
Software License and Services Agreement

Between

**ROUTEMATCH SOFTWARE, INC. and JONESBORO ECONOMICAL
TRANSPORTATION SYSTEM**

OCTOBER 20, 2011

THIS SOFTWARE LICENSE AND SERVICES AGREEMENT (the "Agreement") is made and entered into effective as of October 20, 2011 (the "Effective Date"), by and between ROUTEMATCH SOFTWARE, INC., a Georgia corporation ("RouteMatch") and JONESBORO ECONOMICAL TRANSPORTATION SYSTEM, ("Licensee"), an Arkansas municipal corporation (hereinafter each may be referred to as a "Party" or collectively as the "Parties").

WHEREAS, RouteMatch is the owner of the Software (as defined below) which is licensed to Licensee under and pursuant to the terms of this Agreement and all referenced Exhibits; and

WHEREAS, RouteMatch is the provider of certain services related to the installation, setup, training and technical support associated with the use of Software; and

WHEREAS, Licensee desires to obtain a license to use the Software solely in its business operations and to obtain the Professional Services described herein, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Agreement to Purchase.

The parties agree to the following rights and responsibilities:

(a) Purchase of License and Professional Services. During the Term (as defined below) of this Agreement, Licensee agrees to purchase from RouteMatch, and RouteMatch agrees to provide to Licensee, under the terms of this Agreement, a License to Use the Software as set forth in Section 2 below and the Professional Services set forth in Section 3 below; at the following prices, fees and expenses:

License to Use RouteMatch TS™ Software:	\$14,250
Professional Services:	\$19,993
Third Party Software (TeleAtlas GIS Data):	\$ 995

Total:	\$35,238
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(b) Term. The obligations of the Parties under and pursuant to this Agreement shall become effective as of the Effective Date and shall remain in effect as follows:

(1) License to Use Software: Perpetual.

(2) Professional Services: From the Effective Date until System Acceptance. For purposes of this Agreement, System Acceptance shall be deemed to occur at that point in time at which the Software substantially conforms in all material respects to the specifications set forth in Exhibit B-1 of this Agreement.

(3) Customer Support: For a period of twelve (12) months after the "Go Live Date" of this Agreement (the "Initial Term"), provided that the Parties' obligations under Section 4 of this Agreement shall be automatically extended for additional twelve (12) month periods (each a "Renewal Term") on the anniversary date of "Go Live", unless either Party provides the other Party with at least sixty (60) days written notice of non-renewal prior to the end of

the Initial Term or any Renewal Term, as applicable. For the purposes of the Agreement, "Go Live" shall mean that point in time at which Licensee uses the Software in its daily operations.

The Initial Term together with any Renewal Term shall be the "Term" of this Agreement; provided and so long as Licensee is not in breach of or default under this Agreement or this Agreement has not been terminated pursuant to Exhibit A, and subject to RouteMatch's right to increase its fees or rates as provided herein.

(c) Right to Suspend Services. In the event that and so long as Licensee is in breach of or default under the terms or conditions of this Agreement, RouteMatch may, in its sole discretion, suspend performance of any of its obligation to provide any of the Services to Licensee under this Agreement.

2. License to Use Software.

(a) Description. In consideration of the payment of the license fees and other fees and expenses set forth in Section 5 below, RouteMatch grants to Licensee a nonexclusive, nontransferable, perpetual (subject to termination as provided below) license for the authorized number of Named Users and Vehicles (as provided in Section (c) below or in an Amendment to this Agreement signed by the Parties) to use RouteMatch TS™ further described in Exhibit "B" to this Agreement, and TeleAtlas GIS Data for Craighead County (the "Software") in machine readable form and the accompanying user documentation identified in Section (b) below, subject to the terms and conditions of this Agreement, including Exhibit A.

(b) Documentation. RouteMatch will provide to Licensee the following user documentation relating to the Software (the "Documentation"), and a license to use the Documentation: one (1) hard copy of the Users Manual will be provided to Licensee upon installation of the Software, and one (1) digital copy of the Users Manual will be provided to Licensee in Adobe Acrobat PDF format after installation of the Software

(c) Scope. Licensee agrees that it may allow up to six (6) of its designated employees ("named users") access to the Software and may manage up to eight (8) vehicles in the Software.

3. Professional Services.

In consideration for Licensee's payment of the fees and reimbursement of expenses as set forth in Section 5 below or as otherwise agreed in writing signed by the Parties, RouteMatch shall provide the following "Professional Services" to Licensee:

Project Management:

RouteMatch will provide project management services throughout all phases of the Implementation. The Project Manager will oversee all aspects of the project and will conduct Bi-Weekly Project Status reviews with Licensee and be responsible for resolution of all issues and action items.

Phase 0: Initiate

RouteMatch and Licensee will initiate and complete the contract documents, and RouteMatch will schedule, prepare and participate in the Project Kickoff, which will result in an End-to-End Implementation Work Plan and Statement of Work (Scope, Deliverables, Budget, Timeline, Risks, Issue, and Resource Requirements).

Phase 1: Design

RouteMatch will discover and document specific functional details of how the Software will be implemented, integrated, and deployed at Licensee's location. RouteMatch will perform an Operations and Technical Assessment and a Functional Flow to document how Licensee will use the Software in its operations and identify changes needed between current operations and system flow, will convert Licensee's data for use in the RouteMatch software, and will develop a training plan for Licensee's users. Deliverables include System Design Document, Hardware Design Document, and a Training Plan. Design documentation will be reviewed and approved by Licensee.

Phase 2: Build

RouteMatch will manage the build out of the agreed upon System Design. This includes the RouteMatch database and all applications and hardware. During the Build Phase, RouteMatch shall perform complete vendor assembly testing, including unit testing, integration testing and system testing as follows:

Vendor Assembly Test Plan:

1. **Unit Testing** is executed at a low level of the software. The implementation team tests the basic components of the software.
2. **Integration Testing** is performed against the SDD and operational process for Licensee and will include hardware peripherals
3. **System Testing** affirms the end-to-end quality of the entire system. The System test is based on the functional/requirement specification of the system. Non-functional quality attributes, such as reliability, security, and maintainability, are also validated.

Phase 3: Educate

RouteMatch will execute the agreed-upon Training Plan and will provide training to Licensee's users on how to use the system. This training is role-based and in accordance with the training needs analysis done in Design Phase.

Phase 4: Deployment

RouteMatch will coordinate the phased-in deployment of the system and oversee Go Live with Licensee. This includes integration , regression and User Acceptance Testing.

Phase 5: System Acceptance:

RouteMatch and Licensee will confirm System Acceptance and transition the client to RouteMatch Customer Support.

