RideAmigos Subscription Agreement

COVER SHEET

This **Subscription Agreement** (the "Agreement") is entered into this _____ day of
_____ (the "Effective Date") by and
between_____ a/an
_____, located at _____
("Customer"), and Right-Click Solutions, Inc. (d/b/a RideAmigos Corp.), a California corporation, located at 230 Pacific Street, Suite 202, Santa Monica, CA 90405 ("RideAmigos"), (each a "Party" and collectively "Parties").

A. <u>INTRODUCTION</u>.

RideAmigos provides transportation solutions by way of the RideAmigos's proprietary Platform (as defined in the General Terms and Conditions attached hereto and incorporated herein by reference). Customer desires to enter into this Agreement for the Services as defined in the Order Form(s), which is attached hereto and incorporated herein by reference, upon the terms and conditions of this Agreement.

B. <u>FORMAT</u>.

This Agreement comprises all of the following:

- This Cover Sheet **(to be SIGNED by the Parties)**
- General Terms and Conditions attached hereto
- Exhibit A to this Agreement: the Order Form(s) **(to be SIGNED by the Parties)**
- Exhibit B to this Agreement: Scope of Work
- Incorporated herein by reference (and Customer agrees to abide by same, as same may be amended from time to time): RideAmigos's Privacy Policy, a copy of which can be found at: https://rideamigos.com/privacy/

By signing below, Customer and RideAmigos each confirm that they have read, understand and agree to all of the provisions set out in the Agreement and all of the foregoing documents, which are hereby incorporated by reference into the Agreement.

Right-Click Solutions, Inc. (d/b/a RideAmigos Corp.)   **City of Missoula:** _____

By: _____   By: _____

Name: _____   Name: John Engen _____

Title: _____   Title: Mayor _____

Date: _____   Date: _____

General Terms and Conditions

1. <u>Subscription rights. Subject to the terms herein,</u> RideAmigos hereby grants to Customer a limited, non-exclusive, non-transferable, terminable and non-sublicensable subscription and limited right to use the Platform (as defined below) in accordance with and subject to the terms of this Agreement. Only Authorized Users (as defined in the Order Form) may use the Services. Passwords and access to the Platform may never be shared among users. If Customer's subscription under an Order Form terminates, all Authorized Users shall, at the time of such termination, no longer have access to the Platform. For purposes of these Terms and Conditions, the "Platform" means any website or mobile experience that is provided and/or otherwise delivered by RideAmigos for the primary purpose of transportation solutions.

2. <u>Fees, payments and taxes.</u> The Customer shall timely pay the Subscription Fees stated in the Order Form. All fees are non-refundable once paid other than as expressly provided in Section 9 of these Terms and Conditions. Fees shall be timely paid in United States dollars, on or before the payment date stated in the Order Form. In addition, unless tax exempt, Customer shall be responsible to timely pay all applicable taxes (including any and all withholding taxes, sales taxes, services taxes, value-added taxes (VAT), goods and services taxes (GST)) and/or duties as are now imposed or as may hereinafter at any time be imposed by any government entity, agency or collecting agency based on the Services except only for those taxes based on the net income of RideAmigos and those that may be required to pay into any state mandated workers compensation plans. If tax-exempt, the Customer must provide a tax exemption certificate. In the event Customer fails to timely pay or otherwise satisfy Customer's tax and/or duty obligations as contemplated herein and/or as is required by applicable laws, Customer agrees to immediately pay and/or otherwise reimburse RideAmigos upon demand for any taxes and/or duties paid on behalf of Customer. RideAmigos shall not pay any tax and/or duties asserted by a government entity against Customer with notifying Customer in advance and giving Customer the opportunity to address the tax concern with the applicable government entity.

