



Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties put their hands to this Amendment on the dates indicated below.

**FORT BEND COUNTY**


\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

**TRAPEZE SOFTWARE GROUP, INC.**

  
\_\_\_\_\_  
Authorized Agent- Signature

\_\_\_\_\_  
Naomi Schellenberg  
Authorized Agent- Printed Name

\_\_\_\_\_  
Director, Client Services - Transit  
Title

\_\_\_\_\_  
April 7, 2021  
Date

EXHIBIT A: Trip Spark Work Order

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$\_\_\_\_\_ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

# Exhibit A


**Trapeze Software Group, Inc. d.b.a.  
TripSpark Technologies ("TripSpark")**

 5265 Rockwell Dr. Northeast  
Cedar Rapids, IA 52402

Telephone: 1.800.784.9909 Fax 905.238.8408

**WORK ORDER**
**Client Name:** Fort Bend County Public  
Transportation

**Address:** 12550 Emily Court  
Suite 400  
Sugarland, TX 77478  
USA

**Attention:** Leo Bernard jr

**Position:** ITS Manager

**Phone:** (281) 243-6751

**Email:** leo.bernard@fortbendcountytexas.gov

**Fax:** leo.bernard@fortbendcountytexas.gov

**Work Order#:** WO-0108810

**Date Requested:** 01/13/2021

**Requested By:** Leo Bernard jr

**N.B A copy of the purchase order related to the items below MUST be received by TripSpark prior to the performance of any services or delivery of any hardware or software.**

Product Name	Type	Quantity	Unit Price	Total Price
Novus-DR-Core : Service	Service	1	\$7,600.00	\$7,600.00

<b>**Total:</b>	\$7,600.00 <i>Plus</i> <i>Applicable Sales Tax</i>
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*This Work Order between Trapeze Software Group, Inc. d.b.a TripSpark Technologies ("TripSpark" or "Seller") and ("Client" or "Buyer") is governed by the terms of conditions of the agreement in place between the parties, with the exception of warranty which shall be governed by Section 5 ("Warranty") as stipulated under TripSpark Terms and Conditions of Sale, Attachment 1, and Statement of Work, Attachment 2 of this Work Order. If there is no current agreement in place between the parties then the TripSpark Terms and Conditions of Sale, Attachment 1 hereto, shall govern this Work Order. All other terms and conditions are excluded from this Work Order and shall have no effect whatsoever.*

Work will be billed per the statement of work, if applicable. Where no statement of work is present work will be billed upon completion of services or upon shipment of hardware, as described on the work order.

**Trapeze Software Group, Inc.**
**Director, Client Services**

April 7, 2021

**Date**
**Fort Bend County Public Transportation**
**Date**

**\*\*Price valid for thirty (30) days. All Prices in US dollars.**

*In addition to the services and/or fees payable by Client to use taxes (but excluding taxes based on the net income of TripSpark resulting from this Work Order) shall be the responsibility of the Client. If any withholding tax or similar levy is applicable to the fees or other amounts payable to TripSpark, Client shall pay such additional amount as shall result in TripSpark receiving the total amount of the fees and/or services or other amounts it would have been paid but for such tax or levy. TripSpark requires a response within 30 calendar days. After 30 days this work order will expire.*

## Attachment 1

**TripSpark**  
**Terms and Conditions of Sale**

**1. GENERAL.**

These Trapeze Software Group, d.b.a. TripSpark Technologies (the "Seller") terms of sale, quote letter and all attachments hereto are provided as part of an offer to enter into a contract for the purchase and supply of Goods and/or Services. Buyer's (as Buyer is defined in the quote letter accompanying these terms) issuance of a purchase order and/or execution of the quote letter will constitute an acceptance of this offer on the terms hereof and shall create a binding contract. Buyer agrees that any terms associated with the Buyer's purchase order shall be for administrative purposes only and shall not form a part of this contract. Any modifications proposed by Buyer are not a part of this contract in the absence of Seller's written assent. As used in these Standard Terms and Conditions of sale "Goods" shall mean the equipment ("Equipment") sold and delivered hereunder, including any embedded software ("Software") licensed in conjunction with said Equipment, limited to spare and repair parts. "Services" shall mean the labor described under this quotation, which shall be provided by Seller and/or authorized representatives.