The parties agree that a more detailed schedule with all training dates and times will be finalized during the kick-off meeting and set forth in the Project Plan, prepared and delivered to Licensee by RouteMatch within 30 days of kick-off meeting.

4. Customer Support Services.

In consideration of the payment of the fees and reimbursement of expenses as set forth herein, during the Term, RouteMatch will provide technical support as follows:

- (a) Phone Support. RouteMatch will provide technical support by phone twenty-four (24) hours a day, seven days a week. Customer Support Personnel will be available for live consultation from 7:00 AM – 8:00 PM(EST) and will return all calls within two (2) hours. After hours and emergency support will be available via a pager by which, upon licensee leaving a message on the RouteMatch Support Voice Mail, a customer support technician will contact the customer within two (2) hours. Upon the initiation of a support event, email alert notifications will be sent to licensee containing a unique tracking identification number.
- (b) Updates. RouteMatch will provide all Updates (as defined in Exhibit “A”) to Licensee without charge. These updates and patches will be provided on CD or other acceptable electronic means.
- (c) Upgrades. RouteMatch will provide all Upgrades (as defined in Exhibit “A”) to Licensee without charge. These upgrades will be provided on CD or other acceptable electronic means.
- (d) Customer Support Website. RouteMatch will provide Licensee access through a unique, secure password to the Customer Support Website (“CSW”). The CSW will be maintained for customers only and contain information regarding the Software, Services, and other helpful information. The CSW will also provide access to the most up to date documentation, new case submittal forms, and available releases. Customers submitting cases or requests through the CSW will receive confirmation of receipt within one business hour of submittal.
- (e) User Groups. Licensee will be permitted to participate in regional user groups for Licensee’s region, if available, free of charge.
- (f) On-Line Training Sessions. Up to five (5) of Licensee’s authorized users will be allowed to participate in two (2) web-based, on-line training sessions each year. Upon Licensee’s request RouteMatch will schedule a training session on the subject matter requested by Licensee at an agreed upon date and time.
- (g) Scheduled Web Training Classes. Each year, RouteMatch will provide up to five (5) of Licensee’s authorized users access to five (5) of RouteMatch’s regularly schedule Web-Training classes free of charge. RouteMatch will routinely publish a schedule of available training classes and subjects on the CSW. Additional access can be purchased at the then applicable rate for Premium Support customers.
- (h) Annual User Conference. RouteMatch will hold an Annual Users Conference one time each year. Up to five (5) of Licensee’s authorized users are eligible to attend the annual RouteMatch User Conference free of charge. All expenses and costs included those associated with travel, lodging, and meals are not included. Any additional authorized users shall be eligible to attend at the rates set forth in Exhibit B-3.

Fees

Annual Customer Support Fees:

Year 1: Included

Year 2 through Year 5 (Optional): \$4,275 per year

RouteMatch may increase customer support fees up to 10% in each term after Year 5.

5. Payment.

- (a) License and Service Fees. Licensee shall pay for all Software and Professional Services as those items are delivered. To the extent RouteMatch delivers a portion of the Professional Services, Licensee shall pay fees for such services on a daily prorated basis.
- (b) Customer Support. Licensee shall be given unlimited Customer Support, free of charge for the first twelve (12) months after system "Go Live". Licensee shall pay fees for all subsequent years of Annual Customer Support upon the anniversary of "Go Live".
- (c) Expenses. Licensee shall reimburse RouteMatch for all reasonable travel expenses as they are incurred in the delivery of the Software and services listed above. RouteMatch will make up to four (4) on-site trips and travel expenses are estimated to be \$4,075.

6. Additional Services.

Provided and so long as Licensee is not in breach of or default under this Agreement, Licensee may purchase and acquire from RouteMatch additional or elective services at those prices and terms set forth in Exhibit B – 3, attached hereto; 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 Licensee and provided by RouteMatch, as well as the prices for such services if other than as provided below. All such additional or elective services shall be provided on an hourly or daily rate basis as set forth below unless the Parties have executed a Statement of Work setting forth the services, deliverables, schedules, specifications, acceptance criteria and price (a "Statement of Work"). Any Statement of Work shall be an Addendum to this Agreement and incorporate the terms and conditions of this Agreement.

7. Licensee's Obligations.

Licensee shall provide the following labor support to RouteMatch:

- (a) General. Licensee shall name a point of contact representative (the "Point of Contact") responsible for all communications between RouteMatch and Licensee throughout the installation, data conversion, training, and technical support process. The Point of Contact will be responsible for scheduling all appointments; delivering and receiving all correspondence related to installation, data conversion, training and technical support; and, arranging communications and support from RouteMatch representatives, as requested.
- (b) Project Plan. Licensee acknowledges that time is critical in the performance of the implementation Project Plan. Licensee further acknowledges and agrees that any delay in the implementation due to the acts or omissions of Licensee, its employees, subcontractors, agents and/or client(s) (persons other than RouteMatch representative), shall not constitute a delay in RouteMatch's performance and shall not delay or prevent payment of any amount that would have been due to be paid to RouteMatch under the contract.
- (c) Installation. Licensee agrees that an MSP-certified IT, manager-level representative, capable of providing RouteMatch administrative access to all computers, workstations and servers, will be available to assist RouteMatch during the installation period. Licensee further agrees to provide RouteMatch with one (1) hour of down time per work station to be equipped with the Software, in which RouteMatch has complete, uninterrupted access to said work station.

(d) Data Conversion. If RouteMatch is to provide data conversion services, Licensee is solely responsible for presenting all of its business and other data to be used with the Software in an acceptable format (Microsoft Excel, template to be provided by RouteMatch) to expedite data conversion services to be provided by RouteMatch as set forth in section 7 (c).

(e) Training. Licensee agrees to make all of its personnel that are considered by Licensee to be "trainees" on the use of the Software or who are to receive training as part of the Professional Services available for the agreed upon number of uninterrupted, dedicated eight (8) hour training days as set forth in the Project Plan.

(f) Technical Support. During the Term of this Agreement, Licensee agrees to follow and comply with the RouteMatch Customer Support Program provided or communicated to Licensee, direct all technical support questions and communications through the Point of Contact, and provide the necessary and qualified personnel, as requested by RouteMatch, to assist in completing the technical solution.

(g) Hardware Environment. Licensee will provide all necessary hardware and system software for the scheduling software application, including a Local Area Network, Internet, Phone, and computer hardware infrastructure that meet the minimum system requirements.