3. <u>Proprietary rights.</u>
    a. RideAmigos shall retain at all times all worldwide rights in the intellectual property in and on the Platform, its "look and feel,", its color combinations, layout, and all other elements (including graphical), and the copyrights and other rights in and to its content. The Platform is copyrighted, trademarked, and/or otherwise protected, and owned or licensed by RideAmigos exclusively and the Customer's rights, as they are, are only set forth in this Agreement. Except as expressly stated in or on the Platform, this Agreement and/or the Order Form, nothing contained on or within the Platform may be copied, reproduced, modified, distributed, transmitted, republished, displayed or performed without the prior written consent of RideAmigos in each instance. Nothing in this Agreement grants Customer or any Authorized User an express or implied right to use, license or sublicense any RideAmigos intellectual property except as set forth herein. Subject to the terms herein, Customer shall have rights to the data input by Customer's Authorized Users, and in the event of termination of this Agreement by any action except Customer's default, RideAmigos shall provide such data to Customer in a commonly useable form as reasonably determined by RideAmigos.
    b. RideAmigos may, in its sole discretion, change, modify, upgrade or discontinue any aspect or feature of the Platform in whole or in part, including, without limitation, the content; except that RideAmigos may not discontinue any aspect or feature that was an expressly required element described in the Order Form or Scope of Work attached hereto as Exhibit A and B except in the case of a force majeure and/or an emergency (and RideAmigos shall seek to provide a reasonable replacement for same) and/or without the written consent of the Customer, which may be given electronically. Such changes, upgrades, modifications, additions or deletions will be effective immediately upon notice thereof, which notice may be made by posting such changes to the Platform.
    c. RideAmigos reserves at all times the exclusive right to monitor use of the Platform and reserves the right, without notice and in the case of a force majeure and/or an emergency and/or in the case of breach by Customer, to permanently revoke and/or deny access to the Platform to any Customer or Customer's Authorized User(s). Access of the Platform beyond that of normal patterns of use or that suggests abuse of the Platform, as same is determined by RideAmigos in all instances, may result in immediate and permanent revocation or denial of access to the Platform in RideAmigos's sole

discretion. In the event that RideAmigos permanently revokes or denies access to the Platform to of Customer's Authorized User(s), RideAmigos shall notify Customer within 24 hours after access has been revoked or denied.

4. <u>Representations, warranties and covenants</u>. Each Party warrants and represents to the other Party that: (i) each Party is either a duly incorporated and validly existing corporation or a municipal government in good standing under the laws of the State of which it is incorporated; and (ii) each Party has the necessary power and authority to enter into this Agreement and to perform all of its obligations under this Agreement and no consent from any third party, person or entity is required for any Party to consummate the transactions contemplated herein. In addition, Customer shall never reverse engineer, decompile, disassemble, or work around technical limitations in the Platform. Customer shall also never license, sublicense, rent, lease, lend, resell, transfer, assign and/or host the Platform, or any portion thereof, to or for third parties or persons.

5. <u>Confidential information; no restrictions</u>. To the extent allowed by law, each Party agrees to preserve as confidential and hold in trust for the benefit of the other Party all Confidential Information (defined below) learned in connection with or related to this Agreement and/or RideAmigos's engagement. Each Party will not directly or indirectly use or disclose Confidential Information outside the scope of Services or the delivery of the Deliverables of the other Party, regardless of why this Agreement ended unless required by law. "Confidential Information" includes this Agreement and the contents hereof, the Services, the Deliverables, source code, library code, object code, know-how, deliverables, trade secrets, tech pack data and instructions, technical data, processes, designs, collection plans, graphic designs, production schedules, sourcing, marketing plans, designs and themes, inventions, discoveries, applications, business plans, pricing and other financial information, computer software designs and systems, routines and sub-routines, market studies, billing rates, billing records, employee pay rates, processing techniques, personally identifiable information, all intellectual property rights, and any other documents, materials and/or information (in any and all mediums) that the either Party maintains in confidence. Unless prohibited by law, if either Party requests, the non-requesting Party shall promptly return to the requesting Party or permanently destroy, or irretrievably delete and verify same in writing, as specified by the requesting Party, all of the requesting Party's Confidential Information, together with all copies, extracts, notes or summaries thereof.

