Processor Type | 2.7 GHz= 64-bit quad core processor |
| Memory | <ul style="list-style-type: none"> Fewer than 25 vehicles: 16 GB RAM For more than 25 Vehicles: 32 GB RAM |
| Hard Drives | <ul style="list-style-type: none"> For Fewer than 25 Vehicles: 6 300GB 15K RPM SAS For 25 to 80 Vehicles: 8 300GB 15 RPM SAS drives For more than 80Vehicles: 12 300 GB 15 K RPM SAS |
| SQL Server | Microsoft SQL Server 2008 R2 SP2, SQL Server 2012 SP2 or SQL Server 2014 |
| Network Card | At least 100 Mb/sec (We recommend 2 cards to accomplish '802.3AD Link Aggregation') |
| No Other Software | This should be a dedicated server and no other software should run on the server |

ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective the ____ of _____, 20____, by and between WAKE COUNTY, hereinafter referred to as “Covered Entity”, and ROUTEMATCH SOFTWARE, INC., hereinafter referred to as “Business Associate”; also referred to herein individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, Covered Entity is or may be subject to the requirements of 42 U.S.C. Section 1320(d) *et seq* enacted by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and regulations promulgated thereunder at 45 C.F.R. Parts 160 and 164 (the “Privacy Regulations” and “Security Regulations”); and

WHEREAS, Covered Entity and Business Associate are or may be subject to the requirements of Subtitle D (Privacy) of the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”) which expands the scope of privacy and security protections available under HIPAA to Protected Health Information managed via electronic health records; and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity (“Services Agreement”), and, pursuant to such arrangement, Business Associate is or may be considered a “business associate” of Covered Entity as defined in the HIPAA Privacy Rule; and

WHEREAS, Business Associate may have or require access to Protected Health Information as defined in the HIPAA Privacy Rule in fulfilling its responsibilities under such arrangement; THEREFORE, in consideration of the Parties’ continuing obligations under the Services Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following provisions in order to address the requirements of the HIPAA Privacy Rule and to protect the interests of both Parties.

SECTION I
DEFINITIONS

1.1 Catch-All definition:

Except as otherwise defined herein, any and all capitalized terms in this Agreement shall have the same meaning as the definition set forth in the HIPAA Privacy Rule for that term.

1.2 Specific definitions:

“Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and in reference to the party to this Agreement, shall mean ROUTEMATCH SOFTWARE, INC.

“*Covered Entity*” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. 160.103, and in reference to the party to this Agreement, shall mean Wake County.

“*HIPAA Rules*” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

“*HITECH or HITECH Standards*” means the privacy, security, and security breach notification provisions applicable to a Business Associate under Subtitle D of the Health Information Technology for Economical and Clinical Health Act which is Title XIII of the American Recovery and Reinvestment Act of 2009.

SECTION II COORDINATION WITH HIPAA RULES

- 2.1 In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule in effect at the time shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Agreement shall control.
- 2.2 The parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate’s use and disclosure of Protected Health Information.

SECTION III OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- 3.1 Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Agreement.
- 3.2 Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- 3.3 Business Associate agrees to use appropriate safeguards to prevent any use or disclosure of Protected Health Information other than as provided by this Agreement, and to comply with Subpart C of 45 C.F.R. Part 164 and HITECH standards to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement.
- 3.4 Business Associate agrees to report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of Unsecured Protected Health Information as required by 45 C.F.R. 164.410, and any Security Incident of which it becomes aware. Business Associate will make this report to the Covered Entity’s Privacy Officer and Security Officer within twenty (20) days after discovery, but in no

event later than sixty (60) calendar days after discovery. This report will include at least the following information (a) nature of the non-permitted or violating use or disclosure or Security Incident; and (b) the PHI used or disclosed (c) the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been accessed, acquired, used, or disclosed during the breach (d) any other information requested by Covered Entity that must be included in the notification to the individual pursuant to 45 C.F.R. 164.404.