8. Miscellaneous.

(a) Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and, if mailed by prepaid first class mail or certified mail, return receipt requested, shall be deemed to have been received on the earlier of the date shown on the receipt or three (3) business days after the postmarked date thereof and, if sent by facsimile, shall be followed forthwith by first class mail and shall be deemed to have been received on the next business day following dispatch and acknowledgment of receipt by the recipient's facsimile machine. In addition, notices hereunder may be delivered by hand, in which event the notice shall be deemed effective when delivered, or by overnight courier, in which event the notice shall be deemed to have been received on the next business day following delivery to such courier. All notices and other communications under this Agreement shall be given to the Parties hereto at the following addresses with adequate postage thereon, if applicable, and as follows unless and until notice of another or different address shall be given as provided herein:

(1)	If to RouteMatch:	with a copy to:
	RouteMatch Software, Inc. Suite 1130 1180 West Peachtree Street Atlanta, Georgia 30309	Barclay T. Macon, Jr. Freisem, Macon, Swann & Malone, LLP 2905 Piedmont Road Atlanta, Georgia 30305

(2) If to Licensee:

Jonesboro Economical Transportation System
110 S. Gee Street
P.O. Box 1845
Jonesboro, Arkansas 72403

(b) Section Headings. Section and other headings contained in this Agreement are for references only and shall not affect in any way the meaning or interpretation of this Agreement.

(c) Governing Law. This Agreement shall be controlled, construed and enforced in accordance with the substantive laws of the State of Georgia, without regard to any laws related to choice or conflicts of laws.

(d) Assignment rights for Piggy Back Extension. During the Initial Term and any Renewal Term, not to exceed five (5) years from the Effective Date, this Agreement, and all associated deliverables, may be assigned to up to one (1) but no more than seven (7) other municipalities or their agents per the same terms and conditions and at the same rates as set forth herein. Such assignment shall be evidenced through a separate, written Software License and Services Agreement which incorporates this Agreement by reference.

(e) Waiver; Entire Agreement. This Agreement (including Exhibits A and B) constitutes the entire agreement among the Parties relating to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, writings, agreements, warranties, guarantees, whether written or oral, express or implied, relating to the subject matter of this Agreement. The Parties may, by mutual written agreement and in no other manner, modify or amend the terms of this Agreement. The failure or delay of any Party at any time or times to require the performance of any provision of this Agreement shall in no manner affect its right to enforce that provision. No single or partial waiver by any Party of any condition of this Agreement, or the breach of any term, agreement or covenant of, or the inaccuracy of any representation or warranty in, this Agreement, whether by conduct or otherwise, in any one or more instances, shall be construed or deemed to be a further or continuing waiver of any such condition, breach or inaccuracy or a waiver of any other condition, breach or inaccuracy.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

ROUTEMATCH:

LICENSEE:

ROUTEMATCH SOFTWARE, INC.

**JONESBORO ECONOMICAL
TRANSPORATION SYSTEM**

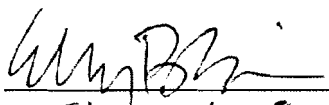
By: 
Name: Elizabeth Simmons
Title: Director of Contracts
Date: 10-20-2011

EXHIBIT A

TO SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN ROUTEMATCH SOFTWARE, INC.
AND JONESBORO ECONOMICAL TRANSPORTATION SYSTEM

The Software and Documentation are licensed to Licensee and the Services are provided to Licensee under the additional Terms and Conditions set forth in this Exhibit A, the terms of which are incorporated into and made a part of the Agreement.

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

2. **Updates and Upgrades**

(a) 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 "1" unit (i.e. release 1.1 to 1.2). If and so long as Licensee has paid in full an annual technical support fee for the then current Support Term of this Agreement, and Licensee is not otherwise in breach of or default under the terms of this Agreement, RouteMatch shall, at no additional charge or fee to Licensee, provide Licensee with all Updates issued and disseminated by RouteMatch.

(b) 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 units (i.e. release 1.0 to 2.0). If and so long as Licensee has paid in full an annual technical support fee for the then current Support Term of this Agreement, and Licensee is not otherwise in breach of or default under the terms of this Agreement, RouteMatch shall, at no additional charge or fee to Licensee, provide Licensee with all Upgrades issued and disseminated by RouteMatch.

3. **Scope of License Rights; Restrictions.**

(a) The license granted to Licensee under this Agreement entitles Licensee to use, and Licensee agrees to use, the Software and Documentation solely as set forth in this Section 3(a) (i) through 3 (a) (iv):

(i) Store, install and access the Software, in machine readable form, through an internal network using those computers and software specified in Exhibit B-2, or access the Software via the Internet on one server only, but in either case only for use by that number of users specified in this Agreement and only for the purpose of serving the internal needs of the business of Licensee;

(ii) In support of Licensee'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

Exhibit "A"

Page 1 of 6

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Initials: RSM Licensee

- with the computer(s) specified in the Agreement;
- (iii) make one copy of the Software in machine-readable, object code form, for nonproductive backup purposes only, provided that RouteMatch's proprietary legend is included; and,
 - (iv) use the Documentation solely to assist Licensee in its authorized use of the Software.
- (b) The license granted to Licensee under this Agreement does not grant to Licensee the right to, and Licensee acknowledges and agrees that it does not have the right to and that it will not:
- (i) copy (except as expressly permitted in Section 3(a)(iii) 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;
 - (ii) copy or provide any third party with access to or use of any of the Documentation without the prior written consent of RouteMatch;
 - (iii) transfer any of Licensee's rights or obligations under this Agreement without the express, advance, written consent of an officer of RouteMatch, and then only if: (i) Licensee keeps no copies of the Software or Documentation; (ii) Licensee transfers Licensee's entire rights and obligations under this Agreement in or to the Software and Documentation; and, (iii) the transferee agrees in writing to the terms and conditions of this Agreement, after which time Licensee will no longer have the right to use the Software. Any attempted transfer or assignment of any of Licensee's rights or obligations under this Agreement shall be null and void unless it is in full compliance with this Section 3(b)(iii);
 - (iv) remove any proprietary or copyright legend from any material contained in or on the Software or the Documentation;
 - (v) publish or disclose to any third party any reports or the results of any benchmark tests run on the Software or its components; or,
 - (vi) use any trademarks or service marks of RouteMatch.