**2. PRICES.**

2.1 Unless otherwise agreed by Seller in writing, all prices quoted by Seller: (i) are based on US Dollars, (ii) are exclusive of all brokerage fees and duties, (iii) provide for the Goods Ex Works shipping point (as that term is defined in Incoterms 2013), and (iv) include Seller's standard commercial packaging. Seller reserves the right to deliver, at no change in price, substitute Goods of equal or better capability provided however, that such substitute Goods maintain the form, fit, and functionality of the originally contracted Goods. Partial deliveries are acceptable. Unless otherwise stated, such prices are effective for ninety (90) days from the date of quotation. Except as otherwise specified, the prices stated do not include any state, federal, or local sales, use or excise taxes, now in force or enacted in the future, applicable to the sale, license, delivery, or use of Goods and/or Services, and the Buyer expressly agrees to pay to Seller, in addition to the prices stated, the amount of any such taxes which may be imposed upon or payable by Seller.

2.2 Transportation of Goods shall be by common carrier, at Buyer's risk and expense. Upon request from Buyer to expedite shipments due to delays or other events not caused by Seller, all costs will be paid by Buyer.

2.4 Buyer shall have a reasonable time, not to exceed five (5) days from the date of receipt, to inspect the Goods. Buyer will notify Seller in writing of particular deficiencies of the Goods during the inspection period. Failure to give notice or particularize the deficiencies will result in Buyer's acceptance of the Goods.

**3. TERMS OF PAYMENT AND BILLING.**

Where credit is extended to Buyer, terms of payment shall be net thirty (30) days from date of invoice. Notwithstanding any statement of terms or time of payment to the contrary appearing on the face of the purchase order, Seller reserves the right to require payment in advance of shipment or to ship C.O.D. In the event Buyer fails to pay any invoice when due, in addition to any other right reserved hereunder, Seller reserves the right to suspend or limit performance until all past due sums are paid. It is agreed that risk of loss and title to any Goods described herein, excluding any Software or third party licensed products, shall pass to Buyer at the time and place at which Seller ships the Goods.

**4. INTELLECTUAL PROPERTY RIGHTS.**

Unless otherwise specified herein, neither this contract nor the delivery of any Goods or Services hereunder shall be construed as granting either by estoppel or otherwise, any right in or license under any present or future data, drawings, plans or ideas or methods disclosed in this contract, or under any invention, patent, copyright, trade secret, or other intellectual property now or hereafter owned or controlled by Seller.

**5. WARRANTY.**

The Equipment sold hereunder is subject to the following warranties:

5.1 Seller agrees to repair or replace at its discretion, without charge, any such Equipment, which are defective as to design,

workmanship or material, and which is returned to Seller at its factory, transportation prepaid, provided: (i) notice of the claimed defect is given to Seller within ninety (90) calendar days from date of delivery and the Equipment is returned in accordance with Seller's instructions; (ii) such Equipment shall not be deemed to be defective if, due to exposure to any condition in excess of those published in the product specification, it shall fail to operate in a normal manner; (iii) Seller's obligations with respect to such Equipment are conditioned upon the proper installation and operation of such Equipment by Buyer in accordance with Seller's written directions; and (iv) the warranty stated in this section shall be void if such Equipment is altered or repair is attempted or made by other than Seller or Seller's authorized service center. No warranty is provided by Seller with respect to the Software or any third licensed or hardware products. Separate warranties may be available from the third party developer, distributor or publisher.

Buyer agrees to pay for all service expenses not covered by this warranty at Seller's then current standard service rates.

NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO ANY GOODS SOLD OR SOFTWARE OR SERVICES DELIVERED HEREUNDER, AND THE FOREGOING SHALL CONSTITUTE THE BUYER'S SOLE RIGHT AND REMEDY UNDER THIS AGREEMENT.