6. <u>Indemnification</u>. Each Party shall indemnify and hold harmless to the fullest extent permitted by law the other Party and each of their respective affiliates, owners, lenders, directors, officers, investors, members, managers, employees, attorneys, agents, contractors, sublicensees, affiliates, subsidiaries, successors, and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, including, without limitation, reasonable attorneys' fees and disbursements that any of them may suffer from or incur and that may directly or indirectly arise and/or result from: (i) either Party's gross negligence or willful misconduct; and/or (ii) either Party's pending or threatened breach of any of the terms and/or conditions set forth herein, which is not cured within 30 days (or such longer period of time as may be appropriate under the circumstances). Notwithstanding the foregoing or anything to the contrary contained herein or in any other writing, RideAmigos's aggregate indemnification obligations shall be capped at the Aggregate Liability Amount (defined below).

7. <u>Limitation of Liability</u>. IN NO EVENT SHALL RIDEAMIGOS BE LIABLE FOR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OF BUSINESS, INTERRUPTION OF BUSINESS, OR FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR OTHER ECONOMIC LOSS ARISING FROM OR RELATING TO THIS AGREEMENT OR THE RENDERING OF SERVICES OR DELIVERING THE DELIVERABLES, EVEN IF RIDEAMIGOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED. RIDEAMIGOS'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT IN ANY EVENT, UNDER ANY THEORY OF LAW AND/OR AT ANY TIME EXCEED THE AMOUNT OF PAYMENTS RECEIVED BY RIDEAMIGOS FROM CUSTOMER IN THE PRIOR TWELVE MONTHS (THE "AGGREGATE LIABILITY AMOUNT").

8. <u>DISCLAIMER</u>. THE SERVICES AND DELIVERABLES ARE DELIVERED "AS IS", WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, INCLUDING EXPRESSED

OR IMPLIED AND/OR ANY WARRANTY OF MERCHANTABILITY, TITLE, AND NON-INFRINGEMENT.

9. <u>Term and termination</u>.

a. This Agreement shall commence on the Effective Date. Customer's Subscription Commitment Term for accessing and using the Services under this Agreement shall commence on the date specified in the Order Form and shall continue for the duration stated therein. Thereafter, the Agreement shall renew automatically for successive one year terms until such time that either Party terminates this Agreement by providing at least 90 days' advance written notice (e-mail confirmation shall suffice for this purpose) prior to the expiration of the applicable term (i.e., either the initial term or any annual renewal term) to the other Party. Notwithstanding any termination of this Agreement in accordance with the terms herein, RideAmigos shall be paid all fees and expenses through and including the date of any termination of this Agreement. Neither Party can terminate this Agreement for convenience.

b. If either Party breaches in any material respect any of its duties or obligations under this Agreement and fails to cure such breach within 30 days or such additional time as is practicable under the circumstances after written notice thereof from one Party, then the other Party may, by giving written notice to the other party, terminate this Agreement in its discretion and in whole or in part as of the date specified in the notice of termination.

10. <u>Marketing</u>. Customer agrees that RideAmigos may identify Customer as a subscriber and customer. RideAmigos may use Customer's name in RideAmigos's marketing materials. RideAmigos may also use Customer's logo (the "Marks") in marketing materials, provided that RideAmigos has obtained Customer's consent in connection with any such marketing materials use. Upon receipt of Customer's consent in connection with any such marketing materials use, RideAmigos may use the Marks only in compliance with this Agreement and only in compliance with Customer's intellectual property policy, provided that a copy of same is timely delivered to RideAmigos.

11. <u>General provisions</u>.

a. This Agreement:

(i) shall be governed by and construed under the laws of the State of Montana, without regard to or application of conflicts of law principles;

(ii) expresses the Parties' entire agreement as to the matters covered herein and supersedes all agreements previously made between the Parties relating to its subject matter; and

(iii) may not be modified in any way unless it is in writing and signed by a duly authorized representative of both Parties.

b. If any provision (or part thereof) contained in this Agreement is determined to be void, invalid, or otherwise unenforceable by a court of competent jurisdiction or on account of a conflict with an applicable government regulation, such determination shall not affect the remaining provisions (or parts thereof) contained herein and the illegal, invalid, or unenforceable clause shall be modified in compliance with applicable law in a manner that most closely matches the intent of the original language.