4. **Limited Warranty and Limitation of Warranties.**

- (a) Subject to the conditions and limitations set forth herein, RouteMatch warrants for a period of ninety (90) days immediately following the installation of the Software (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 as set forth in Section 2 of the Agreement, or if no such version or release level is specified therein, then on the most recent version or release level of the Software that has been issued and is being licensed by RouteMatch as of the Effective Date. Subject to the provisions and limitations set forth herein, RouteMatch will correct any such nonconforming Software if Licensee has notified RouteMatch of such nonconformity in writing within the Warranty Period. RouteMatch shall not be obligated to correct, cure or otherwise remedy any such nonconformity in the Software if Licensee has not reported to RouteMatch the existence and nature of such nonconformity within the Warranty

Exhibit "A"

Page 2 of 6

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Initials RM  Licensee

Period, and 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 RouteMatch or its authorized agents, or that has been installed by Licensee or any of its independent contractors other than RouteMatch. The foregoing warranty is conditioned upon the proper use of the Software in accordance with the terms and conditions of this Agreement and with RouteMatch's User Manual and any other written instructions provided by RouteMatch to Licensee, and in an operating environment in compliance with the specifications and requirements as set forth in this Agreement. RouteMatch makes no warranty that the Software will meet Licensee's requirements or operate in combinations with other software or hardware selected by Licensee, that the operation of the Software will be uninterrupted or error free, or that all Software defects will be corrected.
- (c) As Licensee's exclusive remedy for any material nonconformity in the Software for which RouteMatch is responsible as provided in this Section 4 and for which RouteMatch is notified in writing within the Warranty Period as set forth above, RouteMatch 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 RouteMatch does not correct or cure any such nonconformity after it has made a reasonable effort to do so, or if RouteMatch determines that it is not economically feasible or reasonable to make such correction, Licensee's exclusive remedy shall be (i) a reduction in the license fee paid by Licensee 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 RouteMatch has notified Licensee in writing that RouteMatch has not corrected or cured a material nonconformity after having made a reasonable effort to do so, then Licensee shall have ten (10) days from the end of the such thirty (30) day period within which to elect, and to notify RouteMatch in writing of its election, to either promptly return all copies of the Software and Documentation 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). Licensee'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 EXHIBIT A, THE SOFTWARE IS LICENSED ON AN "AS IS" BASIS, AND ROUTEMATCH DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION, 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) RouteMatch shall not be responsible for any obsolescence of the Software for any reason. Furthermore, RouteMatch assumes no responsibility for the use of superseded, outdated or uncorrected versions of the Software.

5. **Proprietary Protection and Restrictions.**

- (a) Licensee acknowledges and agrees that the Software and Documentation is the sole property of RouteMatch and contains copyrighted, confidential and trade secret information, and that as between RouteMatch and Licensee, RouteMatch shall have the sole and exclusive ownership of all right, title and interest in and to the Software and Documentation, (including ownership of all trade secrets, confidential information and copyrights pertaining thereto), subject only to the rights and privileges expressly granted to Licensee herein by RouteMatch. Licensee must and will keep the Software and Documentation free and clear of all claims, liens and encumbrances of any nature whatsoever. Licensee will keep the Software and Documentation in confidence, and will take all reasonable measures necessary to protect and maintain the confidential and proprietary character of the Software and Documentation. Furthermore, Licensee will indemnify and hold RouteMatch harmless from and against all losses and damages resulting from any unauthorized or improper disclosure, dissemination or use of the Software as a result, in whole or in part, of Licensee's action or inaction.
- (b) Licensee hereby authorizes RouteMatch to enter Licensee's premises in order to inspect the Software in any reasonable manner during regular business hours to verify Licensee's compliance with the terms of this Agreement. Licensee will cooperate fully with RouteMatch and promptly provide RouteMatch and its agents with full access to its facilities, and will engage in no acts or omissions to hinder or delay RouteMatch's access to Licensee's premises and computers or the inspection thereof.
- (c) Licensee acknowledges that, in the event of Licensee's breach of any of the provisions of this Agreement, RouteMatch will not have an adequate remedy in money or damages. RouteMatch shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. RouteMatch's right to obtain injunctive relief shall not limit its right to seek further remedies.
- (d) If a third party claims that the Software or Documentation infringes any patent, copyright, trade secret, or any similar intellectual property right, RouteMatch will defend Licensee against such claim at RouteMatch's expense and will pay all damages that a court finally awards, provided that Licensee promptly notifies RouteMatch in writing of the claim, cooperates fully with RouteMatch in the defense of any such claims, and allows RouteMatch to control the defense thereof and/or any related settlement negotiations. If such a claim is made or appears possible, RouteMatch will, at its option and expense, either: (i) procure for Licensee the right to continue using the Software and/or Documentation; (ii) replace or modify the Software or Documentation so that it becomes non-infringing; or, (iii) if it is not possible or in RouteMatch's sole discretion is not economically feasible for RouteMatch to so procure such right or so replace or modify the Software, require the return of the Software and upon such return repay to Licensee 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 Licensee for the remainder of the then current Term for such technical support services. However, RouteMatch shall have no obligation for any claim based on Licensee's modification of the Software or Documentation or its combination, operation or use with any product, data or apparatus not specified or provided by RouteMatch. THIS PARAGRAPH STATES ROUTEMATCH'S ENTIRE OBLIGATION TO LICENSEE WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

6. **Fees and Reimbursement of Expenses.** Licensee shall pay to RouteMatch those fees and reimburse RouteMatch for those expenses as and when set forth in the Agreement. In the event

Exhibit "A"

Initials RM  Licensee

that there is no due date set forth in the Agreement, all invoices will be due and owing within ten (10) days of the date of the invoice. In the event that Licensee fails to pay any amounts owed to RouteMatch hereunder on or before the due date therefore, all unpaid amounts will accrue interest at the rate of 1.5% per month thereafter until paid, and Licensee shall reimburse RouteMatch for all costs and reasonable attorneys fees incurred by RouteMatch by reason thereof.

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

7. Termination.

- (a) Notwithstanding any provision of this Agreement to the contrary, either Party may terminate this Agreement, and all licenses granted to Licensee under this Agreement, upon written notice to the other Party (the "Breaching Party") in the event of a breach of any of the terms or conditions of this Agreement by such Breaching Party that is not cured by such Breaching Party as follows: (i) within ten (10) days after its receipt of written notice of any breach with respect to the payment or nonpayment of any fees or other monies that are due and owing under and pursuant to this Agreement, provided however, that a Breaching Party shall only have the right to cure any such monetary breach once within any twelve (12) month period; or (ii) within thirty (30) days after its receipt of written notice of any breach of any term or condition of this Agreement other than the payment or nonpayment of monies owed.
- (b) Upon the termination of this Agreement for any reason, Licensee shall promptly pay to RouteMatch all then due and outstanding amounts owed by Licensee to RouteMatch under this Agreement, and all rights granted to Licensee will terminate and revert to RouteMatch. Promptly upon termination of this Agreement, for any reason or upon discontinuance or abandonment of Licensee's possession or use of the Software, Licensee shall return or destroy, as requested by RouteMatch, all copies of the Software and all Documentation in the possession, custody or control of Licensee and all other materials pertaining to the Software (including all copies thereof). Licensee agrees to and shall certify to RouteMatch in writing and under oath Licensee's compliance with all of the terms and conditions of this Section 7(ii) promptly upon RouteMatch's request for the same.

