

CONTRACT DOCUMENTS

**LANCASTER COUNTY
NEBRASKA**

**RTA Fleet Management Software
Sole Source SS-61**

**Ron Turley Associates, Inc.
17437 North 71st Drive, Suite 110
Glendale, AZ 85308
800-279-0549**

**LANCASTER COUNTY
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **Ron Turley Associates, Inc., 17437 North 71st Drive, Suite 110, Glendale, AZ 85308**, hereinafter called "Contractor", and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "County".

WHEREAS, the County has caused to be prepared, in accordance with law, Contract Documents for the Work herein described, and has approved and adopted said documents to-wit:

RTA Fleet Management Hosted System, Sole Source No. 61, SS-61

and,

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the County has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:

Agreement per pricing on Attachment A. For purposes of this Contract, a "quarter" shall mean each period of three consecutive calendar months during the Term of this Contract, beginning on September 1, December 1, March 1 and June 1.

2. The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:

The County shall order on an as needed basis for the duration of the contract. The estimated cost of products or services for County agencies shall not exceed \$12,000.00 during the contract term without approval.

3. Laws. The Laws of the State of Nebraska without respect to conflict of laws principles shall govern the rights, obligations and remedies of the Parties under this Contract. During the term of the Contract, the Contractor shall perform all services and/or supply all goods in accordance with the established and applicable standards and in accordance with applicable State and Local laws.
4. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
5. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986.

The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

6. Termination. This Contract may be terminated by the following:
 - 6.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 6.2) Termination for Cause. The County may terminate the Contract for cause if the Contractor:
 - 6.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 6.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 6.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the County will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
 - 6.3) In the event the Contract is terminated prior to the conclusion of a quarter, the fees for the quarter during which the termination occurs shall be prorated according to the proportion that the period from the beginning of the quarter to the date of termination bears to the full quarter in which termination occurs. Within 14 calendar days of the effective date of termination, Contractor shall refund to County any fees previously paid by County to Contractor for the quarter in which termination occurs that are in excess of the prorated amount.
7. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
8. Period of Performance. This Contract shall be effective September 1, 2017 through August 30, 2019. At the conclusion of the two (2) year term, the parties may renew the contract only upon mutual written agreement of the parties.
9. Payment. The Owners will initiate payment within thirty (30) calendar days after:
 1. All work has been performed and all equipment or other merchandise has been delivered.
 2. All such labor and equipment and other materials have met all contract specifications.
 3. All such work has been approved by the Owner.
 4. An invoice has been submitted which corresponds with the contract amount and any subsequent changes.No other payment terms contained in any attachment hereto shall apply to this Contract.
10. Assignment. Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the County. Any assignment without the County's express written permission shall be absolutely void.

11. Venue and Jurisdiction. If either Party brings against the other Party any proceeding arising out of this Contract, that Party may bring that proceeding against the other Party only and exclusively in the Lancaster County District Court in Lincoln, Nebraska, and each Party hereby submits to the exclusive jurisdiction of that court for purposes of any such proceeding. Paragraph 7.5 on page 23, Hosting Services Agreement for Cloud Hosted RTA Fleet Management Software by Ron Turley Associates, part of Attachment A does not apply.
12. Conflicting Terms. To the extent other terms and conditions attached hereto conflict with the terms and conditions stated herein, the parties agree that conflicts among the documents comprising this Contract shall be resolved according to priority, and that a documents priority shall be determined according to the order in which the document appears in the list below in section 13. Paragraph 7.7 on page 23 regarding additional terms of Customer of Attachment A do not apply.
13. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Attachment A
 3. Sales Tax Exemption Form 13

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - Keyword: Bid - Awarded or Closed bids.

