

# Routematch

## ORDER FORM

Software Licenses			
Product	Quantity	Invoiced	Fees
Cloud Hosting - User Licensing	10	Under See Section 2(a) Below	\$12,000
<b>Subtotal</b>			<b>\$12,000</b>
Professional Services			
Product	Hours	Invoiced	Fees
Cloud Transition Services	10	Under See Section 2(a) Below	\$1,500
<b>Subtotal</b>			<b>\$1,500</b>
<b>First Year Total</b>			<b>\$13,500</b>
Ongoing Fees (beginning year 2)			
Cloud Hosting - User Licensing	3 Users	Under See Section 2(b) Below	\$12,000
<b>Ongoing Total</b>			<b>\$12,000</b>
<b>Routematch Software, Inc.</b>		<b>Jonesboro Economical Transportation System</b>	
<b>Signature:</b>		<b>Signature:</b>	
<b>Name:</b>		<b>Name:</b>	

### Terms and Conditions.

**1. Integration.** This Order Form is entered into on \_\_\_\_\_, 2019 (“**Effective Date**”) and is expressly incorporated into and governed by terms of the Software License and Services Agreement between Jonesboro Economical Transportation System (“**Client**”) and Routematch Software, Inc. (“**Company**”) dated October 20, 2011, and any and all prior amendments, change orders or addendums thereto (“**Agreement**”). In the event of any conflict between the terms of this Order Form, any Client purchase order, and the Agreement, the terms of this Order Form shall prevail.

**2. Invoicing.** (a) Fifty percent shall be invoiced upon execution, and fifty percent shall be invoiced upon completion, defined as when, as applicable: (i) completion of all professional and installation services; (ii) delivery of hardware; (iii) access to and activation of the software, including but not limited to delivery of license keys, and/or access to the software in the Client’s own environment or the Company provided hosted environment; (b) 1. Annually, sixty days in advance; 2. Ongoing Fees shall be invoiced on the Client’s existing annual renewal date for such items, with such amounts pro-rated for that first year’s invoice.

**3. Fees and Payment.** Company shall send all invoices and correspondence respecting payment for this Order Form to (please type name and email): \_\_\_\_\_. Are annual purchase orders required by Client for Ongoing Fees or applicable renewals? Yes \_\_\_ No \_\_\_. First year and Ongoing totals represent only the products and services purchased above. Any future orders may affect the First Year or Ongoing Totals. Fees may increase annually after the first year of the Term no more than 10%. Pricing is valid for 90 days. Payment terms are net 30 days from date of invoice. When applicable, Company may seek to enforce all rights and remedies under Client’s state-specific Prompt Payment statutes for overdue or outstanding invoices.

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

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

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

### HOSTING SERVICES TERMS AND CONDITIONS

**Amazon Web Services Terms.** Client’s use of the Amazon Web Services cloud hosting service is subject to the applicable product-specific terms and conditions provided by Amazon Web Services, Inc. at <https://aws.amazon.com/service-terms/>, as may be modified by Amazon from time to time.