8. Limitation of Liability.

- (a) EXCEPT FOR ANY LIABILITY ARISING UNDER SECTION 5(d) ABOVE, THE CUMULATIVE LIABILITY OF ROUTEMATCH TO LICENSEE 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 ALL LICENSE FEES PAID TO ROUTEMATCH HEREUNDER. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. ROUTEMATCH SHALL HAVE NO LIABILITY FOR LOSS OF DATA OR DOCUMENTATION, IT BEING UNDERSTOOD THAT LICENSEE IS RESPONSIBLE

Exhibit "A"

Page 5 of 6

Initials RM  Licensee

CONFIDENTIAL - DO NOT DISCLOSE

FOR REASONABLE BACKUP PRECAUTIONS.

- (b) IN NO EVENT SHALL ROUTEMATCH BE LIABLE FOR ANY LOSS OF PROFITS; ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES; OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST LICENSEE, EVEN IF ROUTEMATCH 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. **Costs of Litigation.** If any action is brought by either Party to this Agreement against the other Party regarding the subject matter hereof, the prevailing Party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys fees and expenses of litigation.
10. **Export and Government Use Restrictions.** Licensee agrees that it will not export or re-export the Software, any part thereof, (the foregoing are referred to as the "Restricted Components"), to any country, person or entity subject to United States export restrictions. Furthermore, Licensee 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.
11. **Incorporation of Other Software.** The Software may incorporate material or components which are owned by third parties and which are used by agreement between RouteMatch and such third parties. Licensee 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 Licensee.
12. **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 provided herein, this Agreement may not be assigned by licensee without the prior written consent of RouteMatch and upon payment of an assignment fee.
13. **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. The Party shall endeavor to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as practicable to that of the unenforceable provisions.
14. **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.

Exhibit "A"

Page 6 of 6

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
Initials RM  Licensee

EXHIBIT B - 1

To Software License and Services Agreement Between RouteMatch Software, Inc. and Jonesboro Economical Transportation System

RouteMatch TS™ Product Description

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 (by last name, full name, customer id, social security number or phone number) for customer data. User permissions described in Settings below control the ability to edit existing customers and/or add new ones. 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: mailing address, 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 their mobility type; and indication of whether customer is currently active. Each customer record has a viewable audit log that displays the date, time and logged in user who performed all edits, insertions and deletions associated with the customer record. Each customer record may contain up to 10 user defined custom fields.

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. One funding source may be designated as the default for new trip records.
- **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; User definable Eligibility Type (e.g. Full, Conditional, Temporary), Eligibility Conditions and comments. For Conditional eligibility a setting is provided to require

an authorized supervisory override be entered to allow booking a trip for a customer whose eligibility is conditional. All trips booked with a funding source specified as conditionally eligible must have one of the assigned conditions selected before saving the trip.

- **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.
- **Travel Restrictions** – the RouteMatch TS™ Travel Restrictions function allows entry of free form notes that are displayed in pop-up dialog each time a new trip is booked for the specified customer. Optionally the travel restriction pop-up dialog can be set to require an authorized supervisory override to allow the trip to be booked (override permissions are configured in Settings described below).
- **Favorite Addresses/Trips** – the RouteMatch TS™ Favorite Addresses and Favorite Trips functions allow the pre-assignment of up to 9 categorized addresses and up to nine categorized pre-defined trips (selected from the customer's trip history). These favorite addresses and trips are available in the trips function to expedite trip booking and via the optional Interactive Voice Response (IVR) system.
- **Suspensions** – The RouteMatch TS™ Suspensions Function allows authorized users the ability to create, edit and delete suspensions of customers' ability to book trips under selected or all services. Entry of a suspension deletes all previously scheduled trips (both standing orders and demand response) during the suspension period. Each suspension must have a selected suspension reason (suspension reasons are user configurable in settings), a suspension start and end date and selected service (or all services). Optionally each suspension may also have a grace period and additional remarks.
- **Certification (optional license)** – The RouteMatch TS™ Certification module allows authorized users to maintain a record of eligibility certification events which include: Certification

Requested Date, Application Mailed Date, Application Received Date, Assessment Date, Appeal Received Date, Appeal Hearing Date, Approval Date, Renewal Date, Renewal Reminder Sent Date, Expiration Date, Letter Code, Eligibility Code, ID Card Printed (Yes/No), Alternate Letter Format, Certification Status (e.g. Pending, Certified, Disapproved, etc.) and Appeal Decision information. Additionally, authorized users can record the answers to a series of user defined certification questions. Authorized users can add, edit and delete notes associated with each customer's certification process. Notes are tagged with date and user created and date and user last modified.

Vehicles - The RouteMatch TST[™] 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 seating class (as described in Settings below, e.g. various combinations of wheelchair and ambulatory capacities as allowed by fixed and flip seats); designation of whether or not vehicle shall adhere to First In Last Out (FILO) wheelchair loading; indication of vehicle capabilities (as described in Settings below, e.g. whether there are low floors, car seats, etc.); indication of whether the vehicle is available, including the date and time; and values for Default Garage Stops, including garage pull-in 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 seating class; set capabilities; set FILO wheelchair loading; 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. When optionally connected to a licensed mobile data system allows assignment of Mobile Data Computers (MDC) installed in the specified vehicle.

Drivers - The RouteMatch TST[™] 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, driver characteristics and vehicle preference to be used in driver to vehicle scheduling functions. Optionally display and maintain data in up to 10 user definable custom fields. When optionally connected to a licensed mobile data system allows designation of drivers' login names and passwords to be used with Mobile Data Computers (MDC).

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 TST[™] Trips function allows authorized users to view, add, edit, delete, and search for customer trip request data by date and: customer last name, customer full name, trip confirmation number, social security number and customer ID. Each trip request record consists of the following required information: assigned service, pickup location; drop-off location; funding source; selected

conditions (if specified in customer record); timing preference (pickup or drop-off); requested time(s); estimated load/unload times; mobility type; number of attendants and attendant mobility type, number of guests and guest mobility type and car seats. Each trip request record may also include the following optional information: trip type, trip purpose, billing category, comments; trip denial status; vehicle affinity (if defined); and indication of whether the trip recurs on other weekdays (a "standing order"), and its effective and until dates. The following trip information is displayed based on addresses selected for pick-up and/or drop-off: pick-up address comments, drop-off address comments, all fixed route bus routes within ¼ miles of the specified address (if optional fixed route display module is licensed). Expected customer pay amounts based on user specified rules are displayed for each trip record after saving.