This Contract contains the complete and entire Contract between the parties and may not be altered or amended except in writing executed, making specific references to this Contract, by a duly authorized officer of the Contractor and by a duly authorized official of the County.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the County do hereby execute this contract upon completion of signatures on:

Vendor Signature Page
Lancaster County Signature Page

Vendor Signature Page

**RTA Fleet Management Hosted System
SS-61
Lancaster County
Ron Turley Associates, Inc.**

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Ron Turley Associates

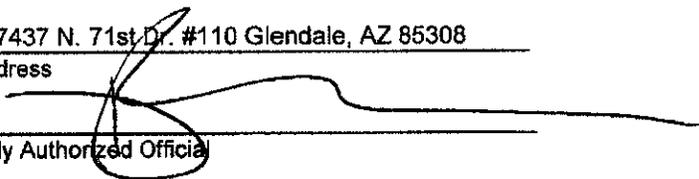
Name of Corporation

Secretary

Seal

17437 N. 71st Dr. #110 Glendale, AZ 85308

Address

By: 
Duly Authorized Official

Secretary/Treasurer

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

Lancaster County Signature Page

**CONTRACT
RTA Fleet Management Hosted System
SS-61
Lancaster County
Ron Turley Associates, Inc.**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

Attachment A



RON TURLEY ASSOCIATES, INC.

FLEET MANAGEMENT SOFTWARE & SUPPORT SERVICES

20823 N. 19th Ave., Suite 4

Phoenix, AZ 85027

Phone: 800-279-0549 (USA) • 800-473-5338 (CN) • 623-581-2447 (Worldwide)

Website: www.rtafleet.com Email: rta@rtafleet.com • sales@rtafleet.com • tech@rtafleet.com

May 19, 2017

Ron Bohaty
Lancaster County
444 Cherrycreek Road Bldg. C
Lincoln, NE 68528

Ron,

Thank you for the opportunity to quote the RTA Fleet Management Hosted System as a solution to your equipment information needs. We are confident that our software, expertise and experience will be an asset to your operation.

Quoted Hosted Software: (Pricing is based on a two (2) year contract)

Hosted Setup Fee with Data Migration.....	\$ 500.00
Current Annual Support Fee Credit.....	\$ < 463.00 >
First Quarter Hosting Fee.....	<u>\$ 1,440.00</u>
Total Initial Investment.....	\$ 1,477.00
Price Includes:	
Free Unlimited Technical Support	
Free Updates and Enhancements	
Free Simultaneous Backups	
RTA Users Group Membership	
Quarterly Hosting Fee for 10 User Logins.....	\$ 1,440.00

The setup fee would entail setting up the server and installing the RTA Fleet Software on our hosted environment. You could then connect from anywhere 24/7 on a very fast connection to work in software, run reports etc. We do the backups. And you get to enjoy the service. The best part is that we update and support your software. **You will be invoiced on a quarterly basis.** *The hosting fee includes unlimited support.* If you have any questions, please feel free to call me at 866-583-4514.

Sincerely,

A handwritten signature in black ink that reads "Jan Smith".

Jan Smith
Sales Representative

Signed: _____ Date: _____ PO#: _____



RON TURLEY ASSOCIATES, INC.

FLEET MANAGEMENT SOFTWARE & SUPPORT SERVICES

17437 North 71st Drive Suite 110

Glendale, AZ 85308

Phone: 800-279-0549 (USA) • 800-473-5338 (CN) • 623-581-2447 (Worldwide)

Website: www.rtafleet.com Email: rta@rtafleet.com • sales@rtafleet.com • tech@rtafleet.com

RTA Sole Source

This document herein verifies that Ron Turley Associates, Inc. located at 17437 North 71st Drive Suite 110 in Glendale, Arizona, is the sole source/single supplier of the RTA Fleet Management Software System. Ron Turley Associates, Inc. is the manufacturer and vendor for the RTA Fleet Management Software and holds the sole rights to sell this product and upgrades, provide all technical support and training services

Ron Turley Associates, Inc. is the publisher and holds the copyrights for the software. RTA owns the sole rights to the software source code and is the only company that can produce the software and assign use of the license to operate the software.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jan Smith', written in a cursive style.

