



Contract, Software License & Hosting Agreement

Prepared for

Yonkers Public Schools

**One Larkin Center
Yonkers, NY 10701**

Prepared on 10/2/2019

by

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Transfinder

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

[This contract expires on 11/29/2019, if not signed and accepted.](#)

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

I. TRANSFINDER SOFTWARE SYSTEM TOTAL COST

Software Modules	Qty.	Year 1	Year 2
Routefinder PLUS* includes: <ul style="list-style-type: none"> Single User Software License Routing and Scheduling System GIS Map Conversion for Westchester County Tools for Route overlap analysis, Stop Sequence Optimization, and Policy Analytics Eligibility Assessment & Walk Zone definition Driver Certification Functionality Field Trip resource tracking, cost calculator, billing, invoicing, & reporting 		\$9,995	\$2,750
Additional Routefinder PLUS Licenses	4	\$7,980	\$1,200
Additional County GIS Map Conversions for Rockland, Bronx, New York, Kings & Queens Counties	5	\$3,750	
Satellite Imagery Service <ul style="list-style-type: none"> Satellite Imagery Service adds a satellite layer to Routefinder PLUS 		Included	Included
Wayfinder App - any iOS or Android device <ul style="list-style-type: none"> GPS capture of bus routes - stop location, stop time, driving path, etc. Data brought into Routefinder PLUS to aid implementation 		Included	Included
Tripfinder <ul style="list-style-type: none"> Browser-based Field Trip Scheduling Site License with Unlimited users Includes Online requests, approvals and reporting 	1	\$8,500	\$1,700
Attendance Boundary Planning <ul style="list-style-type: none"> Manage School Attendance Boundaries Assess school zone changes for impact on students, grades, and school bus routes 		Included	Included
Viewfinder <ul style="list-style-type: none"> Customize dashboards to display operational efficiency Track your fleet live from any device (with an approved GPS Hardware) View critical transportation data such as field trips in progress, students updated, and routes modified Schedule Automated Reports to be delivered to your inbox 		\$11,500	\$2,300
Infofinder I <ul style="list-style-type: none"> Infofinder i is a web service, hosted by Transfinder, that enables parents and real estate agents to obtain school and stop assignment information. 		\$4,600	\$4,600
		\$46,325	\$12,550
		Competitive Upgrade Discount*	\$19,946
		Transfinder Software Promotional Pricing	\$26,379
			\$12,550
Implementation, Training and Professional Services			
Project Management <ul style="list-style-type: none"> Dedicated Project Manager assigned through Project Completion Manages Transfinder resources to meet Licensee's goals Project Manager will assist through 1st fall opening 		Included	
Data Management <ul style="list-style-type: none"> Data Engineer will create a custom import process for automating data updates with the Student Information System GIS Engineer will review available County GIS data with Licensee and convert GIS data for use in software 		Included	
12-Month Online Training Period <ul style="list-style-type: none"> Online Training timeframe begins on first completed training date 	12	Months Included	

<ul style="list-style-type: none"> Dedicated Trainer conducts Weekly Online Sessions Trainings conducted with Customer's Maps and Student Data 			
3-Days Onsite Training <ul style="list-style-type: none"> Customized Onsite Training conducted by a Transfinder Application Specialist Training will be conducted between October and May Up to 8 Hours a day Travel and Living Expenses billed at cost 	3	\$6,000	
Professional Services - Route Implementation Services <ul style="list-style-type: none"> Transfinder Staff will input current regular education bus runs using route sheets provided by customer (up to 235 am runs) Transfinder Staff will work with district staff to verify route sheet accuracy. Transfinder Staff will process student data geocoding and map editing to support the initial route input. See Attachment A, Implementation Services Agreement 	235	\$25,500	
One Year of Technical Support & Software Updates <ul style="list-style-type: none"> Unlimited Online Technical Support Access to www.MyTransfinder.com client resources portal for documentation, training videos, webinars, and report library Report Customization Services 		Included	Included
Transfinder Hosting Services powered by Amazon Web Services (AWS) <ul style="list-style-type: none"> Hosting includes database server, application servers, storage, and data maintenance Hosting Service is due with initial purchase and is included in the future Hosting Service. 		\$7,000	\$7,000
Transfinder Software, Implementation Services, Training and Hosting Services		\$64,879	\$19,550
		Year 1	Year 2
<u>INITIAL SYSTEM COST:</u> <div style="text-align: center;"> <input type="checkbox"/> x _____ Initial here </div>		\$64,879	
<u>ANNUAL SERVICE FEE FOR SUPPORT AND SOFTWARE HOSTING SERVICES:</u> <div style="text-align: center;"> <input type="checkbox"/> x _____ Initial here </div> <p>This fee is due upon the anniversary date of the initial software activation.</p>		Included	\$19,550