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 TST[™] Scheduling function. Authorized users may navigate directly to the associated customer record. Trip addresses may be specified by one of the following methods: search by street address, common name, city, state or zip, county; or direct selection from favorite addresses. When address searches result in no matches authorized users may enter new addresses and geo-code them. Complete trips (or only pick-up and drop-off addresses) may be selected from lists of favorite trips or the customer's most recent trips (from their trip history). Each trip record has a viewable audit log that displays the date, time and logged in user who performed all edits, insertions and deletions associated with the trip record. Each trip record may contain up to 10 user defined custom fields. Users are able to view the trip's pick-up and drop-off location on the map.

For systems with an optionally licensed RouteMatch TST[™] Fixed Route Display module: any trip specified as requiring proximity to a fixed route as defined in the assigned service requires that 2 conditions be met: (1) that both the pick-up and drop-off address lie within a user definable corridor (typically ¼ miles) around a fixed route, and (2) that the requested pick-up time (and drop off time if specified) be within the time frame of at least one of the fixed routes which the trip lies within on selected day of the trip. If these conditions are not met, a dialog box is displayed informing the user of the un-met requirement(s) and preventing saving of the trip unless an authorized user enters the proper credentials to override the requirement.

Users are able to schedule selected trips from the scheduling function using either show recommendations or optionally negotiate trip time. Negotiation features are optionally configured under services and maintain a separate copy of initial requested trip times and their final negotiated times.

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

- **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 by last name, customer ID, trip confirmation number or address; search for run or vehicle by name; un-schedule 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); freeze one or more trips for the current day only, the current weekday forward, or for all applicable days (for standing orders); un-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); move one or more trips to a different vehicle; commit the schedule for one or more vehicles for this weekday forward or for all applicable days; 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); search for all trips by specified denial status and optionally change all such trips' denial status; 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.

- **Manage Unscheduled Runs** - authorized users are allowed to add a new run to a service; search for a trip by last name, customer ID, trip confirmation number or address; search for run by name; manually schedule one or more unscheduled trips to a run for the current day only or for this weekday forward; un-schedule 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.
- **Manage Unscheduled Trips** – authorized users are allowed to group unscheduled trips by: billing category, drop-off address type, drop-off city, drop-off common name, drop-off zip code, drop-off zone, funding source, mobility type, pick-up address type, pick-up city, pick-up common name, pick-up zip code, pick-up zone, requested hour, service, timing preference, trip denial status, trip purpose, trip recurrence, trip type; manually schedule one or more trips to a run; manually schedule one or more trips to a vehicle; search for a trip by last name, customer ID, trip confirmation number or address; 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.
- **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;
- **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 all of the selected grouping listed in "Manage Unscheduled Trips" above, 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 or scheduled trip or trips, to request a list of available vehicles for that trip, sorted by impact;

(free form text); medium complaint received via; complaint details (free-form text); notes: note date, note time, user noted entered by, and note text.

Authorized users are also allowed to view a list of all complaints by date range; refresh the Complaints module display in case of modifications; show driver, customer and vehicle details for those specified in each accident report; print selected complaint details, list of complaints by customer; and show or hide complaints requiring attention.

Self Service Management Console (Web) – The optionally licensed RouteMatch TS™ Self Service Management Console (Web) allows authorized users to approve, modify, cancel and delete trips booked by customers registered through the optional, separately licensed RouteMatch Web Portal. Users may also: refresh the list of registered web users in case of changes; search for users; display/hide only items requiring approval; view and/or modify the following attributes for each web user: user ID (view only), password, last active date (view only), user type (view only), e-mail address, created by user (view only), created by date (view only), password recovery phrase, password recovery answer; view and/or assign customer(s) to be associated with the web user including the customer's address, phone number, birth date and social security number; search for similar customer; search for similar addresses; select facility; select customer and edit current customer. Each trip entered by a web user requires approval, the Self Service Management Console (Web) allows authorized users to approve trips entered by web users; display a list of trips for each web user showing date, customer name, trip time, trip date, type, origin/destination ,approval status; display similar trips; display similar addresses; and edit selected trips.

Self Service Management Console (IVR) – The optionally licensed RouteMatch TS™ Self Service Management Console (IVR) allows authorized users to approve, modify, cancel and delete trips booked by customers via through the optional, separately licensed RouteMatch IVR system. Users may also: refresh the list of registered IVR users in case of changes; search for users; display/hide only items requiring approval; view and/or modify the following attributes for each IVR user: name (view only), the customer's address, phone number, birth date and social security number; search for similar customer; and search for similar addresses. Each trip entered by a IVR user requires approval, the Self Service Management Console (IVR) allows authorized users to approve trips entered by IVR users; display a list of trips for each IVR user showing date, customer name, trip time, trip date, type, origin/destination ,approval status; display similar trips; display similar addresses; and edit selected trips.

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:

- **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.

Exhibit B-2

**To Software License and Services Agreement Between
RouteMatch Software, Inc. and Jonesboro Economical
Transportation System**

System Requirements

The Software requires, and Licensee is solely responsible for providing, and will provide, the following minimum components, facilities and computer configuration standards for use with the Software:

(a) MINIMUM SYSTEM REQUIREMENTS – CLIENT WORKSTATION

Workstation Requirements	
Item	Requirement
Operating System	Windows XP Professional, Service Pack 3 or Windows 7 in Windows XP Mode. See note below for more information.
Processor	Intel or AMD 2.8GHz single-core, 2.70GHz dual-core, or 2.66GHz quad-core (or higher)
Memory	Minimum 2.0GB – For agencies performing more than approximately 800 trips/day, dispatch workstations need to be outfitted with 4 GB of RAM due to the larger amount of memory required to manage an entire days worth of trip data in one data set. This is a minimum for workstations dedicated to RouteMatch use. If other applications run on the computer, performance will slow unless the memory is increased.
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 card
Industry Standard Monitor	Minimum resolution required is 1024x768; monitor size should be large enough to ensure that users are comfortable with text size at minimum resolution.
UPS Battery Backup and Surge Protection	Both of these are highly recommended.

Note **32-bit vs. 64-bit OS:** The majority of RouteMatch software is 32-bit applications and services. These applications run on 64-bit OS as of version 5.X with Windows on Windows (WoW.)

Windows 7 in Windows XP Mode

Windows XP Mode runs in Windows 7 using Virtual PC 2007. Some users may experience reduced performance with this configuration and must increase the processor usage allocated to the operating system running through Virtual PC 2007. By default, Virtual PC 2007 does not allow this, so a configuration change must be made to the file **options.xml**. This file is located at C:\users\

Add the following to this file:

Note

```
<virtual machines>
  <enable_idle_thread type="Boolean">true</enable_idle_thread>
</virtual_machines> <br/>
```

Operation in this mode requires 4 GB RAM minimum.