c. It is further understood and agreed that money damages may not be a sufficient remedy for any pending and/or threatened breach of this Agreement and either Party shall be entitled to equitable relief, without the posting of any bond, including injunction and specific performance, as a remedy for any such breach, provided that any such equitable remedy shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available to either Party at law or in equity.

d. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

e.   The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future.

f.   No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

g.   Any notice or other communication provided for herein or given hereunder to a Party shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to each Party's address as set forth below and a copy of same shall be delivered to each Party via e-mail at the e-mail address below.

h.   This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the Parties.

i.   Whenever in this Agreement the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and, in each case, vice versa, as the context may require and the word "include", "includes", or "including" is used in this Agreement, it shall be deemed to be followed by the words "without limitation", unless already so followed.

j.   The Parties participated jointly in the negotiation and preparation of this Agreement, and were strongly encouraged to seek and have had the opportunity to obtain the advice of independent legal counsel selected by each Party to, among other things, review and revise this Agreement before signing same. As such, no rule of construction shall apply against the Parties.

k.   Sections 3-12 shall survive this Agreement's termination, irrespective of reason for same.

12. <u>Dispute Resolution</u>. Any proceeding, dispute, claim and/or action (collectively, an "Action") shall be brought exclusively in the state or federal courts located in Missoula County, Montana. The Parties waive any objection which any Party may have now or hereafter to the laying of the venue of any Action and the Parties hereby irrevocably submit to the jurisdiction of the state or federal courts located Missoula County, Montana. The Parties further agree that the prevailing Party in any Action shall be reimbursed by the other Party for all of its reasonable attorneys' fees and expenses, court costs and fees and expenses as well as all collection costs and expenses.

13. <u>Non-Discrimination</u>. All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex- offender status, physical condition, political belief, public assistance status or sexual orientation, gender identity or expression, except where these criteria are reasonable bona fide occupational qualifications.

14. <u>Affirmative Action Policy</u>. Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula's Affirmative Action Plan, and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

The City's Affirmative Action Policy Statement is:

The Mayor of the City of Missoula or the Mayor's designee may adopt an affirmative action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, creed, national origin, sex, age, marital status. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility to actively facilitate equal employment opportunity for all present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all human resource actions are administered on the basis of job necessity.

Specific responsibility for developing, implementing, monitoring and reporting are assigned to the City Personnel staff under the supervision and direction of the Chief Administrative Officer and the Mayor.

It is the policy of the City of Missoula to eliminate any practice or procedure that discriminates illegally or has an adverse impact on an "affected" class. Equal opportunity shall be provided for all City employees during their terms of employment. All applicants for City employment shall be employed on the basis of their qualifications and abilities.

The City of Missoula, where practical, shall utilize minority owned enterprises and shall ensure that subcontractors and vendors comply with this policy. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of affirmative action for the City of Missoula, its employees, program participants, trainees and applicants.

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Exhibit A
RideAmigos Order Form

</div>

Contact information	
Customer:	**LDC OID:**
Address: **Phone:**	**Billing contact:** **Address:** **Phone:** **Order number (if available):** _
More contact information for the customer: **Name/position:** **Address:** **E-Mail:**	**ACH/WIRE contact information for the customer:** **Phone:** **E-Mail:**
RideAmigos:	
Customer support: Phone Email: grant@rideamigos.com	**Legal notices** Attn: Legal Department, Right-Click Solutions, Inc. (d/b/a RideAmigos Corp.) 230 Pacific Street, Suite 202. Santa Monica, CA 90405 Phone: (516) 864-3189 Email: jeff@rideamigos.com

	A. Summary of Agreement and Fees:				
1.	**System Administrator:** **(name, title, email, phone)**				
2.	**Authorized Users:** **(Description of users authorized by the customer)**	*Describe the type of commuters the system is intended for, e.g. employees, faculty, students, general public*			
3.	**Locations:**				
5.	**Subscription term:**	Subscription date: End of subscription: .			
6.	**Fees, payment date, and maximum number of authorized users:**	Subscription fees	Payment date	Maximum number of authorized users	Service fee
7.	**Miscellaneous:**				

By signing this Order Form, Customer and RideAmigos each confirm that they have read, understand and agree to all of the provisions set out in this Order Form, the Agreement and all of the documents incorporated therein by reference.

