

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

FIFTH ADDENDUM TO SOFTWARE AND MAINTENANCE AGREEMENT
PURSUANT TO RFP 06-101

THIS FIFTH ADDENDUM 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, (hereinafter the "Agreement"), on August 28, 2007, pursuant to RFP 06-101 and amended on May 26, 2015 attached hereto as Exhibit "A" and incorporated by reference herein for all purposes; and

WHEREAS, the following changes are incorporated as if a part of the original Agreement incorporated by reference in the same as if fully set forth verbatim herein:

NOW, THEREFORE, the parties do mutually agree as follows:

1. The time for performance of the Services shall be extended for an additional one (1) year.
2. Contractor shall provide additional Services as set forth in the attached Exhibit B.
3. The Maximum Compensation for the Scope of Services including reimbursable expenses shall be increased by twenty-four thousand eight hundred fifty dollars and no/100 (\$24,850.00). In no case shall the amount paid by County for the Services described in Exhibit B exceed the Maximum Compensation without written approval by both parties.
4. 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 Fifth Addendum and the Agreement for Software and Maintenance Agreement including all previous Amendments Addendums, the provisions of this Fifth Addendum shall prevail with regard to the conflict.

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

Execution Page Follows

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

FORT BEND COUNTY

TRAPEZE SOFTWARE GROUP, INC.



Robert E. Hebert, County Judge



Authorized Agent- Signature

April 5, 2016
Date

Jason Vandenberg
Authorized Agent- Printed Name

ATTEST:

Director of Finance
Title


Laura Richard, County Clerk

March 17, 2016
Date



AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 24,850.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

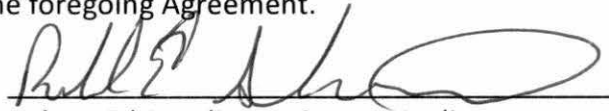

Robert Ed Sturdivant, County Auditor

EXHIBIT A
(ORIGINAL AGREEMENT AND EXECUTED FOURTH ADDENDUM)

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

FOURTH ADDENDUM TO SOFTWARE AND MAINTENANCE AGREEMENT

THIS FOURTH ADDENDUM 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. d.b.a. TripSpark Technologies (hereinafter "Trapeze" or "TripSpark").

THAT, WHEREAS, the parties have executed and accepted that certain Software And Maintenance Agreement, (hereinafter the "Agreement"), on August 28, 2007, attached hereto as Exhibit "A" and incorporated by reference herein for all purposes; and

WHEREAS the parties desire to amend the Agreement to include additional staff training for software services, hereinafter Services, as set forth in the attached Exhibit B; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. Trapeze shall provide additional Services as set forth in the attached Exhibit B. Trapeze's fees shall be calculated at an amount not to exceed twelve thousand eight hundred dollars and no/100 (\$12,800). The Maximum Compensation amount for the performance of Services within the Scope of Services for this Addendum as indicated in Exhibit B shall not exceed twelve thousand eight hundred dollars and no/100 (\$12, 800). In no case shall the amount paid under this Agreement exceed the Maximum Compensation without an approved change order.
2. All performance of the Scope of Services by Trapeze including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by Licensee.
3. Licensee will pay Trapeze based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Trapeze shall submit to Licensee two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to Licensee. Licensee shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. Licensee shall pay each such approved invoice within thirty (30) calendar days. Licensee reserves the right to withhold payment pending verification of satisfactory work performed.
4. The term of performance for Services described in Attachment B shall end on September 30, 2015 unless otherwise agreed upon in writing by both parties.

Execution Page Follows

FORT BEND COUNTY

Robert E. Hebert
Robert E. Hebert, County Judge

Date

May 26 2015

ATTEST:

Laura Richard
Laura Richard, County Clerk

Traverse Software Group, Inc.