**6. LIMITATION OF LIABILITY.**

6.1 Buyer acknowledges and understands that a computer in a vehicle has the potential to distract the driver from the primary task of driving which can compromise a vehicle's safety. Buyer acknowledges and agrees that it is solely responsible for providing and ensuring the proper training of its drivers, owners or operators in the operation of the motor vehicle or motor vehicles in conjunction with the use or operation of the Goods described in this contract. "Motor vehicle" includes any automotive machinery utilized for the transport of persons or goods in which Goods have been incorporated or installed. Buyer shall include this paragraph in any third party agreement it may have in which Goods are provided to a third party.

6.2 Buyer acknowledges and agrees that Seller shall not be liable to Buyer for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by Buyer in conjunction with or separate from the use of the Goods described in this contract including any personal injury claim or action and Buyer shall indemnify and defend Seller from any such claim or action including costs. Buyer shall include this paragraph in any third party agreement it may have in which Goods are provided to a third party.

6.3 IN NO EVENT SHALL SELLER BE LIABLE TO ANYONE FOR ANY SPECIAL, COLLATERAL, EXEMPLARY, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR REMOVAL AND REINSTALLATION OF GOODS, LOSS OF GOODWILL, LOSS OF SAVINGS, LOSS OF PROFITS, OR BUSINESS INTERRUPTION) ARISING OUT OF THE SERVICES, OR THE USE OF OR INABILITY TO USE ANY GOODS DESCRIBED HEREIN EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER PRODUCT, OR OTHER MATERIALS EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES. SELLER'S TOTAL AGGREGATE LIABILITY HEREUNDER WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SHALL IN NO EVENT EXCEED THE FEES PAID BY BUYER TO SELLER FOR THE SOFTWARE, EQUIPMENT OR SERVICES GIVING RISE TO A CLAIM.

**7. FORCE MAJEURE.**

Except for payments due from Buyer to Seller hereunder, neither party shall be responsible for delay or failure to perform any part of this contract if such delay or failure to perform is caused, directly or indirectly, by an occurrence beyond that party's reasonable control, including, but not limited to, supplier limitations, fire, epidemics, floods, accidents, earthquakes, hurricanes, war (declared or undeclared), terrorist acts, blockades, embargoes, acts, demands or requirements of any

government, restraining order of any courts, acts of God or other events of force majeure.

#### **8. PATENT AND INTELLECTUAL PROPERTY INDEMNIFICATION.**

8.1 Seller agrees that it will defend, at its own expense, all suits against Buyer for infringement of any intellectual property, including by not limited to, patents, copyrights and trademarks, covering, or alleged to cover, the Goods described herein in the form sold by Seller and Seller agrees that it will pay all sums which, by final judgment or decree in any such suits, may be assessed against the Buyer on account of such infringement, provided that Seller shall be given: (i) immediate written notice of all claims of any such infringement and of any suits brought or threatened against Buyer and (ii) authority to assume the sole defense thereof through its own counsel and to compromise or settle any suits so far as this may be done without prejudice of the right of the Buyer to continue the use, as contemplated, of the Goods so purchased. If in any such suit so defended the Goods are held to constitute an infringement and its use is enjoined, or if in the light of any claim of infringement Seller deems it advisable to do so, Seller may either procure the right to continue the use of the same for the Buyer, or replace the same with a non-infringing product, or modify said Goods so as to be non-infringing, or, if the foregoing options are not reasonably available, take back the infringing Goods and refund some of the purchase price taking into account a reasonable allowance for use, damage, or obsolescence.

8.2 If the infringement by the Buyer is alleged prior to completion of delivery of the Goods under this contract, Seller may decline to make further shipments without being in breach of this contract, and provided Seller has not been enjoined from selling the Goods to Buyer, Seller agrees to supply such Goods to the Buyer at the Buyer's option, whereupon the indemnity obligation herein stated with respect to Seller shall reciprocally apply with respect to the Buyer.