Right-Click Solutions, Inc. (d/b/a RideAmigos Corp.)	Customer:
By: Name: Position: Date:	By: Name: Position: Date:

Exhibit B
Scope of Work

The RideAmigos Unity Platform includes the following features that will be available to the Customer:

- **Any-mode Trip Planner** - Integrating all available modes including carpool, vanpool, biking, walking, transit, and driving.
- **Trip comparison -** Compare all modes by travel time, cost, health benefits, and environmental savings; and receive step-by-step directions.
- **Trip Logging Calendar & Reporting** - Trips are logged by users via the web platform or through the use of a mobile app, appear on a user's dashboard calendar, and are aggregated into high level statistics that a user may track.
- **User** + **Network Management & Reporting** - Tools allow administrators to manage and facilitate networks, as well as create customizable reports for users and networks.
- **CSV Output on All Significant Data-Types** - Reporting is customizable and allows administrators to output all data collected within the web platform to CSV for offline analysis.
- **Administration of Gamification, Competitions, Challenges, Points Programs and Leaderboards** - Administrators may manage and institute challenges in order to facilitate user engagement.
- **Drag'n'Drop Survey Administration, Templates, and Reporting (AQMD-certified)** - Customizable survey feature allows administrators to gather data on users travel behavior and use of the platform.
- **Event Travel Planning & Ridesharing Tools for external website use** - Rideshare matching for specific events with customizable widget that can be shared on external websites.
- **GIS Cluster Map Analysis and Marketing Tools** - GIS mapping allows administrators to identify clusters of commuters and use that information to set up new programming including vanpools, shuttles, bikepools, etc.
- **Unlimited Networks, Sub-networks, Network Administration** - Ability to segment user population into networks and subnetworks to leverage gamification and provide targeting marketing and engagement activities.
- **Schoolpool Administration** - Ability for schools to provide households with information on who is around them, so that students can walkpool, bikepool and carpool to school together.
- **Vanpool Compatibility** - Users can join available vanpools, while admins can track Vanpool usage and generate data for NTD reporting.
- **Custom Home Page** - RideAmigos web platform home page is completely customizable with ability to incorporate customer branding, all company transportation information, and relevant information about ongoing incentives and challenges, among others.
- **Incentive and Prize Claim Tracking & Management** - Ability for admins to set-up, administer and track incentive participation. Platform tracks prizes that are claimed, and admins can export CSV reports to aid in prize distribution.
- **Custom Location Management for Trip Planner Points of Interest** - Ability for users to save favorite trips to enable easy trip-logging for common trips. Additionally, custom locations such as bike locks, bus stops, car share locations, park and ride locations and other geographic data can be mapped.
- **User Profile Management** - Initial sign-up requires minimal user information, allowing for full profile management from the user.
- **Foreign Language Support** - The RideAmigos web platform can be made available in over 50 languages.
- **Platform upgrades,** including future enhancements of RideAmigos web platform, e.g.
  - Bike Locker Management - Within our trip-planner feature, we are able to apply additional features to our maps, including bike parking, bike share stations, etc.
  - Vanpool Management & Administration - We are able to import vanpool information to display available vanpools relative to a user's commute and the number of seats available.
  - 3rd Party Trip Planner/Data API

1. Definitions and Basic Terms:

1.1. Definition: "**Consultant** " = "RideAmigos Corp"

1.2. Definition: **"RASP" = "** RideAmigos Software Platform"

1.3. Definition: "MIM" = "Missoula In Motion

1.4. The following document will provide the contractual requisites for what Consultant will deliver to and/or facilitate for Missoula In Motion (MIM)

1.4. Hierarchy of System Users

1.4.1. **Level 1 Admin =**MIM /Super Admin

1.4.2. **Level 2 Admin =** Network Admin

1.4.3. **Level 3 Admin** = Subnetwork Admin

1.4.4. **Level 4 User =** General Users

1.5. Network Types:

1.5.1. **Program networks**: formed around promotions or special programs. (e.g. "36 Prize Riders" and "Every Trip Counts.")