AK
Authorized Agent- Signature

ANDREW L POTTER
Authorized Agent- Printed Name

Title

GENERAL MANAGER

Date

MAY 19 / 15



AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 12,800.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

EXHIBIT A

(Original Agreement and Executed First, Second, and Third
Addendums)

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

Between

TRAPEZE SOFTWARE GROUP, INC., an Arizona Corporation ("Trapeze"), with its principal place of business at 8360 East Via de Ventura, Suite L-200, Scottsdale, Arizona 85258, U.S.A.

And

FORT BEND COUNTY, a body corporate and polictic under the laws of the State of Texas ("Licensee"), with its principal place of business at 301 Jackson Street, Richmond, Texas 77469.

Notice Information:

If intended for Trapeze. to:

5800 Explorer Drive, 5th Floor

Mississauga, Ontario, Canada L4W 5L4

Contact: Mary Pavela

Telephone: 1-905-629-8727

If intended for Licensee. to:

12550 Emily Court, Suite 400

Sugar Land, Texas 77478

Contact: Paulette Shelton

Telephone: 1-281-243-7422

Number of Pages in this Agreement including attached Exhibits:

Both parties acknowledge that they have read and fully understand this Agreement and hereby agree to the terms hereof. Licensee expressly acknowledges that no representations other than those contained in this Agreement have been made regarding the goods or services to be provided hereunder, and that Licensee has not relied on any representation not expressly set out herein.

Signed for and on behalf of Trapeze:

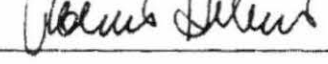
By: 

Print Name: Colin McKenzie

Title: CEO

Date: 8/13/07

Signed for and on behalf of Licensee:

By: 


Print Name: Robert Hebert

Title: County Judge

Date: August 28, 2007



ATTEST:


Dianne Wilson, Ph.D., County Clerk

- 17 - 8-30-07 copy received

NOW THEREFORE, the parties agree as follows:

1. Definitions In this Agreement the capitalized words set out below will have the following meanings:

- "Agreement" this Software License and Maintenance Agreement effectively made between Trapeze and Licensee, and the attached exhibits, all of which form an integral part of this Agreement;
- "Confidential Information" all information obtained by the parties from each other under this Agreement, but does not include any information which at the time of disclosure is generally known by the public.
- "Documentation" the user documentation and training materials pertaining to the Software as supplied by Trapeze;
- "Hardware" the certain hardware as identified in Exhibit B of this Agreement;
- "Software" the certain software as identified in Exhibit A of this Agreement;
- "Source Code" the Software, including all appropriate programmer's comments, data files and structures, headers, files, macros, annotations, and documentation;
- "Third Party Products" equipment, hardware, software, documentation, and/or other intangible materials which is not proprietary to Trapeze.
- "Trade Secrets" the Software, Documentation, and other related information (including all modifications of the Software developed for Licensee) disclosed to Licensee under this Agreement, including trade secrets and other confidential and proprietary information of Trapeze;
- "Upgrades" generic enhancements to the Software that Trapeze generally makes available as part of its long term software support program.

2. Software License In consideration of payments to be made by Licensee to Trapeze as set out below, Trapeze agrees as follows:

- (a) Trapeze hereby grants to Licensee a personal, non-transferable, non-exclusive license to use a production copy of the object code version of the Software in the form supplied by Trapeze and on hardware approved by Trapeze as of the License Date referred to in Exhibit A ("License Date"), restricted to the places of business of the Licensee, for the Licensee's own operations, in accordance with the operational characteristics described in Exhibit A.
- (b) Trapeze hereby grants to Licensee a personal, non-transferable, non-exclusive license to use the Documentation, but only as required to exercise the license granted herein.
- (c) Licensee may make one back-up copy of the Software. Licensee may use the production copy of the Software solely for Licensee's internal business purposes.
- (d) The license to use the Trapeze Malteze Transit Database is granted to Licensee solely for the development of internal reports by Licensee and for the integrated operation of Trapeze software components. Unless expressly included herein, all other access rights to the Trapeze Malteze Transit Database are excluded from this Agreement, and the Licensee shall not develop or use, or authorize the development or use of, any other interfaces to or from the Trapeze Malteze Transit Database.
- (e) Other than the rights of use expressly conferred upon Licensee by this paragraph, Licensee shall have no further rights to use the Software or the Documentation, and shall not copy, reproduce, modify, adapt, reverse engineer, disassemble or translate them, without the express written authority of Trapeze.