#### **9. SOFTWARE LICENSE FOR EQUIPMENT SPECIFIC SOFTWARE.**

9.1 Any Software embedded in the Goods delivered hereunder is intellectual property of Seller or a third party licensor, and shall remain the sole and exclusive property of Seller or its respective licensors. Seller grants the Buyer a perpetual, non-exclusive license to use the Software only in or with the Goods sold hereunder. The Buyer shall not copy, modify, or disassemble the Software, or permit others to do so. Buyer shall not transfer the license granted hereunder or possession of the Software except as part of or with the Goods, such transfer being subject to the restrictions contained herein. This license shall automatically terminate upon any breach or default by Buyer of this contract or in the event that there is filed by or against the Buyer any petition in bankruptcy or reorganization or for the assignment of this license for the benefit of Buyer's creditors. Buyer agrees to use the licensed Software only as provided herein. Buyer agrees that it will take appropriate action by instruction, agreement, or otherwise with its employees permitted access to licensed Software to notify its employees of its obligation under these terms with respect to use, reproduction, protection, and security.

9.2 The Goods sold hereunder may include third party software licensed to Seller, including but not limited to: (i) Microsoft Corporation; (ii) Here, formerly NAVTEQ North America, LLC; (iii) Telogis, Inc.; (iv) Yellowfin International Pty Ltd.; (v) Nuance Communications, Inc., formerly Loquendo S.p.A. The terms of Seller's software license grant apply to the use of the third party software and the licensors of such software are third party beneficiaries of the rights granted under those terms. Buyer may only transfer any embedded software product with the Goods in accordance with the terms and conditions of this contract.

#### **10. RESOLUTION OF DISPUTES.**

10.1 The parties shall attempt to resolve any dispute arising out of or relating to this contract promptly by negotiation in good faith between executives who have the authority to settle the dispute. Any party shall give any other party written notice of any dispute not resolved in the ordinary course of business. Within seven (7) business days after delivery of such notice, the party receiving notice shall submit to the other a written response thereto. All reasonable requests for information made by one party to any other shall be honored in a timely fashion. All negotiations conducted pursuant to this section (and any of the parties' submissions in contemplation hereof) shall be kept confidential by the parties and shall be treated by the parties and their representatives as compromise and settlement negotiations under the Federal Rules of Evidence and any similar state rules.

10.2 If the matter in dispute has not been resolved within thirty (30) calendar days of the initial dispute date, either Party (the "Claimant") may submit the dispute to binding arbitration in the State of Delaware in accordance with the rules and procedures set forth in the *Commercial Arbitration Act (Delaware)*. The

arbitration shall be conducted by a single, commercially-experienced arbitrator selected by mutual agreement of both parties, and pre-hearing discovery shall be permitted if and only to the extent determined to be necessary in order to effectuate resolution of the matter in dispute. If the parties cannot agree on an arbitrator within fourteen (14) calendar days of the first nomination for appointment, the parties shall refer the appointment of an arbitrator to ADR Chambers. The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Delaware. Equitable remedies shall be available from the arbitrators. Consequential, punitive, exemplary, indirect or similar damages shall not be awarded by the arbitrators, although attorneys' fees and the costs of arbitration may be assessed against either or both parties. Any provisions of the award which are determined to be unenforceable in any jurisdiction, shall as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. The arbitrators' decision shall be rendered within thirty (30) days of the conclusion of any hearing hereunder and the arbitrators' judgment shall be final and binding on the parties. Any award and judgment may be entered and enforced in any court of competent jurisdiction.

10.3 Resolution of disputes under the procedures of this section shall be the sole and exclusive means of resolving disputes arising out of or relating to this contract.

#### **11. EXPORT CONTROLS.**

Buyer acknowledges and agrees that any Goods purchased by it from Seller may be subject to export controls imposed by the United States Government under various federal laws, including but not limited to, the Export Administration Act of 1979, as amended (the "Act"), and/or successor legislation, and the regulations promulgated thereunder. Buyer agrees not to export or re-export any Goods without complying with the Act.

#### **12. CANCELLATION. ORDER CANCELLATION OR RESCHEDULE.**

Any cancellation or delivery reschedule requires prior written authorization by Seller. Goods in continuous production may be subject to a minimum ten percent (10%) cancellation charge. There will be no charge for rescheduling a delivery, but pricing will be subject to the price list in effect at the time of the new delivery date. Goods not in continuous production are subject to cancellation or reschedule charges commensurate with the impact of the action on Seller. Charges for canceling or rescheduling the delivery of Goods not in continuous production will be determined at the time authorization is granted.