- 3.5 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- 3.6 In accordance with 45 C.F.R. 164.502 (e) (1)(ii) and 164.308(b)(2), if applicable, Business Associate may disclose protected health information to a business associate that is an agent or subcontractor and may allow the agent or subcontractor to create, receive, maintain, or transmit Protected Health Information on its behalf if the Business Associate enters and maintains an Agreement with the agent or subcontractor pursuant to which the agent or subcontractor agrees to the same restrictions, conditions, and requirements that apply through this Agreement to Business Associate with respect to such information.
- 3.7 Business Associate agrees to make available Protected Health Information in a designated record set to the Covered Entity to the extent and in the manner required by 45 C.F.R. 164.524.
- 3.8 Business Associate agrees to make amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. 164.526; or take other measures as necessary to satisfy covered entity's obligations under 45 C.F.R. 164.526.
- 3.9 Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy the Covered Entity's obligations under 45 C.F.R. 164.528.
- 3.10 Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary of Health and Human Services.
- 3.11 Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528.

SECTION IV PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- 4.1 Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Arrangement Agreement, provided that such use or disclosure would not violate the Privacy Rule and/or HITECH Section 13405(a) if done by Covered Entity.
- 4.2 Business Associate may use or disclose Protected Health Information as required by law.
- 4.3 Business Associate agrees to make and use reasonable efforts to limit disclosures and requests for Protected Health Information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request consistent with 45 C.F.R. 164.502(b).

SECTION V TERM AND TERMINATION

- 5.1 **Term.** The term of this agreement shall be effective as of the date first written above, and shall terminate upon the last to occur of 1) termination of the Services Agreement 2) when all of the Protected Health Information or Electronic Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity; or, if it is infeasible to return or destroy Protected Health Information or Electronic Protected Health Information, until protections are extended to such information, in accordance with the termination provisions in this Section.
- 5.2 **Termination for Cause.** Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall have the right to immediately terminate this Agreement and the Arrangement Agreement.
- 5.3 **Obligations of Business Associate upon Termination.**
- a. Upon termination of this Agreement for any reason, or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity that the Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate, their subcontractors, or agents shall retain no copies of the Protected Health Information.
 - b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. Business Associate shall return to Covered Entity, or if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate, its agents, or subcontractors when the conditions that make return or destruction infeasible no longer exist.

SECTION VI MISCELLANEOUS

- 6.1 **No Rights in Third Parties.** Except as expressly stated herein or the HIPAA Privacy Rule, the Parties to this Agreement do not intend to create any rights in any third parties.
- 6.2 **Survival.** The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Arrangement Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.
- 6.3 **Amendment.** This Agreement may be amended or modified only in a writing signed by the Parties. The Parties agree that this Agreement will be automatically amended to conform to any changes in the Privacy Rule or HITECH Standards as is necessary for a Covered Entity to comply with the current requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- 6.4 **Assignment.** No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.

- 6.5 **Independent Contractor.** None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship.
- 6.6 **Governing Law.** This Agreement will be governed by the laws of the State of North Carolina.
- 6.7 **No Waiver.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- 6.8 **Interpretation.** Any ambiguity of this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.
- 6.9 **Severability.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.
- 6.10 **Notice.** Any notification required in this Agreement shall be made in writing to the representative of the other Party who signed this Agreement or the person currently serving in that representative's position with the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

BUSINESS ASSOCIATE:

COVERED ENTITY:

ROUTEMATCH SOFTWARE, INC.
COUNTY

WAKE

By: _____

By: _____

Print Name: Clay Davidson

Regina Y. Petteway, MSPH

Title: Director of Business and Legal Affairs
Wake County Human Services Director

Dated: _____

Dated: _____

ATTACHMENT F

HOSTING SERVICES TERMS AND CONDITIONS

Provider shall provide Wake County access to use the Software on a commercial grade server (“**Server**”) under the following terms and conditions (the “**Hosting Services**”).

1. Access. Provider shall provide Wake County with unique identification numbers and passwords for each Authorized User to access the Software on the Server. Wake County shall treat Passwords and ID Numbers assigned to Wake County as private and confidential information of Provider.

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

3. Responsibility for Wake County Data. Wake County must ensure that its use of Hosting Services and all Wake County Data is at all times compliant with applicable local, state, federal and international laws and regulations. Wake County represents and warrants that: (i) it has obtained all necessary rights, releases and permissions to use the Wake County Data within the Software and (ii) the Wake County Data and its transfer to and use within the Software by Wake County 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. Provider assumes no responsibility or liability for the Wake County Data, and Wake County shall be solely responsible for the consequences of using, disclosing, storing, or transmitting the Wake County Data on the Server. Provider is not responsible for any loss of Wake County Data, “downtime”, or other loss or corruption of other software program files that occur on the Server.