3. Software Services In accordance with the terms of Exhibit C, Trapeze will perform services related to Licensee's use of the Software. Such services may include installation, modification, testing, training and additional services. Such services shall be coordinated with the Fort Bend County Information Technology Department.

Trapeze warrants that each of its employees, independent contractors, or agents assigned to perform the Services or provide any technical assistance in configuration, development and implementation, training, used and related services under the terms of this Agreement shall have the skill, training, and background reasonably commensurate with his/her level of performance or responsibility, so as to be able to perform in a competent and professional manner. Licensee reserves the right, in its reasonable discretion, to request the removal of any Trapeze personnel from work under this Agreement.

4. Independent Contractor Trapeze is an independent contractor whose employees or agents will not be deemed to be employees or agents of the Licensee for any purpose. Trapeze is solely responsible for withholding all federal, state and local taxes, if any, from such employees' or agents' compensation and for providing its own compensation and liability insurance coverage for its employees. This Agreement creates no relationship between the parties hereto of joint venturers, partners, associates, principal and agent or franchiser and franchisee. Except as provided herein, neither party is granted the right or authority to assume or create any obligation, responsibility or liability for or on behalf of the other or to otherwise bind the other in any manner whatsoever.

5. Software Acceptance Upon completing the delivery, installation, and testing of the Software, Trapeze will notify Licensee in writing. Licensee will then have twenty (20) business days in which to conduct acceptance tests in order to ensure that the Software operates in all material respects as specified in the Documentation. At the end of this period, Licensee will be deemed to accept the Software unless Trapeze receives prior written notice outlining the nature of the perceived defects in the Software. Notwithstanding the above, Licensee will be deemed to accept the Software when the Licensee puts the Software into operational and functional use. The Software will be deemed to be in operational and functional use when the Licensee first uses the Software to support its then current operations in any capacity. Upon the deemed acceptance of the Software in accordance with this paragraph, Licensee will provide Trapeze with a written acknowledgement to confirm such acceptance.

6. Software Warranty Trapeze warrants the Software to operate in all material respects as specified in the Documentation for a period of one (1) year from the date upon which the Software is first put into operational and functional use. The Software will be deemed to be in operational and functional use when the Licensee first uses the Software to support its then current operations in any capacity. For any breach of this warranty, Licensee's sole and exclusive remedy and Trapeze's entire obligation hereunder shall be to either repair or replace the defective Software. This warranty does not apply to any Software damaged as a result of any accident, negligence, use in any application for which it was not designed or intended, or modification without the prior written consent of Trapeze. No warranty is provided by Trapeze with respect to any Third Party Licensed Products. Separate warranties may be available from the developer, distributor, or publisher of the Third Party Licensed Products. Trapeze warrants that it holds title to all Software licensed and delivered pursuant to this Agreement. Trapeze further warrants that it has full power and authority to grant to the Licensee the rights set forth in this Agreement and that neither the performance of the services by Trapeze nor the use by the Licensee of the Software, or any portion thereof, will in any manner constitute an infringement or other violation of any ownership, claim, copyright, trade secret, trademark, patent, invention, proprietary information, nondisclosure, or other rights of any third party.

The foregoing warranty is in lieu of all other warranties or conditions, express or implied, including but not limited to any implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose and any other warranties arising by statute or otherwise in law or from the course of dealing or usage of trade. Without limiting the foregoing, Trapeze will provide any Hardware strictly on an "as is" basis, without any warranty of any kind, other than any available manufacturer's warranty which the Licensee may be entitled to enforce directly against such manufacturer. Trapeze does not represent or warrant that this Software will meet all of Licensee's particular requirements, or that the operation of the Software will operate 100% error-free or uninterrupted, or that all program errors in the Software can be found in order to be corrected.

