transfinder

Contract, Software License & Hosting Agreement

Prepared for

Choctaw-Nicoma Park School District

ATTN: Matthew (Matt) McFarland

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Prepared on 10/27/2026 by

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This document is your Transfinder® Software Contract & Software License Agreement. It is a contractual agreement between Transfinder and Choctaw-Nicoma Park School District. 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 11/30/2026, if not signed and accepted.

This is a non-transferable and non-exclusive Contract between Transfinder and Choctaw-Nicoma Park School District (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 Choctaw-Nicoma Park School District may be entitled, pursuant to the price terms described below.

TRANSFINDER SOFTWARE SYSTEM TOTAL COST — THREE YEAR AGREEMENT

Description	Qty	Initial Payment	Year 2	Year 3
Routefinder PLUS (Initial License) Route Planning and Optimization	1	$5,995	$3,650	$3,833
Included County Maps **Included**	1	*Included*	*Included*	*Included*
Additional PLUS License	1	$2,645	$950	$998
Viewfinder Unlimited User Lookup Access	1	$2,000	$1,000	$1,050
Stopfinder GeoAlerts Parent Communication & Bus Tracking App	35 vehicles	$3,360	$3,360	$3,528
Wayfinder Electronic Attendance In-Vehicle Driver Navigation & Student Ridership Tracking	40 users	$6,760	$5,760	$6,048
Formfinder **Included** Customizable Form solution to digitize paper processes	1	*Included*	*Included*	*Included*
Software Modules Subtotal		**$20,760**	**$14,720**	**$15,457**
Software Discount		*-$2,000*		
Software Modules Net Total		**$18,760**	**$14,720**	**$15,457**
Online Training — 36 hours **Included** • Online Training timeframe begins on first completed training date, and expires after 6 months.	36 Hours	*Included*		
Project Management **Included** • Dedicated Project Manager assigned to your implementation, through Project Completion	1	*Included*		
Data Management **Included** • Data Engineer will create a custom import process for automating data updates with the SIS • GIS Engineer will review available County GIS data with Licensee and convert GIS data for use in software	1	*Included*		
Technical Support & Updates **Included** • Unlimited Online Technical Support • Access to Transfinder Community, our client portal for documentation, training tutorial videos, webinars, how to guides, report library & more	1	*Included*	*Included*	*Included*

Description	Qty	Initial Payment	Year 2	Year 3
Implementation, Training and Professional Services Subtotal		**$0**	**$0**	**$0**
Transfinder Tablet Kit (Samsung Tab Active5) Samsung Galaxy Tab Active5 Enterprise Edition 128GB (5G) IntelliSkin® Next Gen GDS® Uni-Conn™ Dock + Single USB-A with Release Lever RAM Wiring & Mounting Equipment	35	$48,125		
Enterprise MDM (with TF data plan)	35	$4,200	$4,200	$4,410
Single SIM Multi-Carrier Data Plan	35	$18,900	$18,900	$19,845
Shipping & Handling		$350		
Shipping Protection (1%)		$481		
Hardware Subtotal		**$72,056**	**$23,100**	**$24,255**
Hardware Discount		*-$17,185*	*-$6,300*	*-$6,300*
Hardware Net Total		**$54,871**	**$16,800**	**$17,955**
TRANSFINDER SOFTWARE SYSTEM TOTAL COST		$73,631	$31,520	$33,412

YEAR 1 INITIAL SYSTEM COST: **$73,631** x_____ *Initial here*

YEAR 2 ANNUAL SERVICE FEE: **$31,520** x_____ *Initial here*

YEAR 3 ANNUAL SERVICE FEE: **$33,412** x_____ *Initial here*

II. RESPONSIBILITIES

Data Conversion

Choctaw-Nicoma Park School District (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 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.

Targeted Attainment	Actual Attainment	Credit Amount
100%	98% – 99%	Remedial Action

Targeted Attainment	Actual Attainment	Credit Amount
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.

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 Choctaw-Nicoma Park School District.

III. FEE & PAYMENT SCHEDULE

The Term of this agreement is for (3) three-years. The system cost for the (3) three-years is **$138,563**.

Payment terms are as follows:

- The Initial payment of **$73,631** is due upon execution of this agreement.
- The Annual Service Fee payment for year 2 of **$31,520** is due 12 months from the installation date.
- The Annual Service Fee payment for year 3 of **$33,412** 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 Technical Support, Product Updates and Hosting Services is included.

This agreement shall automatically renew after the initial Term for successive 1-year terms at the annualized rate unless written notice of non-renewal is given by either Transfinder or Licensee at least sixty (60) days in advance of the payment date.

Upon the completion of the initial term, the agreement will automatically renew and Licensee will continue to pay the Annual Service Fee amount of **$33,412**, 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 contract.

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.

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.

Early Termination

The Licensee may terminate this Agreement, at any time, for convenience upon 30 calendar days written notice to Transfinder. If the Licensee should terminate this Agreement within (3) three-years of the Activation Date for convenience, the Licensee shall immediately remit to Transfinder, in addition to fees for all products and services delivered and expenses incurred prior to the effective date of the termination, unpaid annual service fees as follows:

- Termination before the (1) one year anniversary of the Activation Date: all software and service fees due prior to the effective date of the termination and 75% of the annual service fees for years two and three of the term;
- Termination on or after the (1) one year anniversary of the Activation Date but before the (2) two-year anniversary of the Activation Date: all software and service fees due prior to the effective date of the termination and 50% of the annual service fees for year three of the term; and
- Termination on or after the (2) two-year anniversary after the Activation Date but prior to the expiration of the Term: all software and service fees due prior to the effective date of the termination.