1.5.2. **Organizational networks:** managed by organizations (e.g. company, church, university

ETCs). Based on organization name and location, Employers may have multiple locations.

Add Sub Networks – e.g. different office locations or employee classifications such as full time or part time.

1.5.3. **Office park or building networks.** A cluster of organizational networks, and/or non-networked employees, that share the same office park or building: May include multiple addresses/buildings (e.g. "West Office Park," "Union Boulevard," etc...).

1.5.4. **Schoolpool network:** a school network designed for use with the tracking platform

2. Web Presence, Design, and Accessibility

2.1. All tools and functions will be hosted on Consultant's servers.

2.2. Work with MIM's design team to ensure its functions are branded appropriately (exclusively as Way to Go! Missoula brand), with special attention to consistency and clean transitions, in order to maintain "fluidity" with MissoulaInMotion.com.

2.3. Ensure rideshare matching, trip planning, trip tracking, and leaderboards are integrated into the waytogomissoula.com, and accessible via all devices using popular modern browsers (i.e. Safari, Internet Explorer, Chrome and Firefox).

2.3.1. Only the two most recent versions of each browser will be officially supported in order to allow for the best experience for our users

2.4. Provide a completely responsive mobile interface, which is easily readable and clear to interact with, on all major mobile and tablet browsers (not flash).

2.5. Administrative functions will exist on the RASP.

2.6. MIM will have access to Google Analytics for entire site to track usage.

2.7. **Level I and Level II Admin** can modify information regarding any specific network's details (ie. description, customURL, and details)

2.8. The MIM platform will be built to service the geographical region of Missoula and Ravalli Counties and partners dedicated to specific elements of MIM's mission

3. Social Media, Badges, & Gaming capabilities with Trip Planner

3.1. For non-SSO systems, users shall be able to log in via Facebook if requested

3.2. Earn "badges" for using non-driving alone travel modes via Consultant's current virtual badge system

3.3. Share badges via Facebook or Twitter.

3.4. Share link to "join my carpool" via Facebook or Twitter. Links will be sent out so others can click and contact the user through Consultant's tool.

3.5. Gaming/Competitions leaderboards to be included:

      3.5.1. All-network leaderboard that lists top individuals with stats determined by MIM

      3.5.2. All-network leaderboard that lists top employers (networks) with corresponding stats determined by MIM

      3.5.3. Super Admin will be able to replace or add an additional leaderboard to be viewed by all-networks during network-wide challenges and programs we run seasonally (i.e. Commuter Challenge or Bike to Work month).

4. Data Migration
4.1. User Profile Data

4.1.1. User profile data will be imported one time only before system launch, not regularly

4.1.2. Data migration will occur one time and will include name and emails of Level 3 General Users.

      One time data migration will be accompanied with an automatic email prompting Level 3 General Users to create their profiles

4.1.3. Front load/transfer select records (provided by MIM staff) into Consultant's system.

4.1.4. Transferred users will not be active until they click a confirmation link in their email, at which time, they will be required to re-enter their profile information (employer, workplace address, home address, password). Those who do not click the link and re-enter profile information will remain inactive/archived.

4.1.5. Consultant will be able to provide sample spreadsheet of user data to match against.

4.1.6. **Required fields to process user import:**

      4.1.6.1: First name, last name, email address

4.2. Vanpool Data

4.2.1. **Level I Admin** will upload regularly. This upload will replace the vans currently in the system as a whole, so import will require all vans to be present.

4.2.2. Consultant will be able to provide sample spreadsheet of user data to match against.

4.2.3. **Fields to process:** VanID, Starting point/destination, driver name, number of riders, names/emails of other riders, seat capacity, van "open/closed(manually calculated by Client)"

5. Ridesharing and Trip Planning Dashboard

5.1. Cluster Analysis/Marketing tool and wording on the site will handle the needs of commuter buddy types other than carpool/vanpool

5.2. Carpool matching

5.2.1. Provides ridematching for all users within the system. Users are able to mark their carpool as public or private to specific networks.