7. Software Maintenance During any warranty period and for any annual support period for which maintenance fees have been paid in full by Licensee, Trapeze will provide the following services at no additional cost:

- (a) Trapeze will maintain the Software so that it operates in conformity in all material respects with the descriptions and specifications for the Software set forth in the Documentation:

- (b) In the event that Licensee detects any errors or defects in the Software, Trapeze will provide reasonable support services through a telephone software support line from Monday to Friday, 7 am to 7 pm Central Time, along with a toll-free emergency service available 24 hours per day. Upon registration by Licensee, Trapeze will also provide Licensee with access to its software support website, and online support as available; and
- (c) Trapeze will post notices of available Upgrades of the Software on its website and copies of the release notes for download. Trapeze will provide Licensee with Upgrades of the Software at no additional license fee charge.

8. Escrow Trapeze shall deposit a complete copy of the Software and Source Code with Escrow Associates, LLC. Licensee shall be provided with written confirmation from Escrow Associates, LLC that Trapeze has made such deposit. Provided Licensee fulfills its maintenance fee payment obligations to Trapeze, Trapeze shall update the escrow deposit with all modifications and changes to the Software and, in any event, shall deposit a renewed copy of such Source Code whenever the Software used by Licensee has been updated by Trapeze. The Source Code deposited shall include comments, explanations, instructions to compile the Software, and all Software utilities and other materials necessary for use of Source Code. The costs of the escrow shall be borne by Trapeze and the term of the Escrow Agreement shall be co-extensive with the term of Trapeze's maintenance and support obligations provided Licensee fulfills its maintenance fee payment obligations to Trapeze.

The Source Code shall be released from escrow upon (a) a verifiable failure of Trapeze to support the Software as determined by a competent independent authority in accordance with this Agreement after formal written notification to Trapeze of such failure and after failure to cure such failure by Trapeze during a thirty (30) day cure period following receipt of notification; (b) failure of Trapeze to function as a going concern or operate in the ordinary course; or (c) the voluntary or involuntary bankruptcy of Trapeze.

Upon release from escrow, the Licensee shall have the right to use, copy, and modify the Source Code in order to use and support the Software, subject to all license restrictions. Regarding any release to the Licensee of the Source Code as provided in the Agreement, Trapeze shall continue to possess ownership rights for the Source Code, and the Licensee shall have the right to use the Source Code in accordance with the Agreement. With respect to any and all Trapeze Source Code required to be escrowed, the Source Code shall be released to Trapeze upon termination of the Agreement unless such termination is caused by (a) verifiable failure of Trapeze to support the Software, as determined by a competent independent authority in accordance with the Agreement and technical specifications after formal written notification to Trapeze of such failure and after failure to cure such failure by Trapeze during a thirty (30) day cure period following receipt of notification, (b) failure of Trapeze to function as a going concern or operate in the ordinary course, or (c) the voluntary or involuntary bankruptcy of Trapeze. In such a case, the Licensee shall continue to be licensed to use the Software and the Source Code to support and maintain the Software.

9. Payment Upon execution of this Agreement, Licensee will issue a Purchase Order to Trapeze for the application license fees, training fees, installation and conversion fees, and expenses set forth in Exhibit A and Exhibit B for an amount not to exceed \$66,525.00. In addition, Licensee will issue a Purchase Order to Trapeze for the hardware fees set forth in Exhibit B for an amount not to exceed \$52,298.00. Expenses will be calculated on a fixed rate per diem, per trip basis. The Purchase Order shall be governed exclusively by the terms and conditions of this Agreement.

Commencing upon completion of the warranty period for each Software application, Licensee shall issue a Purchase Order to Trapeze for long term support services as provided in Exhibit A in an amount not to exceed \$15,900.00. The long term support services fees will not renew automatically and as a result, Trapeze shall cease all maintenance obligations to Licensee under this Agreement after the first year of maintenance services unless Licensee provides sixty (60) days prior written notice of its intention to renew. If maintenance services are not ordered by Licensee for any period of time, Licensee shall be required to pay an equivalent amount to Trapeze for the period in which maintenance services were allowed to lapse, prior to any further provision of maintenance services by Trapeze.