Jan Smith
Vice President
Ron Turley Associates, Inc.

March 16, 2017

RTA Fleet Management Software

Cloud Hosting



Cloud Hosting

Improve access, speed, and performance through RTA's cloud hosting solution. RTA's affordable hosting service boasts exceptionally fast-performing servers, allowing access to the RTA system from anywhere in North America where there is an internet connection.

Let RTA do the work by eliminating the need to provide system maintenance, routine backups, security and support updates. RTA offers unparalleled support and assumes installation updates, performs automatic and frequent system backups, and modifies system users. Reduce the chances of data corruption and experience increased security and hacking protection of your data while on RTA's hosted system.

Updating to RTA's Cloud Hosting Plan is Pain Free

RTA technicians install your software on RTA servers without interruption to your operation. RTA establishes users, security, printers, fuel system connections, and software interfaces to achieve optimal software performance.

Features:

- Files are copied to/from RTA servers
- Print to local or network printers
- RTA's barcode scanners and printers are supported
- Third-party RDP software available for Android and iOS devices
- RTA manages user access
- Client retains control of application security settings

Hosting Service Includes:

- Load-balanced database servers
- Fault-tolerant RAID storage
- Windows Server RemoteApp to serve RDP clients
- Secure SSL encrypted connection to RTA's servers
- Upgrades and maintenance of servers, hardware, and RTA software
- User server login management (to update employee status)

Hosting Locations, Data Storage, and Backups:

- Primary data center in Phoenix, Arizona; additional back-ups at a remote data center - data centers are SAS 70 Type II certified
- Multiple, daily backups
- Access to information is regulated by physical controls and safeguards, backed by SSAE 16 SOC II Type II audits*
- Servers are configured to time zone of local client (clients operating across multiple time zones RDP version 5.1 or newer required)

System Requirements at Your Locations (Customer/User Sites):

- Windows XP SP3 or newer is supported for SSL encryption support, Windows 7 or Windows 10 are recommended
- RDP client is included on all Windows-based computers
- Stable internet connection with a minimum of 15 Kbps bandwidth per user for normal use**
- Firewall must allow connection to our servers (port 3389)

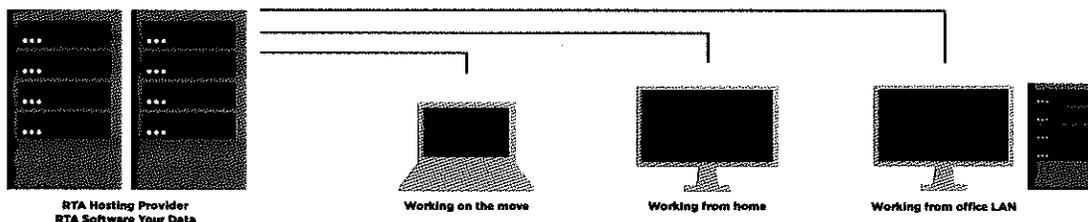
Security:

RTA employs the best available cyber security to insure a secure system. RTA conducts daily backups to protect data from outside threats. RTA's internal security and user rights remain.

**SSAE 16 Certification includes design assessments and effectiveness tests of policies and procedures, system availability, environmental controls, physical security, logical security, and infrastructure management.*

***More bandwidth is required for video playback support over the connection*

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RTA Cloud Hosting Service Level Agreement

1. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between *Ron Turley Associates, Inc.* and Customers with an active contract for Cloud Hosted Fleet Management Software service and IT services required to support and sustain the product or service.

This Agreement remains valid until superseded by a revised agreement. This Agreement outlines the parameters of all services covered as they are mutually understood by RTA and contracted customers using the service. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent service, support and delivery to the Customers by Ron Turley Associates, Inc.

The **goal** of this Agreement is to obtain mutual agreement for service provision between Ron Turley Associates, Inc. and contracted customers.

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.