#### **13. GOODS RETURNED FOR CREDIT.**

Any Goods to be returned for credit requires prior written authorization by Seller. Goods authorized for return may be subject to a minimum fifteen percent (15%) return charge. The exact return charge will be determined at the time return authorization is granted.

#### **14. NATURE OF RELATIONSHIP.**

Seller and Buyer are independent contractors. This contract does not, and shall not be deemed to make either Seller or Buyer the agent or legal representative of the other for any purpose whatsoever, and Buyer shall not have any right or authority to assume or create any obligation, warranty or responsibility whatsoever, express or implied, on behalf of Seller, or to bind Seller in any respect whatsoever.

#### **15. ASSIGNMENT.**

Neither party may assign any rights or obligations under this contract without the written consent of the other, which shall not be unreasonably withheld, except that Seller may assign this contract without consent to any subsidiary or affiliated company or by way of merger or acquisition.

#### **16. MODIFICATION.**

This contract may not be changed, modified or amended except in writing signed by duly authorized representatives of the parties.

#### **17. GOVERNING LAW.**

This contract shall be governed, construed and interpreted under and pursuant to the substantive laws of the State of Delaware, excluding its choice of law rules, and the parties agree that the "UN Convention for the International Sale of Goods" is expressly excluded. Seller shall be subject to federal, state, and local governmental laws only as they apply to Seller's performance under this Work Order and shall:

- (i) be in effect only to the extent that such clauses are applicable to the subject matter hereof;
- (ii) have a DBE content requirement of 0%;
- (iii) not transfer ownership of any intellectual property;
- (iv) not include bonding requirements;

- (v) not include any liquidated damages under the final contract; and
- (vi) not exceed the limitation of liability and indemnification obligations under this Work Order.

Further, should such federal, state, and local government requirements change, including but not limited to causing the scope, schedule, or deliverable to change then the parties agree Seller shall be allowed and equitable adjustment. Finally, Seller makes no representation that Seller or its subcontractor's Services, software, hardware and related documentation contain features and functionality that is Buyer compliant or meets any specific requirements pursuant to any federal, state, and local governmental laws.

#### **18. INTEGRATION.**

These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire contract and the complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any provisions on the face and reverse side of Buyer's purchase order or any prior agreement inconsistent with the provisions hereof concerning the matters specified herein and any representations, promises, warranties or statements made by either party that differ in any way from the terms of this contract shall be given no force or effect. Seller and Buyer specifically represent each to the other that there are no additional or supplemental agreements between them related in any way to the Goods or the use of Services thereof, unless copies of the same are presently attached hereto and made a part hereof. Seller's failure to object to terms contained in any communication from Buyer will not be a waiver of the terms hereof. The headings of the sections herein have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

#### **19. SEVERABILITY OF TERMS; WAIVER.**

Waiver by Seller of any default of Buyer hereunder shall not be deemed a waiver of any other default of Buyer. The express provision herein for certain rights and remedies of Seller shall not be construed to deprive Seller of any other rights and remedies to which it would otherwise be entitled under applicable law. The invalidity of the whole or in part of any provisions hereof shall not affect the validity of any other provision.

#### **20. CONFIDENTIALITY**

Buyer agrees that any and all confidential information, in oral or written form, whether obtained from Seller, its agents or assigns, or other sources, or generated by Buyer pursuant to this contract shall not be used for any purpose other than fulfilling the requirements of this contract. Buyer further agrees to keep in absolute confidence all data relative to the business of Seller and their agents or assigns. No news release, including but not limited to photographs and film, public announcement, denial or confirmation of any part of the subject matter of any phase of any program hereunder shall be made by Buyer without prior written approval of Seller. Buyer shall promptly give Seller written notice of any request for disclosure of Proprietary Information designated by Seller as "Confidential" or "Trade Secret" prior to disclosure to allow Seller the opportunity to seek injunctive relief or such other relief as may be appropriate and shall fully cooperate with Seller, at Seller's expense, in seeking confidential treatment for any such disclosure.