4. Storage Limits. There may be storage limits associated with the Hosting Service described in the applicable Order Form when Hosting Services are purchased. Provider reserves the right to charge for additional storage or overage fees when Wake County’s use of the Server exceeds the stated limits.

5. Security. Provider 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 Provider, and Provider is not responsible for any of Data lost, altered, intercepted or stored across such networks. Provider 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 Provider security measures or those of our third-party service providers.

6. System Security Policies. Wake County 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 Wake County, to any third party, unless such third party has executed and deliver to Wake County and to Provider a written agreement with Wake County wherein the third party acknowledges and agrees that: (i) it shall not use the ID Numbers or Password except as an independent contractor of Wake County’s and solely for and on behalf of Wake County 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 Wake County’s Content; and (iii) it agrees to a non-disclosure agreement with Wake County protecting the proprietary nature of information disclosed or made available during the development of Provider’s and/or Wake County’s Content;
- (b) developing web sites or Content, knowingly or unknowingly, which Wake County should have reason to believe that Provider or its hosting partner would consider destructive in nature (including, without limitation, aggressively capturing CPUs, memory, and/or input or output to the point where it seriously

degrades performance of the Server and is inhibiting other Provider customers' ability to use the Hosting Services);

- (c) providing material which is, in the reasonable opinion of Provider or its hosting partner, threatening or harassing, obscene or pornographic, profane, abusive, libelous, socially objectionable, unlawful, discriminatory, offensive, or protected by trade secrets.

7. Violation. Provider and/or its hosting partner reserve the right to remove Wake County's Content from its Server which Provider or its hosting partner, in its reasonable discretion, determines to be in violation of any these policies if Wake County 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. Provider reserves the right to modify these policies at any time effective upon Wake County's receipt of such updates.

8. Wake County Network. Wake County is responsible for resolving troubles within its own localized network. Wake County 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 Server or the Software.

ATTACHMENT G

IVR NOTIFICATION MODULE TERMS AND CONDITIONS

1. Use and Access. Provider shall provide Wake County with access to a third-party service to enable the Notification Module. Use of the Notification Module are subject to a maximum usage of minutes per month or year as set forth in an applicable Order Form (“**Data Maximum**”).

2. Data Overages. If the Data Maximum is exceeded (each occurrence, an “**Overage**”), Wake County shall pay Provider 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 Provider’s invoice for each such Overage. Provider may not charge more than double the stated amount for Notification Module minutes usage regardless of the amount of such overages.

3. 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.

4. Customer Data. “**Customer Data**” consists of information made available to Provider through Wake County’s use of our Services under these Terms, which includes information such as Wake County’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. Wake County acknowledge and agree that Provider may access or disclose Customer Data, including the content of communications, if: (i) Provider believes that disclosure is reasonably necessary to comply with any applicable law, regulation, legal process or government request, (ii) to enforce Provider agreements and policies, (iii) to protect the security or integrity of Provider’s services and products, (iv) to protect the Provider, its other customers, or the public from harm or illegal activities, or (v) to respond to an emergency which Provider believes in good faith requires it to disclose data to assist in preventing a death or serious bodily injury.

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

6. Suspension. Provider may suspend or terminate Notification Module if Wake County 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 Provider.

7. Uptime. Provider’s vendor uses commercially reasonable efforts to make the Notification Module available 99.95% of the time.

8. Restrictions. Wake County 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 Provider.
- 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 Provider 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 Provider 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 Provider 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 Wake County have signed a Business Associate Agreement with Provider or Wake County'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 Provider.