Licensee shall pay invoices within thirty (30) days of receipt. In the event of an invoice dispute, Licensee shall have ten (10) business days from date of receipt of invoice to advise Trapeze of the reasons for disputing the invoice in question. If Trapeze has not received such notification within such time frame, the invoice in question shall be deemed accepted by Licensee. Overdue undisputed payments will bear interest at the annual rate of ten percent (10%) on the amount outstanding from the date when payment is due until the date payment in full is received by Trapeze.

Prior to the execution of this Agreement, Trapeze has been advised by the Licensee, and clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the Licensee shall have available the total maximum of \$134,723.00 for the goods and services described herein.

Licensee is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. Accordingly, Licensee shall provide a copy of its tax exemption certificate upon signing of this Agreement to avoid payment of the applicable taxes to Trapeze.

10. Trade Secrets and Confidential Information Licensee acknowledges that any Trade Secrets or Confidential Information disclosed to Licensee pursuant to this Agreement are owned by Trapeze and include trade secrets and other confidential and proprietary information of Trapeze. Licensee shall maintain in confidence and not disclose the same, directly or indirectly, to any third party without Trapeze's prior written consent, subject to the requirements of the Texas Public Information Act. Licensee further acknowledges that a breach of this Section would cause irreparable harm to Trapeze for which money damages would be inadequate and would entitle Trapeze to injunctive relief and to such other remedies as may be provided by law.

11. Media and Publication Licensee shall not communicate with representatives of the general or technical press, radio, television or other communications media regarding the work under this Agreement without prior written consent of Trapeze, which such consent shall not be unreasonably withheld. Neither Licensee nor any of its personnel shall publish or reproduce or arrange press releases regarding Trapeze without the prior written consent of Trapeze upon such terms as may be agreeable to Trapeze. Trapeze reserves the right to publish the results of the work done under this Agreement.

12. Force Majeure Neither party to this Agreement shall be liable to the other party hereto for loss or damage arising out of any delay or failure by such party in performing its obligations hereunder if such delay or failure was the unavoidable consequence of a natural disaster, exercise of governmental power, strike or other labor disturbance, war, revolution, embargo, insurrection, operation of military forces, or other event or condition beyond the control of such party, provided that such party notifies the other party of its inability to perform and the reasons therefor, with reasonable promptness, and performs its obligations hereunder as soon as circumstances permit.

13. Remote Access Upon request, Licensee shall provide Trapeze with the right to establish a remote connection to Licensee's computer(s) on which the Software is installed, so as to enable Trapeze to monitor the operation of the Software.

14. Intellectual Property Indemnification In the event of an intellectual property infringement claim by a third party, Trapeze will defend Licensee in respect of any such claims based on the claim that the Software infringes the intellectual property rights of that third party. Trapeze will pay any award rendered against Licensee by a court of competent jurisdiction in such action, provided that Licensee gives Trapeze prompt notice of the claim and Trapeze is permitted to have full and exclusive control of any defense. If all or any part of the Software becomes, or in Trapeze's opinion is likely to become, the subject of such a claim, Trapeze may either modify the Software to make it non-infringing or terminate this Agreement as it relates to the infringing portion of the Software. Trapeze will not be liable for any infringement or claim based upon any modification of the Software developed by Licensee or any other third party, or use of the Software in combination with software or other technology not supplied or approved in advance by Trapeze, or use of the Software contrary to this Agreement or the Documentation.

15. Limitation of Liability

(a) Trapeze and Licensee do not rely on and will have no remedy arising from any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. The only remedy available to Licensee for breach of warranty is for breach of contract under the terms of this Agreement. This does not preclude a claim for fraud.

(b) Trapeze does not guarantee the privacy, security, authenticity or non-corruption of any information transmitted through the internet or any information stored in any system connected to the internet. Trapeze shall not be responsible for any claims, damages, costs or losses whatsoever arising out of or in any way related to Licensee's connection to or use of the internet.