Buyer acknowledges that compliance with this Confidential Information section is necessary to protect the business and proprietary information of Seller, and that a breach of the same will cause irreparable and continuing damage for which money damages may not be adequate. Consequently, if Buyer breaches or threatens to breach this Confidential Information Section, Seller may seek: (1) temporary, preliminary, or permanent injunctive relief, or other equitable relief, in order to prevent such damage; and (2) money damages, insofar as they can be determined.

## Statement of Work: Remote Health Check & Refresher Training

This document defines the implementation services to be provided by TripSpark for Fort Bend (Customer) as well as the roles and responsibilities of the Customer's staff and resources. All implementation services will be provided remotely, unless otherwise stated.

Unless otherwise indicated, TripSpark will provide 'standard' implementation services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark. Any services beyond what is defined in this document will be considered out of scope, and a Change Order will be required. All implementation services, materials, and training will be provided in English, unless otherwise stated.

### Overview

This implementation involves the following high-level tasks:

- Project Management Services
- Up to three (3) hours of remote review
- Up to two (2) hours for consultation
- Up to two (2) hours for generation of post review report
- Up to six (6) hours for issue resolution
- Up to sixteen (16) hours of remote training services

### Timeline

TripSpark's Project Manager will reach out within three (3) weeks from the execution of this agreement in order to schedule a kick-off call. The kick-off call shall be scheduled as agreed upon by both parties.

This project can be completed within six (6) weeks of project kick-off.

### Remote Services

TripSpark will provide one (1) technical resource to complete the tasks as outlined below. Health Check Services shall be broken down into sessions as outlined below, Refresher Training Services shall be broken down into 2-4 hour sessions. Sessions must be scheduled within six (6) weeks of project kick-off. Scheduling for the sessions shall be as agreed upon by both parties; rescheduling of sessions is recommended in situations where key staff cannot attend.

The specific list of topics to be covered on each of the sessions will be discussed and agreed upon by both parties. Appendix I of this Statement of Work includes a Customer provided list of topics, the below charts are the TripSpark standard Health Check and Refresher Training topics. TripSpark will assist the Customer in ensuring the agenda can be covered in the time allotted.



**Remote Refresher Training – Recommended Content**

<b>Scheduling &amp; Dispatching</b>	<ul style="list-style-type: none"> <li>• Casual &amp; Subscription Bookings</li> <li>• Scheduling Bookings</li> <li>• Schedule Editor</li> <li>• Dispatch</li> </ul>
<b>Reporting</b>	<ul style="list-style-type: none"> <li>• Ad Hoc Reporting</li> <li>• Management Reporting</li> </ul>
<b>Novus Review</b>	<ul style="list-style-type: none"> <li>• New Features</li> <li>• Navigating Menus &amp; Shortcuts</li> <li>• Client &amp; Location set up</li> <li>• Parameters &amp; Violations</li> </ul>

**Remote Health Check – Recommended Structure**

<b>Phase 1: Review</b>  <b>3 hours</b>	<ul style="list-style-type: none"> <li>• Review of issues that can be identified through the Customer data</li> <li>• Review the level of use of the software: basic, intermediate, or advanced</li> <li>• Review of old or unused data</li> </ul>
<b>Phase 2: Consultation</b>  <b>2 hours</b>	<ul style="list-style-type: none"> <li>• TripSpark and Customer to meet and discuss findings of review</li> <li>• Customer to express any current pain points or key issues</li> <li>• TripSpark to document all information and conversations to use in report generation</li> </ul>
<b>Phase 3: Report</b>  <b>2 hours</b>	<ul style="list-style-type: none"> <li>• TripSpark will generate a written report with recommendations, findings, conclusions, and where applicable provide solutions to any of the Customers addressable issues</li> <li>• TripSpark will document details of the Review and the Consultation phases and provide them to the Customer with the written report</li> </ul>
<b>Phase 4: Train/Resolve</b>  <b>6 hours</b>	<ul style="list-style-type: none"> <li>• TripSpark resources will work with the Customer over 2-hour sessions on training or issue resolution that was identified in the first 3 phases</li> <li>• Custom sessions</li> </ul>



#### For remotely accessed sessions attendees will require:

- Networked computer with access to the internet
- Necessary Software (i.e. WebEx Customer) installed and ready to go
- Telephone or headset and microphone for audio portion

If the items above are not available, TripSpark will work with Licensee to identify alternative arrangements.