5.2.2. Users shall be able to see the public biographies of their matches

5.2.3. Users may opt to include gender and smoking preferences in their public profile through the use of a biographic area.

5.2.4. Carpooling shall be listed first among the transportation options. ?

5.2.5. The system shall track who the user has already contacted, last date of contact, and how many times contacted.

5.3. Vanpool

5.3.1. Vanpool shall have its own tab on the Trip Planning Dashboard

5.3.2. User shall be able to see "open" vanpools from the uploaded vanpool list.

5.3.3. Clicking "contact", will allow the user to send an email to **Level I Admin or Vanpool POC** only (eg. support@Client.org)

5.4. Public Transit, Driving, Bicycling and walking

5.4.1. Mountain Line and UDash route information shall be integrated into the dashboard, and updated as frequently as it is updated and published by each agency. This data is to be provided by the Transit Agency or Client in GTFS format.

5.4.2. Display driving, bicycle and walking route information.

> 5.4.2.1 Route planning for walking and bicycling will include 3 options based on the user's "level of stress" preference. *These tiers will be categorized as followed:
>
> > 1. **Low Stress Routes** consist of all off-street bicycling and walking facilities (e.g. trails), all residential sidewalks connected by intersections safe for ages 8 – 80, proposed Neighborhood Greenways, and select other residential streets comfortable for biking for ages 8 – 80. Low stress routes include most "local" streets. Low stress routes prioritize comfort and safety. Low stress routes should cater to the majority of bicyclists who identify as "interested by concerned".
> >
> > 2. **Moderate Stress Routes** consist of all low stress routes options with the addition of bicycling and walking routes on corridors with low speeds and low traffic volumes. Dedicated bicycle facilities and sidewalks may be absent. Moderate stress routes include "collector" streets (e.g. two way streets such as Spruce, Johnson, Catlin, Scott) and some "minor arterials".
> >
> > 3. **High Stress Routes** prioritize directness and consist of routes without sidewalks, streets that lack any type of bicycle facility or pain, streets with high speeds and high traffic. High stress routes include all arterials (e.g. Reserve, Orange, Russell, Brooks). These routes should not be considered "dangerous";

they are suitable for people identifying as "fearless" bicyclists. Walk routes within this category have challenging intersection crossings.

   * Within the RASP, the names of these tiers will be different than low, moderate or high stress such as comfortable, convenient, direct. These level names and definitions are still being finalized.

5.4.3. Display average caloric burn for walking and biking.

5.4.4. Display cost of driving alone for comparison to walking and biking.

5.4.5. Display carbon savings

5.4.6. Consultant shall be responsible for updating and maintaining route information for driving, biking, and walking.

6. Event Travel Planning and Ridematching

6.1. The following functions must be accessible by Client to use on the Client domain:

6.1.1. Multimodal (includes ridesharing) event trip planning widget

6.1.2. Event page creation and reporting

6.2. Events are separate from the standard commuting trip planner and trip tracking interfaces.

7. Administrative Functions, Reporting and User Permissions

7.1. **Level 1 Admin** shall be able to:

7.1.1. Receive the emails from the contact form requests for help (e.g. support@Client.org)

7.1.2. **Manage individuals:**

7.1.2.1. **Editing**: will be done with a level-1 admin password to access any user's account and edit their trips or profile information.

7.1.2.2. **Deleting**: will remove "this person" and all associated records from all reporting and visibility.

7.1.2.3. Assign/remove users to networks.

7.1.3. **Manage Networks:**

7.1.3.1. Create and delete networks, edit network information and run reports on all networks individually and collectively.

7.1.3.2. Can create multiple network administrators for a single network

7.1.4. **Create Reports -** can create custom, ad hoc, aggregate statistic reports on all or specific networks. Based on data from the trip logging function, these "impact reports" can:

7.1.4.1. show statistics by network type.

7.1.4.2. show statistics by any individual network.