- Match perceptions of expected service provision with actual service, support & delivery.

3. Service Agreement

The following detailed service parameters are the responsibility of Ron Turley Associates, Inc. in the ongoing support of this Agreement.

3.1. Service Scope

The following Services are covered by this Agreement;

- Manned telephone support
- Monitored email support
- Software monitoring
- Data Center monitoring
- Service Uptime

3.2. Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

- Payment for service related invoices at the agreed interval.
- Reasonable availability of customer representative(s) and/or Customer IT staff when resolving a service related incident or request.
- Customer IT staff is responsible for local computers, printers, and local network infrastructure maintenance.
- Customer IT staff is responsible for maintaining a suitable internet connection and communication with applicable Internet Service Providers.
- Customer will notify RTA by email (hosting@rtafleet.com) of changes in staff requiring addition or deletion of server user accounts within 1 business day.
- Customer maintains user accounts and user privileges within the RTA Fleet Management Software.
- Provide information about hours of operation to assist service administrators in scheduling planned maintenance for minimal disruption to Customer.

- If hours of operation coincides with RTA business hours, work with service administrators to accommodate necessary maintenance during business hours.

3.3. Service Provider Requirements

Ron Turley Associates, Inc. responsibilities and/or requirements in support of this Agreement include:

- Installing, configuring, and maintaining servers and network infrastructure related to the service.
- Maintaining disk storage related to the service.
- Perform and retain backups of Customer data for the duration of contract plus 90 days.
- Meeting response times associated with service related incidents.
- Appropriate notification to Customer for scheduled maintenance which would occur during Customer's normal operating hours (operating hours provided by Customer to RTA during initial setup of the service).
- Install upgrades and updates to the Fleet Management Software.
- Monitor performance metrics related to proper operation of the service.
- Provide access to data backups on an automated, scheduled should Customer desire to archive a local copy of the data backup files. Customer will submit request to service administrators (hosting@rtafleet.com) if access to data backups is desired.
- Use commercially reasonable efforts to make the service available with a Monthly Uptime Percentage of at least 99.8%, in each case during any calendar month. In the event Ron Turley Associates does not meet the Service Commitment, you will be eligible to request a Service Credit. If the monthly uptime is between 99.5% and 99.79%, you may request up to 10% of your monthly service charge. If the monthly uptime is less than 99.5%, you may request a credit of 50% of your monthly service charge.

3.4. SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of service or performance issues: (i) that result from a suspension of the Agreement; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the

physical point at which the private network of Ron Turley Associates' data center connects to the public network; (iii) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (iv) that result from any scheduled maintenance, with at least 48 hours notice provided to customer via email; (v) that result from any routine scheduled maintenance outside of customer's normal business hours; (vi) arising from our suspension and termination of your right to use the Fleet Management Software service in accordance with the Agreement. If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.

4. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

4.1. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Access to the service: 24/7 (99.8% uptime)
- Telephone support : 5:00 A.M. to 5:00 P.M. Monday – Friday
 - Calls received out of office hours will be handled on the next business day
 - Calls received on holidays will be handled on the next business day
- Email support: Monitored 5:00 A.M. to 5:00 P.M. Monday – Friday
 - Emails received outside of office hours handled on the next business day
- Software monitoring: Monitored 5:00 A.M. to 5:00 P.M. Monday – Friday
 - RTA Fleet Management Software records error conditions to a log file when possible. RTA service administrators monitor the logs and perform necessary actions during business hours.
- Data Center monitoring: 24/7
 - Server hardware and data center network are monitored with industry standard tools 24/7 by RTA service administrators as well as technicians

on duty at the contracted Network Operations Center where RTA servers are located.

4.2. Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service related incidents and/or requests submitted by the Customer within 0-4 hours (during business hours).