Users must also change the Networking settings of Windows XP Mode from Shared Networking (NAT) to Bridged mode by selecting the name of the network adapter for that computer in the Adapter drop-down.

Note

Monitor Resolution: Systems used to display the RouteMatch client application, either locally or remotely via RDP/Citrix, must be capable of rendering a minimum 16-bit color display to prevent runtime errors when application uses high-color components. The application is designed to display at 1024x768, so having a higher resolution will not allow you to view more of the application at once.

(b) MINIMUM SYSTEM REQUIREMENTS – DEDICATED SERVER

General Server Requirements	
Item	Requirement
Operating System	Windows 2003 – 64-bit version. While the system will run using the 32-bit version, this version is recommended for a production environment.
SQL Server	Microsoft SQL Server 2005 64 bit Service Pack 4 (Since RMTS 5.2.X and 5.3.X) with sufficient Client Access Licenses (CAL) for all users. Most agencies configure both a production and a training database and these can both be installed on the same SQL server instance. Please note that if licenses are available, putting them on separate instances (and even different hardware) would be optimal as neither installation would affect the other in terms of a service restart/configuration change, nor hardware resources.

Exhibit B – 2: System Requirements

Network Card	At least 100 Mb/sec (We recommend two cards to accomplish '802.3AD Link Aggregation' – For more information, visit Broadcom.com and search for 'link aggregation')
RouteMatch TS	While you are not required to have a full RouteMatch TS environment installed on the server, it is generally a good idea for the following reasons: <ul style="list-style-type: none"> • If you need to test something, you can do it from the server instead of going to a workstation. • RSE is installed as part of the RouteMatch TS application install. If you do not install the application, you will have to install RSE as a stand-alone application here. RSE is needed on the server for RMQS.
RouteMatch Server Components	The following items make up a dedicated RouteMatch Server and will be configured for your agency. <ul style="list-style-type: none"> • SQL Database • RMNetSolve Service (necessary for RSE and ETA) • RMQS Service (RouteMatch Question Server – necessary for ETA) this includes RMQS Router and a number of RMQS servants (for multi threading of the Question Server.) See "Section 2.3.2 – Estimated Time of Arrival (ETA)" for more information. • (Optional) RMGate – Only required if using RouteMatch with mobile devices. <p>Note: If clustering your SQL server for High Availability (HA) and fault tolerance, you will need a separate server for RouteMatch, as some components (like RMGate) cannot be installed on a cluster. While some components such as RMNetSolve and RMQS can be installed in a cluster, it requires special care. Please see Appendix B for more information.</p>
No Other Software	This should be a dedicated server and no other software should run on the server besides RouteMatch required items (other non-essential background applications or non – RouteMatch databases.)

Fewer than 25 Vehicles

Server Requirements for Agencies with Fewer than 25 Vehicles	
Item	Requirement
Processor Type	One 2 GHz or greater 64-bit dual core processor. You may also go with a quad core processor at 1.7 GHz or greater.
Memory	8 GB RAM for the operating system, SQL application, and SQL server

Exhibit B – 2: System Requirements

	<p>data buffering.</p> <p>Plus 3.3 times the size of the RMNS.NWS directory (in Mbytes) for RMNetSolve. (see "Section 2.3.1 - RMNetSolve Service Recommendations" for more information)</p> <p>Plus the amount necessary for RMQS functionality. This is the size (in MB) of a mature ODmatrix.dat file times 2 (to allow for future growth) to arrive at the adequate amount of RAM for RMQS. For new clients, the ODmatrix size is not available, so we assume 150MB is a good ODmatrix size to use in the formula.</p> <p>Since we are adding RAM in terms of GB and not MB, it is a good idea to round up to the nearest GB threshold when determining your final RAM numbers. In addition, if this number is less than half a GB, you can just go with the base RAM for this level.</p> <p>See "Section 2.3.2 Error! Reference source not found." for more information.</p> <p>Note: RouteMatch TS is a database/resource intensive application that benefits substantially as extra RAM is made available to its database server. Whereas a 32 bit OS is limited to 4GB, no such limitation exists for a 64 bit OS. We recommend that you exceed the RAM minimums stated to the extent your budget can support it. The more RAM made available to the database server, the better performance will be.</p>
Hard Drive(s)	<p>See "Section 5: Disk Layout" Discussion for detailed drive configuration discussion.</p> <ol style="list-style-type: none"> a. Recommended: (6) 73GB 15K RPM SAS Note: For rack-mount configuration, using more than 6 drives will likely require a 2 rack unit (RU) size server. b. Minimum: (4) 73GB 15K RPM SAS Note: With this configuration, there is no built-in redundancy, so you must back up database nightly. <p>Note: If your agency is not running 24/7, you may be able to go with SATA disks instead of SAS. If your agency is running 24/7, you would need to go with the SAS because the SATA disks are not designed to spin constantly.</p>

25 to 80 Vehicles

Requirements are the same as Fewer than 25 Vehicles with the following changes.

Server Requirements for Agencies with 25 to 80 Vehicles	
Item	Requirement
Processor Type	One 2.7 GHz or greater 64 bit quad core processor
Memory	Same as Fewer than 25 vehicles, except use 12 GB Ram for the operating system, SQL application, and SQL server data buffering, and 300 MB as the ODmatrix size to use for the RMQS formula.
Hard Drive(s)	See "Section 5: Disk Layout" for detailed drive configuration discussion. <ul style="list-style-type: none"> c. Recommended: (8) 73GB 15K RPM SAS (Note: that for rack-mount configuration this will likely require a 2 rack unit (RU) size server) – achieves "reasonable" fault tolerance on OS, SQL Data, and Log volumes combined with higher performance on the tempDB volume. d. Minimum: If you are constrained by rack space to a 1RU size, then (6) 73GB 15K RPM SAS are allowable. Note this will give you the same performance as the preferred option above but not the redundancy for the OS and SQL Log volumes.

More than 80 Vehicles

Requirements are the same as 25-80 Vehicles with the following changes.