## Pricing

The table below presents the total project budget:

Items	Total
Project Management & Implementation Services	\$7,600.00
<b>Total Cost (USD)</b>	<b>\$7,600.00</b>

## Payment Milestones

Below is a milestone-based payment schedule to be implemented during the project rollout:

1. 50% of services due upon execution of agreement
2. 50% of services due upon delivery of services

## Assumptions

The key assumptions that TripSpark has employed while determining the level of effort involved with this implementation are presented below.

- *Customer is responsible for providing a server for their test environment and production environment*
- *Customer must have a Test Environment available with current production data loaded for training purposes*
- *Customer's Novus environment has no customizations*
- *Customer must provide a copy of its database at least a week prior to initial session*
- *Customer must disseminate project status to the internal project team including project sponsors*
- *Customer must schedule required internal resources and personnel to be available to support the activities in this SOW*



## Appendix I:

Current Questions and Topics as identified by the Customer.

#	Questions and Topics	EXAMPLES and SCENARIO
1	The desire of FBCPT is to keep dispatch and scheduling separate so that the variance is accurate. Currently our staff is using schedule editor to make same day changes that SHOULD be done in the Dispatch screens. If there is no other option, how do we keep a clean schedule once these modification are made so that the variance data is accurate?	Driver Reassignments (driver has to be reassigned to cover another route while the route he/she is on is still in-service, Scheduling Errors (customer drop off location is wrong), Adding and Removing Trips, Performing reroutes (unscheduled service)
2	Adhoc Runs (How to enter an adhoc run without adding a master run)	Creating a back-up run for vehicle breakdowns
4	How to use Manage Groups screen to manage clients that belong to groups	WE provide service to a group of clients that belong to HHS. How do we run an HHS client trip report for billing purposes?
5	Reroutes	How can we report on reroutes entered into the system? Unplanned routes that are added day of service that should not affect our contractors performance efficiency rating
6	Added trips due to scheduling errors	Is there a way to flag trips that were added same day due to scheduling errors?
7	Schedule accuracy	How can we ensure that after the schedule is final, it can no longer be edited (Golden copy of schedule data needs to be reported against actual operations)
8	How do we enter and report of service provided by another contractor but still has to be reported under our service?	TEXANA



9	Can screen access be set to read-only?	
13	How can we split runs in Novus?	
15	Can we add a reason for splitting a run in Novus?	
16	Can we add a list of common issues when performing a trip as a drop down user defined field in Driver Mate? Can this data be transferred into the Novus CAD application? If so, where would the data reside and how could be pull it for reporting?	<ul style="list-style-type: none"> <li>• passenger didn't pay fare</li> <li>• mobility device wrong</li> <li>• address/suite error</li> <li>• access issue</li> <li>• excessive baggage</li> <li>• unscheduled additional passenger</li> <li>• no seat-restraint for child</li> </ul>
17	Can a user create a route variation without creating a new master run?	
18	How does the group booking feature work? Can a user book a group of people to the same run at one time?	
19	Can Novus display the DR route on a map on the Manage Booking Screen?	
20	Can Novus display the day of the week instead of just the date in the Manage Booking Screen?	
21	Can mileage decimals be removed in Novus? Setting to round to the nearest whole mile?	
22	Is client creation date recorded in Novus? If so, in what table?	



23	What is the best way to add a client to a group?	Currently we have the data in service types and in the booking subtype. This is not correct and will impact reporting. We would like to use the new Manage Groups screen
24	How to assign an organization to service provided by that organization?	Need to assign DR and Commuter Service to First Transit in order to use the Payroll Hours Report