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Hosting Services Agreement for Cloud Hosted RTA Fleet Management Software by Ron Turley Associates

This Customer Agreement (the "Agreement") is between you and Ron Turley Associates ("RTA"). You are agreeing to this Agreement not as an individual but on behalf of your company, "Customer" or "you" means your company, and you are binding your company to this Agreement. RTA may modify this Agreement from time to time, subject to the terms in Section 8 (Changes to this Agreement).

This agreement takes effect when you click on the "I accept" (or similar button) that is presented to you at the time of your Order, or by using or accessing RTA's Cloud Hosted Fleet Management Software. You represent to us that you are lawfully able to enter into contracts. If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity.

1. Service Provided and Customer's Use of the Service

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1. RTA will allow the Customer to access software provided by RTA through use of an encrypted and password protected RemoteApp RTA will provide software, including installation, maintenance, support, and periodic upgrades; and database administration services (dba), including operating system/security (collectively the "Service").
2. The Customer is hereby granted a non-exclusive, non-transferable, limited license to access and use the Service subject to the terms and conditions contained in the Agreement.
3. RTA does not review or pre-screen the contents of electronic data uploaded or posted to the Service ("Content") by the Customer, and RTA claims no intellectual property rights with respect to the Content.
4. The Customer agrees not to reproduce, duplicate, copy, sell, resell, or exploit access to the Service, use of the Service, or any portion of the Service, including, but not limited to the HTML or any visual design elements without the express written permission from RTA.
5. The Customer agrees not to modify, reverse engineer, adapt or otherwise tamper with the Service or modify another website so as to falsely imply that it is associated with the Service, RTA, or any other software or service provided by RTA.
6. The Customer agrees not to use the Service in any manner which may infringe copyright or intellectual property rights or in any manner which is unlawful, offensive, threatening, libelous, defamatory, pornographic, and obscene or in violation of the Agreement.
7. The Service is protected by United States and international copyright laws and treaties, as well as other laws and treaties. Except for the non-exclusive license granted ^

pursuant to the Agreement, the Customer acknowledges and agrees that all ownership, license, intellectual property and other rights and interests in and to the Service shall remain solely with RTA.

8. RTA reserves the rights at any time, and from time to time, to modify or discontinue, temporarily or permanently, any feature associated with the Service, with notice.
9. RTA reserves the right to temporarily suspend access to the Service for operational purposes, including, but not limited to, maintenance, repairs, or installation of upgrades, and will endeavor to provide reasonable notice prior to any such suspension. Refer to the Service Level Agreement for details.
10. The Customer understands and acknowledges that RTA utilizes a SSAE 16 SOC II Type II certified data center and network equipment provided by a third party company. While RTA has taken steps to ensure that all information is held in a secure fashion, the possibility exists that the data center may fail and the Customer's data may be lost. Additionally, RTA cannot be held responsible for any data loss occasioned by the actions or inactions of the third party.
11. RTA will provide access to data backups on an automated, scheduled interval should Customer desire to archive a local copy of the data backup files. Email hosting@rtafleet.com to request this additional service option. No additional fee is charged for this optional service.
12. The Customer understands and agrees that RTA cannot and does not control the flow of data to or from the network or on other portions of the internet. At times, actions or inactions of third parties may impair or disrupt Customer's

connections to the internet or portions thereof. The Customer releases RTA from any liability resulting from or relating to such events. Refer to the Service Level Agreement for details.

2. Payment

1. The Customer will pay RTA on a recurring basis due on or before the first day of each period as outlined in the pricing proposal provided by an RTA Account Manager.
2. Such payments will begin upon execution of the Agreement and will continue on the recurring basis as specified in the pricing proposal following execution of the Agreement. Any payments made are non-refundable. Any payments received after the first day of each calendar month are subject to a late fee equal to one and one-half percent per month, calculated on a daily basis.
3. No refunds or credits will be issued for partial months that the Customer utilizes the Service.
4. If the Customer fails to pay any payment due within Thirty (30) days of the due date, RTA shall have the right to suspend the Customer's access to the Service or take any other steps necessary to ensure payment.
5. Customer may purchase upgrades to the software or service at any time during the term of the agreement, such as additional vehicle asset licenses, additional user licenses, or software add-on modules. Applicable pricing increase for the upgrades will apply.

