

STATE OF TEXAS §
COUNTY OF FORT BEND §

TENTH AMENDMENT TO SOFTWARE LICENSE AND MAINTENANCE AGREEMENT
PURSUANT TO RFP 13-045

THIS TENTH AMENDMENT (“Tenth Amendment”) is entered into by and between Fort Bend County, (hereinafter “Licensee”), a body corporate and politic under the laws of the State of Texas, and Trapeze Software Group, Inc., (hereinafter “Contractor”).

THAT, WHEREAS, the parties have executed and accepted that certain Software and Maintenance Agreement, on May 22, 2013, pursuant to RFP 13-045, and as amended on April 5, 2016; March 14, 2017, June 12, 2018; April 9, 2019; May 5, 2020; June 22, 2021; July 5, 2022; August 22, 2023; and on June 25, 2024 collectively referred to as the “Agreement” and incorporated fully by reference herein for all purposes; and

WHEREAS, by execution of this Tenth Amendment, the Parties desire to amend the Agreement to provide for additional services by Contractor, to increase the total Maximum Compensation for the completion of such services under the Agreement, and to otherwise ratify and confirm all the terms and conditions as set forth therein.

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **License Increase.** The operational metrics of licensed use limitation for TripSpark DriverMate Software product is increased from up to fifty (50) vehicles to up to fifty-seven (57) subject to payment of fees as set forth in Exhibit “B-10” attached and incorporated herein for all purposes.
3. **Scope of Work.** Contractor shall continue to provide Services as set forth in the attached Exhibits “A-10” and “B-10”, incorporated herein for all purposes.
4. **Term.** The term of this Tenth Amendment is effective as of July 1, 2025, and shall expire June 30, 2026, unless terminated sooner pursuant to this Agreement. This Agreement shall not automatically renew but may be subsequently renewed in writing upon agreement of the parties.
5. **Limit of Appropriation.** Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Thirty-Four Thousand, One Hundred and Twenty-Two and 00/100 dollars (\$34,122.00), specifically

allocated to fully discharge any and all liabilities County may incur. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed Thirty-Four Thousand, One Hundred and Twenty-Two and 00/100 dollars (\$34,122.00). In no event will the amount paid by the County for all services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.

6. **Public Information Act.** Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

7. **Certain State Law Requirements for Contracts:** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.

 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies

during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.

- d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
8. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
9. **Understanding, Fair Construction.** By execution of this Tenth Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Tenth Amendment. This Tenth Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
10. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

All terms and conditions of the Agreement, including any addenda or amendments, not modified herein shall remain in full force and effect for the term of Agreement. If there is a conflict between this Ninth Amendment and the Agreement, the provisions of this Ninth Amendment shall prevail with regard to the conflict.

{Remainder of page intentionally left blank}


{Execution page to follow}

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

FORT BEND COUNTY

TRAPEZE SOFTWARE GROUP, INC.

KP George, County Judge



Authorized Agent- Signature

Date

Rafay Usmani

Authorized Agent- Printed Name

ATTEST:

Director, Finance

Title

Laura Richard, County Clerk

11/25/2025

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 34,122.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert E. Sturdivant, County Auditor

EXHIBIT A: Software Maintenance Quote from TripSpark

i:\agreements\2025 agreements\purchasing\it\trapeze software group, inc. (22-it-100999-a3)\trapeze(tripspark) 10th amendment v.2.docx tg

Exhibit A10



Software Support Invoice

Fort Bend County Public Transportation
 Attn: Maria Ramirez
 3737 Bamore Rd.
 Rosenberg, TX 77471

Invoice T SMAU250194
Date April 28, 2025
Customer ID FOR003US
Contract No. 0000002434
Due date May 28, 2025
Contract type 635MAIN
Project No 7390-561

For billing inquiries contact:
 ar@tripspark.com
 Toll Free: 1-800-265-3617; Option 1, 3
 Local: 905-267-5400; Option 3

Maintenance Purchase Order No :		
DRIVERMATE Up to 50 Paratransit Vehicles Coverage period 7/1/2025 - 6/30/2026	\$25,520.00	
Subtotal	\$25,520.00	
State Tax -	\$0.00	
Total payable in USD		\$25,520.00

Please make payment to following:

For ACH Payments:
 Wells Fargo Bank
 420 Montgomery Street
 San Francisco, CA 94104

Account Title: Trapeze Software Group Inc
 Account Number: 4175554583
 ACH/WIRE Routing Number: 121000248

Mailing Address:
 Trapeze Software Group Inc.
 Lockbox #203132
 PO Box 203132
 Dallas TX 75320-3132

Interest may be charged on overdue amounts not paid by the specified due date.

TripSpark Technologies is a business name and operating division of Trapeze Software Group, Inc.

Exhibit B10

Fort Bend - DriverMate Operational Metrics Increase - 7



Item	Product	Licenses	Services	Expenses	Hardware	Installation	Discount	Total
System Components								
DriverMate		\$7,168	\$0	\$0	\$0	\$0	\$0	\$7,168
								\$0
Total								\$7,168
Software Maintenance		Year 1						Total
*DriverMate		\$1,434						\$1,434
		\$1,434						\$1,434
Net New Vehicles		7						

Prices are budgetary only, in US dollars and valid for 90 days.
 All applicable sales/use taxes are additional and payment of such is the sole responsibility of the Licensee.

Payment Terms

Licensee agrees to immediately pay, but no later than thirty (30) days from date of TripSpark invoice, an additional license fee in the amount of \$7,168 USD
 *First year additional maintenance fee in the amount of \$1,434 USD (maintenance fee shall be billed and due on a pro-rated basis to meet a common date with the existing maintenance renewal anniversary date and thereafter, annual maintenance fees shall be subject to TripSpark then current pricing) to increase the operational characteristic limitation for the TripSpark DriverMate Software product from up to fifty (50) vehicles to up to fifty-seven (57) vehicles. For all future annual renewals, Software maintenance is subject to program availability and TripSpark's then current pricing.

Assumptions

General

Licensee is responsible for the computer hardware & off-the-shelf software as per TripSpark's most current specifications.
 SQL must be used for databases for all TripSpark Software