(c) Notwithstanding anything herein to the contrary, Trapeze will not be liable to Licensee or any third party for any claims, expenses, damages, costs or losses whatsoever arising out of or in any way related to:

(i) Licensee's use of map or geographical data, owned by Licensee or any third party, in conjunction with the Software or otherwise; or

(ii) Licensee's use of the Software insofar as such Software may be used to store, transmit, display, disclose or otherwise use data or information which is considered private, confidential, proprietary or otherwise exempt from public disclosure under applicable law.

(d) TRAPEZE SHALL SAVE HARMLESS THE LICENSEE FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF TRAPEZE OR ANY OF TRAPEZE'S AGENTS, SERVANTS OR EMPLOYEES.

(e) Notwithstanding anything herein to the contrary, Trapeze's entire liability and responsibility to Licensee for any claims, damages, costs or losses whatsoever arising either jointly or solely from or in connection with this Agreement or the use of the Software (whether or not in the manner permitted by this Agreement) including claims for breach of contract, tort, misrepresentation, or otherwise, or the development, modification or maintenance of the Software will be absolutely limited to the price of the product or services, under this Agreement, that is the subject of the claim.

16. Insurance

(a) Trapeze shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below. Trapeze shall furnish certificates of insurance to the Licensee evidencing compliance with the insurance requirements hereof. Certificates shall indicate Trapeze's name, name of insurance company, policy number, term of coverage and limits of coverage. Trapeze shall cause its insurance companies to provide the Licensee with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Trapeze shall obtain such insurance from such companies having a Bests rating of A-/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

(i) Workers' Compensation insurance in accordance with the laws of the State of Texas, or state of hire/location of Services, and Employers' Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease, \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.

(ii) Employers' Liability insurance with limits not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

(iii) Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

\$2,000,000 annual aggregate limit
\$1,000,000 each occurrence, combined single limit

(iv) Business Automobile Liability coverage applying to non-owned automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

(v) Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.

(b) The Licensee shall be named as additional insured to all coverages required above. All policies written on behalf of Trapeze shall contain a waiver of subrogation in favor of the Licensee.

17. Termination The license granted by this Agreement is effective until terminated.

(a) Either party may terminate this Agreement if the other party is in material breach of any term or condition of this Agreement, and fails to cure such default within thirty (30) days after receipt of written notice of such default. Without limitation, the following are deemed material breaches under this Agreement: (i) Licensee fails to pay any amount when due hereunder; (ii) Trapeze fails to support the Software in accordance with the Agreement and technical specifications; (iii) Trapeze fails to function as a going concern or operate in the ordinary course; or (iv) either party becomes subject to voluntary or involuntary bankruptcy.

(b) If Licensee develops software that is competitive with the Software, or Licensee is acquired by or acquires an interest in a competitor of Trapeze, Trapeze shall have the right to terminate this Agreement immediately.

(c) Either party may terminate for convenience with ninety (90) days written notice.

(d) In the event Licensee terminates this Agreement for any reason, Licensee shall only be liable for license fees and service fees then due, and all costs incurred up to and including the date of termination.

(e) If this Agreement is terminated, Licensee will immediately return to Trapeze all copies of the Software, the Documentation and other materials provided to Licensee pursuant to this Agreement and will certify in writing to Trapeze that all copies or partial copies of the Software, the Documentation and such other materials have been returned to Trapeze or destroyed.

18. Assignment Neither party may assign its interest in this Agreement without the prior written consent of the other and such consent shall not be unreasonably withheld.

19. Applicable Law and Venue This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, USA. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

20. Survival The parties hereto agree that any provisions of this Agreement requiring performance or fulfillment by either party after the termination of this Agreement shall survive such termination.

21. Severability If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable or void and does not relate to the payments to be made to Trapeze. If the remainder of this Agreement, as the case may be, shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law.

22. Notices All notices hereunder shall be in writing and shall be duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective addresses of the parties appearing on page one of this Agreement. Any notice given shall be deemed to have been received on the date, which it is delivered if delivered personally, or, if mailed, on the fifth business day next following the mailing thereof. Either party may change its address for notices by giving notice of such change as required in this section.