* **Competitive Upgrade Discount includes a \$3,913 discount towards the 1st year's Hosting Services.**

* **Routefinder Plus General Release expected in 2019. If the project begins prior to the release of Routefinder Plus, the project will start with using Routefinder Pro. All Routefinder Pro data will be converted to Routefinder PLUS.**

TRANSFINDER® SOFTWARE ANNUAL SUPPORT PROVISIONS	
This is a declaration of your Transfinder Annual Support Provisions. It describes the benefits you enjoy as a Transfinder client “in good standing” by remaining current in your payment of your Annual Support Fees.	
Routefinder PLUS Software System Annual Support	
Unlimited Technical Support on for technology staff and for each site operator	Included
Software Upgrades and program enhancements as they are developed	Included
Access to MyTransfinder - an exclusive part of our website dedicated to your organization offering Training, User Manuals, our Knowledgebase, Download Capabilities and more	Included
Unlimited Custom Report creation for Routefinder PLUS. Transfinder customizes specific reports to meet exacting specifications	Included
Custom Data Integration module modifications and maintenance as needed	Included
Viewfinder, Tripfinder, Infofinder I Software System Annual Support	
Unlimited Technical Support on for technology staff and for each site operator	Included
Software Upgrades and program enhancements as they are developed	Included

II. RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

III. FEE & PAYMENT SCHEDULE

The Term of this agreement is for (1) one-year. The Transfinder Software system initial cost of **\$64,897.00** is due upon execution of this agreement.

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

Upon the completion of the initial 1-year term, the Licensee will have an option to continue to pay the Annual Service & Hosting Fee amount of **\$19,550.00** when due on the anniversary of the original Activation Date, in order to continue to receive Technical Support, Product Updates and Hosting Services from Transfinder. Transfinder will continue to provide software, hosting services and technical support, which includes system updates, to the Licensee as long as the Annual Service Fee is paid and kept current.

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

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

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

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

IV. LATE PAYMENT

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

V. LICENSE AGREEMENT

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

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

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

General Terms: Only a written agreement authorized by both the Licensee, and Transfinder's President/CEO, shall constitute a warranty or increase the scope of this warranty. This warranty gives you specific legal rights. You may have other rights, which vary from state to state. This Limited Warranty is governed by the laws of the State of New York and shall benefit Transfinder its successors and assignees.

VI. LIMITED WARRANTY

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

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

VII. BREACH AND TERMINATION

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

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

If the default relates to the original Licensing fee **(\$64,897.00)** when due, then Transfinder, at its option may affirm the agreement and recover the full purchase price and agreed expenses, plus costs of collection, including attorneys fees; or may terminate this agreement and has the right to remove all access to and or remove all original software product, installation modifications, work product, including any product upgrades and any local copies thereof, if

any; and will further be entitled to all its reasonable costs in delivering, installing, modifying the program, and training Licensees employees including legal fees if any reasonably required to recover same.