7.1.4.3. Show statistics by mode type

7.1.5. **Survey Tool**

7.1.5.1. Add or drop questions not related to the core survey questions that feed into reports.

7.1.6. Manage site-wide incentive, challenge, and point programs.

7.2. **Level 2 Admin** shall be able to:

7.2.1. Run reports and manage individuals for their own network only.

7.2.2. Can associate users with an organizational network via link.

7.2.3. Edit network information, including name, location, description, and URL

7.2.4. Manage incentive, challenge, and point programs for their specific network and subnetworks.

7.3. **Level 3 User** shall be able to:

7.3.1. Be associated to any network. Users can opt-in to any of these networks upon registration, unless network is

private, which requires a specific link to join.

7.3.2. View his/her detailed personal statistics and reporting.

7.3.3. Participate in network and subnetwork incentive, challenge, and point programs and site-wide incentive,

challenge, and point programs.

7.4. **Level 1 and 2 Admin Access to GIS Cluster Analysis and Survey Tools**

7.4.1. Access to GIS Cluster Analysis tool to visualize, identify and target geographic clusters of users for

customized marketing campaigns and batch ridematching

7.4.2. **Level 1 Admin only:**
7.4.2.1. View all available carpools within the system
7.4.3. **Level 2 Admin only:** Visible for trips in a specific network, by Network Admin.
7.4.3.1. View all available carpools associated with their specific network

8. Incentives Module
8.1. **Level 1 Admins** can manage incentive programs for site, networks and subnetworks
8.2. **Level 2 Admins** can manage incentive programs for network they administer and subnetworks within their network.
8.3. Incentive programs track user accounts for using sustainable transportation and allow incentive managers to view reporting to base incentive dispersal upon. Accrual of rewards can be based on:
- Incentives earned per day (continually accrued),
- Incentive earned per trip (continually accrued)
- Incentive earned by reaching a threshold percentage, e.g. 80% of commute days,
- Incentive earned by reaching a threshold number, e.g. 20 days.
8.4. Incentive information includes, name, date range, end date for back logging trips, modes of transportation and description.

9. Challenges Module
9.1. **Level 1 Admins** can manage challenges for the site as a whole, networks and subnetworks
9.2. **Level 2 Admins** can manage challenges for networks they manage and subnetworks within their network.
9.3. Challenges will track user accounts for using sustainable transportation and allow challenge managers to view reporting strictly relating to the challenge timeline.

10. Point Programs Module

8.1. **Level 1 Admins** can manage point programs for site, networks and subnetworks
8.2. **Level 2 Admins** can manage point programs for network they administer and subnetworks within their network.
8.3. Point programs track user accounts for using sustainable transportation and allow point program managers to view reporting to base reward dispersal upon.
8.4. Point Program information includes, name, date range, end dates, modes of transportation eligible, inventory of items and description.

Implementation Process & Phases

Step 1 – Discovery

Our holistic approach: Consultant will iterate with Client staff to flesh out complete and comprehensive project detail. This phase will not only hone the technical requirements, but is also intended to streamline

the business processes surrounding the technology. By understanding the problems that create drag operationally, more effective technical solutions can be leveraged.

Step 2 – Launching of Phase Elements in Test Environments

To be in accordance with Appendix A. Consultant will also perform intensive quality assurance internally and via a third party quality assurance firm. Any problems shall be corrected before public launch of Phase I elements. Step 2 will be repeated until Client approves refinements and modifications.

Step 3 - Public Launch of Phase Elements

Consultant will push Step 3 to the appropriate domains for public and administrative use. Minimum time to launch will be 3 weeks after signing of contract, or payment received.

Maintenance and Support, and Staff Training

• Consultant shall continually monitor activity logs and fix any errors as they occur.
• Consultant shall provide hosting, maintenance and support for the software it delivers. Service shall include:
• Dedicated servers – geo-isolated fail-over/backup secure data centers.
• Application hosting with 99.9% up-time.
• 24x7x365 server and support monitoring and maintenance with emergency contact info.
  • User support guaranteed within 48 hours of support ticket submission with mobile access to our team.
• Application upgrades and maintenance.
• The system is so intuitive that we strongly believe that minimal training will be required. Therefore,
Consultant will train Client staff via phone and or screenshare/web conference until Client is comfortable. This will be part of our support package/hours. Consultant can also meet in person when deemed necessary by both parties.