ATTACHMENT H

DATA PLAN TERMS AND CONDITIONS

- 1. Network Use and Access.** Provider shall provide Wake County with access to a third-party network to connect and use tablet devices in coordination with the Software (“**Network**”). Use of the Network is subject to a maximum usage per month or year (as measured in megabytes of gigabytes) as set forth in an applicable Order Form (“**Data Maximum**”).
- 2. Data Overages.** If the Data Maximum is exceeded (each occurrence, an “**Overage**”), Wake County shall pay Provider the per megabyte or gigabyte overage rate as charged at the prevailing rate by the third-party carrier at that time within thirty days of receipt of Provider’s invoice for each such Overage. To protect Wake County from Network Overage charges, if a device experiences an Overage, Provider may prevent continued use of such device by instructing Wake County to discontinue use of such device or by using a “lock-down application” to “lock down” the device until Wake County pays Provider for such Overage. Provider may not charge more than double the stated amount for data plan usage regardless of the amount of such overages.
- 3. Offline Mapping and Lock-Down Applications.** To prevent Overages, Provider may install, for each Vehicle Device, (i) an offline mapping solution to serve as Wake County’s exclusive mapping application (the “**Offline Mapping Application**”), and/or (ii) a mobile device management application or other “lock-down application”.
- 4. Availability.** The Network uses radio and data transmission technologies that may be subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, performance of devices using the software, governmental regulations, system limitations, maintenance or other conditions or activities affecting Network operation. Not all Network features may be available in all areas. The Network is only available within the applicable calling plan coverage area and within the operating range of the wireless systems.
- 5. Permitted Use and Fraud.**
 - (a) Wake County shall not use the Network for remote medical monitoring without Provider’s prior, express written consent. None of the devices using the Network may be permanently located in a roaming area of the Network provider.
 - (b) Wake County shall obtain Provider’s prior, express written consent before it makes any attempt to install, deploy, or use any regeneration equipment or similar mechanism (e.g. a repeater) to originate, amplify, enhance, retransmit, or regenerate wireless service or the Network. Provider may terminate Wake County’s lines or this Agreement if Wake County violates this subsection.
 - (c) Wake County shall use Network only for lawful purposes and shall not send or enable via the Network connection, by way of example, any SPAM, viruses, worms, trap doors, back doors or timers, nor shall Customer engage in any mail-bombing or spoofing via Network. Wake County is responsible for the security of its network and end-user devices and is responsible for any unauthorized access to the Network
- 6. Maintenance.** Provider may limit access to the Network in order to perform maintenance to the service and will use reasonable efforts to provide Wake County with prior notice of such maintenance. With reasonable advance notice, Provider has the right to modify and reconfigure the Network as it deems necessary to enhance Wake County’s experience or to safeguard Network
- 7. Suspension.** Provider may suspend or terminate Network service to affected lines if Wake County uses the Network or devices using the Network: (a) in an illegal or unauthorized manner (including "spamming" or other abusive messaging); (b) in a manner prohibited by the applicable plan, option, feature

or application; or (c) in a manner that has an adverse impact on the Network, operations or customers of Provider or the Network provider.

8. Force Majeure. Any failure of the Network hereunder shall be excused if caused by any force majeure event (including, without limitation, any severe weather condition, fire, earthquake, riot, war, or insurrection) or by failure of a third-party Network provider serving a particular area, power failure, national emergency, strike, or other labor disturbance.

9. Limitation of Liability. Provider and the third-party Network providers, and each of its affiliates, officers, directors, employees, and other personnel (collectively, the “Provider Parties”) shall have no liability to Wake County:

- (a) For any causes of action, losses, or damages of any kind whatsoever arising out of: (a) mistakes, omissions, interruptions, errors, or defects in furnishing wireless service; (b) failures or defects in the underlying Network provider’s systems; or (c) disabling of related equipment;
- (b) For any injury to persons or property, losses (including any loss of business), damages, claims, or demands of any kind or nature, including, without limitation, use or inability to use the Network, reliance by Wake County on any data provided or obtained through use of the Network, any interruption, defect, error, virus, or delay in operation or transmission, any failure to transmit or any loss of data arising out of or in connection with this schedule. In no event shall Provider Parties be liable for losses, damages, claims, or expenses of any kind arising out of the use or attempted use of, or the inability to access, life support or monitoring systems or devices, 911 or E911, or other emergency numbers or services.

10. NO THIRD-PARTY WARRANTY. WAKE COUNTY EXPRESSLY UNDERSTANDS IT HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING NETWORK PROVIDER OR ITS AFFILIATES OR CONTRACTOR AND THAT WAKE COUNTY IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN PROVIDER AND THE UNDERLYING NETWORK PROVIDER. IN ADDITION, THE WAKE COUNTY ACKNOWLEDGES AND AGREES THAT THE UNDERLYING NETWORK PROVIDER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO WAKE COUNTY AND WAKE COUNTY WAIVES ANY CLAIMS OR DEMANDS THEREFOR.