



Contract, Software License & Hosting Agreement

Prepared for
Jackson County Schools
PO Box 5958
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Prepared on 11/26/2024
by
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This document is your Transfinder® Software Contract & Software License Agreement. It is a contractual agreement between Transfinder and Jackson County 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 12/31/2024, if not signed and accepted.

This is a non-transferable and non-exclusive Contract between Transfinder and Jackson County 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 Jackson County Schools may be entitled. This pursuant to the price terms described below. The provisions of the Contract include:

I. TRANSFINDER SOFTWARE SYSTEM TOTAL COST – THREE YEAR AGREEMENT

Software Modules	Qty	Year 1	Year 2	Year 3	
Routefinder PLUS includes: <ul style="list-style-type: none"> Single User Software License Routing and Scheduling System GIS Map Conversion for Jackson 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 	1	\$9,995	\$3,650	\$3,833	
Satellite Imagery Service <ul style="list-style-type: none"> Adds a satellite layer to Routefinder 	1	Included	Included	Included	
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 	1	Included	Included	Included	
Viewfinder <ul style="list-style-type: none"> Schedule Automated Reports to be emailed to unlimited staff with vital information Browser-based, any device, unlimited users, lookup access for staff (role-based security) View critical data about students, routes, stops, trips, maps, etc. 	1	\$5,400	\$1,800	\$1,890	
Servicefinder Asset Management <ul style="list-style-type: none"> Centralized management of vehicles, equipment, and maintenance records Streamlined tracking of work history and costs Simplified inventory management Scheduler <ul style="list-style-type: none"> Easily view and schedule technicians for upcoming services. Use filters and thematics to monitor and act on high priority services coming due. Quickly add services to new or existing Work Orders Fuel Import <ul style="list-style-type: none"> Data templates to support imports from multiple fuel card systems Vehicle fuel and meter reading integration Streamlined fuel cost analysis and budgeting Dashboards <ul style="list-style-type: none"> Customizable, user-friendly dashboards for real-time insights Easy monitoring of key performance indicators Data-driven decision-making to improve operations Reports <ul style="list-style-type: none"> Comprehensive existing report library for detailed analysis Customizable report templates to meet your organization's needs. Exportable data for further analysis and sharing with stakeholders.	Up to 75 Vehicles	\$6,000	\$4,750	\$4,988	
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 	1	Included	Included	Included	
Transfinder Software Retail Pricing			\$21,395	\$10,200	\$10,710
Viewfinder Promotion (Valid until 12/28/2024)			-\$5,400	\$0	\$0

Competitive Upgrade Promotion (Valid until 12/28/2024)		-\$3,500	\$0	\$0
Transfinder Software Promotional Pricing		\$12,495	\$10,200	\$10,710
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		
Online Training <ul style="list-style-type: none"> Online Training timeframe begins on first completed training date Dedicated Trainer conducts Weekly Online Sessions Trainings conducted with Customer's Maps and Student Data 	6 Months	Included		
Online Training - Servicefinder <ul style="list-style-type: none"> Online Training timeframe begins on first completed training date Dedicated Trainer conducts Weekly Online Sessions Trainings conducted with Customer's Fleet Maintenance Data 	12 Hours	Included		
Transfinder University Livestream – Servicefinder <ul style="list-style-type: none"> Fleet Maintenance Proficiency Course 1 days of online training in a Servicefinder training dataset Class hours 8:30am - 5:00pm Eastern Daylight Time 	1	\$1,925		
Technical Support & Software Updates <ul style="list-style-type: none"> Unlimited Online Technical Support Software updates and upgrades Access to Transfinder Community client resources portal for documentation, training videos, webinars, and report library 		Included	Included	Included
Implementation, Training, and Professional Services Pricing		\$1,925		
		-\$1,925		
Professional Services Discount		\$0		
TRANSFINDER SOFTWARE, TRAINING, PROFESSIONAL SERVICES AND HOSTING SERVICES TOTAL		\$12,495	\$10,200	\$10,710
INITIAL SYSTEM COST: <div style="text-align: center;">  x _____ Initial here </div>		\$12,495		
ANNUAL SERVICE FEE FOR SUPPORT AND SOFTWARE HOSTING SERVICES: <div style="text-align: center;">  x _____ Initial here </div> <p>This fee is due upon the anniversary date of the initial software activation.</p>		Included	\$10,200	\$10,710

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 Transfinder Community - an exclusive part of our website dedicated to your organization offering Training, User Manuals, our Knowledgebase, Download Capabilities and more	Included
Custom Data Integration module modifications and maintenance as needed	Included
Viewfinder, Tripfinder, Stopfinder, Wayfinder and 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
Servicefinder 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
System maintenance of the Servicefinder server on the Transfinder Hosted Network	Included

II. RESPONSIBILITIES

Data Conversion - Jackson County 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 Jackson County Schools.

III. FEE & PAYMENT SCHEDULE

The Term of this agreement is for (3) three-years. The system cost for the (3) three-year term is **\$33,405.00**.

Payment terms are as follows:

- The Initial payment of **\$12,495.00** is due upon execution of this agreement.
- The Annual Service Fee payment for year 2 of **\$10,200.00** is due 12 months from the installation date.
- The Annual Service Fee payment for year 3 of **\$10,710.00** is due 24 months from the installation date.

In accordance with the 3-year Term, Transfinder will provide Technical Support, Product Updates and Hosting Services to the Licensee for three years 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 3-year term, the Licensee will have an option to continue to pay the Annual Service Fee amount of **\$10,710.00**, 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 named user 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.