3. Term of Service

1. If Customer should wish to cancel the Agreement, it may do so by providing thirty (30) days notice to RTA of intent to cancel, and paying all outstanding charges.

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2. The Agreement shall continue on a month-to-month basis under the same terms as the Agreement, subject to mutual cancellation at any time upon thirty (30) day written notice from one party to the other.
3. RTA, in its sole discretion, has the right to suspend or discontinue providing the Service to any Subscriber, with 30 days notice, for non-compliance with the Agreement, and pursue any other remedy legally available to it.
4. Upon cancellation or termination of the Agreement, RTA will provide a system backup which will be made available for download by Customers who have purchased the Fleet Management Software and paid for in full.
5. Upon cancellation or termination of the Agreement, all Content associated with such subscription will be irrevocably deleted from the Service after 90 days, and RTA will have no obligations to maintain such Content thereafter.
6. Upon cancellation or termination of the Agreement, RTA will provide the option to purchase the software and include a system backup to Customer's who are leasing the Fleet Management Software or are purchasing the software but have not yet paid for in full.
7. All outstanding balances must be paid in full prior to system backups being delivered to Customer per sections 3e or 3f.

4. Customer Obligations

1. Customer shall designate, in writing, contact information for at least two representatives, including emergency contact information. Such representatives shall be notified in the event of any emergency situation related to the Service. Any obligation of RTA related to any emergency situation shall be completed once RTA contacts either of the

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representatives either by telephone or by sending an email message to a representative. If the Customer fails to designate such emergency contacts, RTA shall have no obligation in an emergency situation.

2. The Customer shall comply with all reasonable requests of RTA, including, but not limited to, delivering information to RTA such as is necessary to perform the Service. RTA shall not be liable for any failure to deliver the Service that is caused by the failure of the Customer to comply herewith.

5. Representations of the Parties

1. Each party hereto represents and warrants that as of now, and at all times throughout the Agreement, (1) it is duly organized and has the legal right and authority to enter into the Agreement and to perform its obligations under the Agreement; and (2) the performance of its obligations under the Agreement does not violate any laws or regulations and does not breach any agreements with third parties.

6. Warranty and Limitation of Liability

1. RTA warrants that the Services and intellectual property rights provided by RTA or used by RTA to provide the Services do not infringe on the intellectual property rights of any third party in the United States.
2. RTA and its officers, employees and affiliates shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, damage to the Customer's equipment, goodwill, use, data or other intangible losses, regardless of whether RTA had notice of the possibility of such damages, resulting from the use of

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the Service, except in the event of such damages arising out of or relating to the negligent act or omission of RTA, its officers, employees, agents or affiliates.

3. Notwithstanding anything to the contrary in this Agreement, RTA shall abide by all of its established security procedures and its online privacy policy, if applicable, in all respects; shall at all times comply with its privacy policy and all applicable laws, rules and regulations, and shall use commercially reasonable efforts to prevent the accidental unauthorized use, copying or disclosure of the Customer's personal information. RTA shall maintain reasonable security measures designed to ensure the confidentiality of such personally identifiable data and to protect it from unwarranted, accidental or unauthorized access, disclosure, modification or destruction.
4. RTA will defend, indemnify and hold harmless Customer and its affiliates, its respective shareholders, directors, officers, employees, subcontractors, agents and representatives during and after the Term of this Agreement from and against any and all third-party claims, demands, suits, judgments, settlements, losses, liabilities, deficiencies, and expenses of any nature (including reasonable attorneys' fees) exclusively resulting from, or arising exclusively out of RTA's performance under this Agreement, including, but not limited to, any actual or alleged: (i) negligent acts or omissions attributable exclusively to RTA; (ii) any breach of a third party's intellectual property rights allegedly caused exclusively by RTA and/or, for additional clarity, any claim that intellectual property rights furnished by RTA infringes on the intellectual property rights of any third party. RTA specifically disclaims any duties or obligation to defend, ^

indemnify, or pay for any losses, liabilities, claims, deficiencies, and expenses of any nature (including attorneys' fees) incurred by Customer arising out of its own negligence (including passive or active), nonfeasance, or malfeasance or other breach arising out of this Agreement.