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 (**$73,631**) 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 attorney 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 HARDWARE AND SERVICES TERMS OF USE

These Terms of Use ("Agreement") govern the purchase and use of hardware and services provided by Transfinder Corporation ("Transfinder") by the client ("Client"). Upon receipt of payment in full, equipment will be shipped and ownership will transition to the Client (Licensee).

Transfinder will, to the extent permissible, pass through to Licensee all available applicable original equipment manufacturer warranties for third-party equipment.

The following original equipment manufacturer warranties apply to the extent available:

- Samsung Tab Active5 Tablets: standard limited warranty.
- RAM Mounting Equipment: limited warranty.
- Elatec Card Readers: limited warranty.

If equipment is found to be defective and meets the applicable requirements, a Return Merchandise Authorization (RMA) will be issued.

1. Use of Hardware and Services

Client agrees to use Transfinder hardware and services solely in connection with Transfinder's Wayfinder software and related Transfinder applications. Client is responsible for ensuring compliance with all applicable laws, regulations, and district/company policies when using the hardware and services.

2. Data Plan

All devices purchased through Transfinder with a data plan will be activated on the date shipped. Partial data fees for the billing cycle may be incurred.

Data is unlimited for all Transfinder apps. Approved third-party apps may require additional data charges.

If the Client enables Transfinder hardware to be the sole provider of GPS data, additional fees may be incurred.

Tethering/hotspot use is not permitted and will be disabled.

The data plan may not be canceled earlier than one (1) year from the purchase date unless otherwise agreed upon by both parties. Notice must be provided in writing at least 60 days prior to the annual support due date. Partial data fees for the billing cycle may be incurred.

If the data plan is canceled prior to the end of the agreed contract term, the early termination fees outlined below may apply.

Transfinder is not liable for:

- Interruptions in service due to network issues, maintenance, or force majeure.
- Loss of data or damage resulting from use or inability to use the service.

3. Installation and Responsibility

Transfinder does not directly install hardware or equipment, and does not provide final advisement of hardware placement, mounting technique, or other installation decisions. Final acceptance of work will be provided to the third-party installer. Transfinder is not liable for any claims, losses, liabilities, damages, costs, or expenses as a result of or related to the installation of the hardware and equipment.

For third-party installations purchased through Transfinder, applicable installation terms and conditions will apply.

4. Fees and Payment

Client agrees to pay all fees as set forth in the purchase agreement, including hardware costs, service fees, and applicable taxes. Ongoing subscription fees for enterprise mobility management and data services are billed as specified in the applicable order form.

5. Early Termination

The Licensee may terminate this Agreement at any time for convenience upon 60 calendar days' written notice to Transfinder. If the Licensee terminates this Agreement within three (3) years of the Activation Date for convenience, the Licensee shall immediately remit to Transfinder, in addition to fees for all products and services delivered and expenses incurred prior to the effective date of termination, unpaid annual service fees as follows:

- **Before the first anniversary of the Activation Date:** all software and service fees due prior to the effective date of termination and 75% of the annual service fees for years two and three of the term.
- **On or after the first anniversary but before the second anniversary of the Activation Date:** all software and service fees due prior to the effective date of termination and 50% of the annual service fees for year three of the term.
- **On or after the second anniversary of the Activation Date but prior to expiration of the term:** all software and service fees due prior to the effective date of termination.

6. Warranties

Transfinder will, to the extent permissible, pass through to Licensee all available applicable original equipment manufacturer warranties for all hardware purchases.

Improper use, abuse or tampering with the device may result in the warranty being voided.

If equipment is found to be defective and meets the applicable requirements, an RMA will be issued through Transfinder. Shipping and handling charges will be billed at cost.

Unopened equipment, excluding tablets or other mobile devices, may be returned within 30 days of receipt. Shipping and handling charges will be billed at cost.

7. Data Policies

Data collected through Wayfinder and Transfinder-approved applications remains the property of Client. Transfinder may process data to provide services, monitor usage, ensure compliance with data caps, and improve performance. Client is responsible for compliance with all applicable data protection and privacy laws. Transfinder is not responsible for retention of Client data beyond the contracted period unless otherwise agreed in writing.

8. Limitation of Liability

To the maximum extent permitted by law:

- Transfinder shall not be liable for any indirect, incidental, special, or consequential damages, including but not limited to data loss, downtime, or loss of revenue.
- Total liability of Transfinder under this Agreement shall not exceed the amount paid by Client for the hardware and services giving rise to the claim.

9. Jurisdiction and Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law principles. Client agrees that any disputes shall be resolved exclusively in the state or federal courts located in Schenectady County, New York.

10. Enterprise Mobility Management

All mobile devices purchased by the Licensee are managed by Transfinder using an Enterprise Mobility Management (EMM) system. This includes, but is not limited to, operating system updates, application updates, feature access, and settings access. Devices are configured for Transfinder applications and end users only have access to settings and applications that are approved by Transfinder.

11. Entire Agreement

This Agreement constitutes the full understanding between the parties regarding hardware and service use and supersedes any prior agreements, written or oral. Any modifications must be in writing and signed by both parties.

Acknowledgment

By signing below, Client acknowledges and agrees to the terms set forth in this Agreement.

SHIP TO ADDRESS (Required for Hardware)

_____

Attention / Contact

_____

Street Address

_____ _____ _____

City **State** **ZIP Code**

Federal Tax ID#: **Purchase Order #:**

_____ _____

LICENSEE — Choctaw-Nicoma Park School District

Name and Title: _____

Authorized Signature: _____

Date: _____