Server Requirements for Agencies with More Than 80 Vehicles	
Item	Requirement
Memory	Same as 25 to 80 vehicles, except use 16 GB Ram for the operating system, SQL application, and SQL server data buffering, and 500MB as the ODmatrix size to use for the RMQS formula.
Hard Drive(s)	<ul style="list-style-type: none"> a. Recommended: (12) 73GB 15K RPM SAS, with RAID controller capable of RAID 1+0 (RAID Ten) – achieves total 1 drive fault tolerance for each volume combined with higher performance on the tempDB and SQL Data volumes. b. Minimum: (8) 73GB 15K RPM SAS – this achieves "reasonable" fault tolerance on OS, SQL Data, and Log volumes combined with higher performance on the

	tempDB volume but not high availability for this volume.
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Additional Equipment and Services

1. A system for database backup storage. This can be an additional volume or even an external USB drive.
2. Redundant Power Supplies
3. UPS Battery Backup/Surge Protection
4. 3 year, 24x7x365 support and maintenance

(c) **MINIMUM NETWORK REQUIREMENT**

Network Configuration Requirements	
Item	Requirement
Network Speed	At least a 100Mb/sec network (using switches, no hubs.)
Network Protocol	TCP/IP Protocol only (no NetBEUI/NetBios, IPX, or AppleTalk)

Exhibit B-3

To Software License and Services Agreement Between
RouteMatch Software, Inc. and Jonesboro Economical
Transportation System

Schedule of Fees for Additional Licenses and Services.

In the event that RouteMatch provides additional licenses or services to Licensee at its request, Licensee agrees to pay RouteMatch for those licenses and services at the following rates or prices, subject to RouteMatch's right to increase, as provided below:

Paratransit Software Products	Rate	Unit
RouteMatch TS™ Additional Users	\$ 3,750.00	per User
RouteMatch TS™ Additional Vehicles	\$ 925.00	per Vehicle
RouteMatch PM™ Additional Users	\$ 2,340.00	per User
RouteMatch PM™ Additional Vehicles	\$ 605.00	per Vehicle
Paratransit Software Modules		
RouteMatch AVL/MDC™ Module	\$ 1,500.00	per Vehicle
RouteMatch AVL Module	\$ 850.00	per Vehicle
RouteMatch Fixed Route Display Module	\$ 1,500.00	per Route
RouteMatch Certification Module	\$ 2,500.00	per User
RouteMatch Coordination Module		
<i>Agency License</i>	\$7,500	per Agency

<i>Vehicle License</i>	\$2,500	per Vehicle
<i>Statewide License</i>	\$500,000	per State
<i>Message Board per User (optional)</i>	\$1,500	per User
RouteMatch Complaints, Incidents, and Accidents Module	\$ 2,500.00	per User
RouteMatch Self Service Customer Web Portal™ - Additional Users	\$ 3,750.00	per User
RouteMatch Self Service Customer Web Portal™ - Additional Vehicles	\$ 500.00	per Vehicle
RouteMatch Self Service Provider Web Portal™ - Additional Users	\$ 3,750.00	per User
RouteMatch Self Service Provider Web Portal™ - Additional Providers	\$ 925.00	per Vehicle
RouteMatch Data Interchange Utility	\$ 2,500.00	per Site
RouteMatch Electronic Medicaid Billing Utility- 837 / 835	\$ 12,500.00	per Site
RouteMatch Billing Engine	\$ 5,000.00	per Site
RouteMatch IVR Module	\$ 3,500.00	per User
RouteMatch Flex Deviation Module (<i>includes CA Scheduling and Verification Plugins to RMTS</i>)	\$2,500	Per User
RouteMatch Notification Module (pricing below based on system size)		
<i>2 Port System</i>	\$ 45,360.00	Port Size
<i>4 Port System</i>	\$ 75,600.00	Port Size
<i>8 Port System</i>	\$ 108,840.00	Port Size

Exhibit B – 2: System Requirements

12 Port System	\$ 135,840.00	Port Size
16 Port System	\$ 159,840.00	Port Size
Include SMS, Email, and Fax Notification	\$ 15,000.00	per Site
RouteMatch Flex Deviation Module (includes CA Scheduling and Verification Plugins to RMTS)	\$2,500	Per User
Fixed Route Software Products		
RouteMatch CA™ - Additional Users	\$ 6,500.00	per User
RouteMatch CA™ - Additional Vehicles	\$ 2,250.00	per Vehicle
Fixed Route Software Modules		
RMCA - Next Bus Information	\$ 2,500.00	per Sign
RMCA - MDC Module	\$ 3,000.00	per Vehicle
RMCA - APC Module	\$ 2,000.00	per Vehicle
RMCA - AVA Module	\$ 2,000.00	per Vehicle
Third Party Hardware and Software		
TeleAtlas GIS Data	\$ 995.00	per County
Microsoft SQL Server Database Software - Base Price	\$ 1,150.50	per Base License
Microsoft SQL Server Database Software - Additional Client Access Licenses (CAL)	\$ 210.60	per CAL

Exhibit B – 2: System Requirements

Mobile Data Computers	Due to third party hardware cost fluctuations, please contact your Account Manager for detailed quote	
Automated Vehicle Location (AVL) Unit	Due to third party hardware cost fluctuations, please contact your Account Manager for detailed quote	
Fixed Route Peripherals (Automated Passenger Counters, Automated Voice Announcers, Next Bus Signs, Destination Signs, Passenger Information Signs, Workstations, Computer Servers, and related information technology components)	Due to third party hardware cost fluctuations, please contact your Account Manager for detailed quote	
Professional Services		
Principal-in-Charge	\$ 200.00	per Hour
Project Manager	\$ 150.00	per Hour
Senior Implementation Consultant	\$ 135.00	per Hour
Advanced RSE™ Scheduling & Routing Consultant	\$ 150.00	per Hour
Implementation Consultant	\$ 110.00	per Hour
Network Administrator / Information Technology Consultant	\$ 135.00	per Hour
Additional Custom Reports	Time and Materials (quote required)	
Technical Support and Software Maintenance	Rate	
Standard Technical Support and Maintenance	20% of Product and/or Module License Fees	
Premium Technical Support and Maintenance	30% of Product and/or Module License Fees	
Software Hosting Services	\$ 125.00	per User
Product Documentation - User Guide, Administrator Guide, and Training Guides	\$ 99.00	per User
Annual User Conference and Extended Training	Rate	

Exhibit B – 2: System Requirements

RouteMatch University™ - 5 Day Training Package	\$2,900	per Attendee (equipment, food, & lodging included)
Annual RouteMatch User Conference - General Participation	\$600.00	per Attendee

RouteMatch reserves the right to modify each of these rates periodically at its discretion.

Expenses.

The Fees, rates and prices set forth in this Section do not include any actual, out of pocket expenses of RouteMatch or its independent contractors or representatives incurred in connection with the performance of the services described above. Licensee shall pay and/or reimburse RouteMatch for all such expenses, in addition to the fees set forth above. Licensee shall pay all fees for additional services and reimburse RouteMatch for all such expenses within ten (10) days from the date of the invoice for such fees and expenses. Unless otherwise provided in an Addendum to this Agreement or a Statement of Work, RouteMatch may invoice Licensee weekly for such services and expenses, and upon completion of reports, as applicable.

Estimates.

RouteMatch shall provide written estimates to Licensee for additional work, if requested.