VIII. NOTICE, SEVERABILITY & JURISDICTION

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

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

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

TRANSFINDER

9/30/2019AS3

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

LICENSEE – Yonkers Public Schools

Federal Tax ID#: _____

Purchase Order #: _____

_____ X _____
Name and Title Authorized Signature Date

ATTACHMENT A



Implementation Services Agreement

Prepared for

Yonkers Public Schools

**One Larkin Center
Yonkers, NY 10707**

*Prepared on October 2, 2019 by
T Doolen, Professional Services Manager*

Transfinder Corporation

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

Statement of Work

Date	October 2, 2019
Client	Yonkers Public Schools
Job Name	Implementation of Bus Runs
Requested by	Greg Zibro, VP of Business Development
From	T Doolen, Professional Services Manager

Summary

Yonkers Public Schools (YPS) has requested Transfinder Professional Services (TPS) provide implementation services to enter their 2019-2020 regular education AM bus runs into the Routefinder Pro system.

Project Scope

This SOW is preliminary and will be further defined as Transfinder's Professional Services (TPS) team works with Yonkers Public Schools (YPS) resources and staff. The following are the preliminary activities and deliverables.

- A comprehensive project plan outlining the work to be done by both YPS and TPS will be developed upon receipt of this signed statement of work. This project plan will include deadlines for work to be completed. Both parties understand that missing dates on any assigned tasks will cause the dates for all subsequent tasks to be delayed.
- Transfinder will temporarily host the Routefinder Pro data for YPS in the Transfinder Hosted Network (THN) to enable TPS and YPS to collaborate on the implementation project.
- YPS will be asked to assist in geocoding students. This will be done during some of the early training sessions to be conducted on the THN.
- YPS will provide the most recent copies of route sheets used by their drivers for entry of the bus runs.
- TPS routers will create YPS's regular education AM bus runs (up to 235 runs) within Routefinder Pro using the route sheets YPS provided. *(Note: This is limited to regular education runs serving district schools, other runs will not be created)*
- Transfinder will attempt to assign as many students as possible based on the student's listed home address. There may be students who are transported to or from Alternate Sites (locations that are not a student's home address). TPS will create the stops based on the route sheets provided, but the student will only be assigned to a stop if the student's home address lies within an existing walk to stop area. After TPS delivers the completed bus runs, YPS will need to assign Alternate Sites for students and then assign the students to the stop.
- The newly created AM bus runs will be delivered to YPS in the form of a new database in Routefinder Pro. This will provide the district with a data source that will be representative of the district's 2019-2020 bus runs.
- Transfinder staff will work with the district during training to copy the AM runs to PM, and make adjustments to PM runs as needed, at the appropriate point in the project.
- A fresh import of student enrollment data for the 2019-2020 school year will need to be brought into the database at YPS. YPS will then need to adjust the bus runs to accommodate changes in student enrollment

Key Assumptions

*This agreement is based on the following assumptions:

- YPS staff will provide current route sheets from which TPS will enter the AM bus runs.
- YPS will provide other pertinent data (student data, no travel streets, low clearance bridges, railroad crossings, bus garage location, school loading zones, etc.) that may be needed for the entry of bus runs.

- YPS will provide walk-to-school and walk-to-stop parameters.
- Students will be assigned to routes based on their home address. YPS will need to enter Alternate Sites and assign students to those sites after delivery of the routes to ensure proper route assignment.

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

Task	Finish Date
YPS signs contract with Transfinder	November 29, 2019
YPS delivers AM route sheets, student data and other necessary data	December 13, 2019
TPS creates a new datasource in THN and begins building of routes	December 27, 2019
TPS builds up to 235 AM bus runs from route sheets	February 28, 2020
TPS delivers AM bus runs to YPS	March 2, 2020
YPS continues to train on usage of Routefinder Pro for maintaining the routes going forward	March 2020 onward

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

Item	Price
Transfinder Professional Services routing fees:	\$25,500.00
COST TO CLIENT	\$25,500.00

Acceptance

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

Yonkers Public Schools

Company Name _____

Full Name _____ Title _____

X _____
Signature Date