7. Miscellaneous Provisions

1. The Customer shall not assign the Agreement without the express written consent of RTA, which shall not be unreasonably withheld. Any assignment contrary to this provision will be null and void. RTA may assign the Agreement or delegate its duties under the Agreement.
2. Any notice required to be given under the Agreement shall be in writing and may be made either by over-night mail or by electronic mail with return receipt requested. Such notice will be deemed given the following business day regardless of the manner in which it was sent. Notice to Customer shall be delivered to the email address for Customer's primary contact on file. Notice to RTA shall be given to the following address/email addresses: billkiff@rtafleet.com and hosting@rtafleet.com.
3. RTA may not use the name of Customer in its marketing efforts or any other use of the name of Customer without prior written consent from Customer.
4. Governing Law: The Agreement shall be construed in accordance with the laws of the State of Arizona, without regard to conflict or choice of laws principles.
5. If any dispute arises regarding any aspect of the Agreement, including whether a party hereto is in breach, the parties shall retain the services of an independent arbitrator through the American Arbitration Association. Such arbitration shall be conducted in Phoenix, Arizona. The

reasonable costs and attorneys' fees incurred by the parties shall be charged against the non-prevailing party in the arbitration.

6. Severability; Waiver. If any provisions of the Agreement are held to be invalid, illegal, or unenforceable under present or future laws, such provisions will be struck from the Agreement or amended, but only to the extent of their invalidity, illegality or unenforceability. The parties remain legally bound by the remaining terms of the Agreement, and the Agreement will be deemed reformed in a manner as consistent as reasonably possible with the original intent of the parties as expressed in the Agreement. Failure of either party to enforce any right under the Agreement will not be deemed a waiver of such right and will not constitute a waiver of its future enforcement of such right or any other rights.
7. Integration; Modification. The Agreement expresses the complete and final understanding of the parties with respect to the subject matter hereof, and supersedes all prior communications between the parties, whether written or oral, with respect to the subject matter hereof. No modification of the Agreement will be binding upon the parties hereto, unless in writing and executed by Customer and RTA. Any additional or different terms in any purchase order or other response by Customer shall be deemed objected to by RTA without need of further notice of objection, and shall be of no effect and in no way binding upon RTA.
8. Headings; Number and Gender. All headings and captions are for convenience only and are of no meaning in the interpretation or effect of the Agreement. Words in the singular include the plural and words in the plural include

the singular, according to the requirements of the context. Words importing a gender or no gender include all genders.

9. The respective rights and obligations of RTA and Customer, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation, the rights and obligations regarding payment, ownership, confidentiality, limitation of liability, and indemnification, shall survive the termination or expiration of the Agreement.
8. Changes to this agreement
 1. We may update or modify this Agreement from time to time. If a revision meaningfully reduces your rights, we will use reasonable efforts to notify you (by, for example, sending an email to the billing or technical contact you designate in the applicable Order, posting on our blog, or in the Product itself). If we modify the Agreement during your License Term or Subscription Term, the modified version will be effective upon your next renewal of a License Term, Support and Maintenance term, or Subscription Term, as applicable. In this case, if you object to the updated Agreement, as your exclusive remedy, you may choose not to renew, including cancelling any terms set to auto-renew.
 2. If you do not agree to the updated Agreement after it becomes effective, you will no longer have a right to use the product. For the avoidance of doubt, any Order is subject to the version of the Agreement in effect at the time of the Order.

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