23. Audits Trapeze may perform audit(s) on the use of the Software and Documentation upon giving Licensee written notice of at least five (5) business days. Licensee agrees to make the necessary operational records, databases, equipment, employees and facilities available to Trapeze for the audit(s). The purpose of the audit will be to verify compliance with the terms and conditions of this Agreement.

24. Buy America Requirements Trapeze agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling

stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

25. Energy Conservation Requirements Trapeze agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

26. Clean Water Requirements Trapeze agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Trapeze agrees to report each violation to Licensee and understands and agrees that the Licensee will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Trapeze also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

27. Lobbying Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20. "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

28. Access to Records and Reports Trapeze agrees to provide Licensee, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Trapeze which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. Trapeze agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Trapeze agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until Licensee, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

29. Clean Air Trapeze agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Trapeze agrees to report each violation to Licensee and understands and agrees that Licensee will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Trapeze also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

30. Federal Changes Trapeze shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Licensee and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

31. No Government Obligation to Third Parties Licensee and Trapeze acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to Licensee, Trapeze, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the underlying Agreement. Trapeze agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

32. Program Fraud and False or Fraudulent Statement and Related Acts Trapeze acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Agreement, Trapeze certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Trapeze further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Trapeze to the extent the Federal Government deems appropriate.

Trapeze also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an Agreement connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Trapeze, to the extent the Federal Government deems appropriate.

Trapeze agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

33. Government-Wide Debarment and Suspension This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, Trapeze is required to verify that none of Trapeze, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

Trapeze is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, Trapeze certifies as follows:

The certification in this clause is a material representation of fact relied upon by Licensee. If it is later determined that Trapeze knowingly rendered an erroneous certification, in addition to remedies available to Licensee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Trapeze agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. Trapeze further agrees to include a provision requiring such compliance in its lower tier covered transactions.

34. Privacy Act Trapeze agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, Trapeze agrees to obtain the express consent of the Federal Government before Trapeze or its employees operate a system of records on behalf of the Federal Government. Trapeze understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement. Trapeze also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

35. Civil Rights Requirements The following requirements apply to the underlying Agreement:

Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Trapeze agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Trapeze agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Agreement:

Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Trapeze agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Trapeze agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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 forms of compensation; and selection for training, including apprenticeship. In addition, Trapeze agrees to comply with any implementing requirements FTA may issue.

Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, Trapeze agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Trapeze agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Trapeze agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Trapeze agrees to comply with any implementing requirements FTA may issue.

Trapeze also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

36. Disadvantaged Business Enterprise (DBE) This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal has not been established for this procurement.

Trapeze shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Trapeze shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Agreement. Failure by Trapeze to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Licensee deems appropriate. Each subcontract Trapeze signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

37. Incorporation of Federal Transit Administration (FTA) Terms The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Trapeze shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

EXHIBIT A

Item	Software	Configuration	Gross License Fees	Year 1 Maintenance Fees	License Date
1.	Trapeze-NOVUS-DRM	9 Concurrent User Licenses	\$ 56,500	\$ 13,300	Effective date of this Agreement
2.	Trapeze-NOVUS-FLEX	Base Workstation	\$ 8,000	\$ 1,600	Effective date of this Agreement
3.	Trapeze MapMaker		\$5,000	\$1,000	
3.	Trapeze-Malteze Database	For the purposes of Report Writing only	Included	Included	Effective date of this Agreement
Totals			\$ 69,500	\$ 15,900	

Notes:

1. License is provided to Licensee for operations up to 799 booked trips per day for Novus, for Novus Flex up to 20 vehicles and for MapMaker up to 399 trips per day
2. Licenses provide for software utilization for For Bend County (Richmond, TX)
3. Third party licenses, if required to operate the Software, are not included.
4. Third party data, hardware and system/operating software are not included within the license granted under this Agreement and are not included in the license fees.
5. Upon request, Trapeze will assist in reviewing hardware specifications, however the Licensee is responsible for purchasing hardware and any other pre-requisite products. Any hardware that must be tested by Trapeze may require additional service days not included in this Agreement.
6. First year maintenance fees only. For subsequent years, the annual maintenance fee will be Trapeze's then current price.
7. Proposed software solution is designed for the Windows 2000/XP operating environments, with an ODBC database infrastructure (the Malteze Transit Database) designed by and proprietary to Trapeze, configured for the Oracle 8/MS SQL database engine.
8. Any components may be operated on any of the licensed workstations within a configuration approved by Trapeze. Licenses for additional local or remote workstations may be purchased at the then current rates.
9. All other deliverables and services requested by Licensee, including on-site training and consulting services, not enumerated in Exhibit A or Exhibit B are the responsibility of the Licensee and if required will be billed separately by Trapeze along with related expenses.

EXHIBIT B
Summary of Pricing

1.0 SUMMARY OF BUDGET PRICING

Following is our Budget proposal for our TRAPEZE-NOVUS-DRM software system as discussed in our written and oral communications. Any local or State sales and usage taxes are in addition to the quoted prices

The following prices are valid for 180 days after submission.

A.	SOFTWARE COMPONENTS - LICENSE FEES	
	Trapeze-NOVUS-DRM paratransit system	\$56,500
	Includes: up to 9 Concurrent User Licenses	
	Pre-Requisite Software	
	Client to Provide Maps	\$ -
	Fort Bend, Harris, Wharton.	
	TOTAL SOFTWARE COSTS	\$56,500
B.	INSTALLATION AND STAFF TRAINING COSTS	
	OFF-SITE PROJECT MANAGEMENT, TESTING, SUPPORT SERVICES	Included
	OPERATIONAL REVIEW	Included
	INSTALLATION & DATA CONVERSION SERVICES	\$5,000
	TRAINING	
	All inclusive costs for 9 days training	\$10,000
	TRAVEL & EXPENSES	
	Total of expenses including airfares.	\$5,800
	TOTAL TRAINING COSTS	\$20,800
C.	PURCHASE INCENTIVES	\$(31,425)
	GRAND TOTAL	\$45,875

EXHIBIT B
Summary of Pricing

1.0 SUMMARY OF BUDGET PRICING

Following is our Budget proposal for our TRAPEZE-NOVUS-FLEX software system as discussed in our written and oral communications. Any local or State sales and usage taxes are in addition to the quoted prices.

The following prices are valid for 180 days after submission.

A. SOFTWARE COMPONENTS - LICENSE FEES	
Trapeze-NOVUS-FLEX paratransit system	\$8,000
TOTAL SOFTWARE COSTS	
	\$8,000
B. INSTALLATION AND STAFF TRAINING COSTS	
OFF-SITE PROJECT MANAGEMENT, TESTING, SUPPORT SERVICES	Included
OPERATIONAL REVIEW	Included
INSTALLATION & DATA CONVERSION SERVICES	Included
TRAINING	
All inclusive costs for 4 days training	\$4,000
TRAVEL & EXPENSES	
Total of expenses including airfares.	\$2,100
TOTAL TRAINING COSTS	
	\$6,100
C. PURCHASE INCENTIVES	\$(4,000)
GRAND TOTAL	
	\$10,100

EXHIBIT B
Summary of Pricing

1.0 SUMMARY OF BUDGET PRICING

Following is our Budget proposal for our TRAPEZE-MapMaker software system as discussed in our written and oral communications. Any local or State sales and usage taxes are in addition to the quoted prices.

The following prices are valid for 180 days after submission.

A. SOFTWARE COMPONENTS - LICENSE FEES	
Trapeze-MapMaker paratransit system	\$5,000
TOTAL SOFTWARE COSTS	
	\$5,000
B. INSTALLATION AND STAFF TRAINING COSTS	
OFF-SITE PROJECT MANAGEMENT, TESTING, SUPPORT SERVICES	Included
OPERATIONAL REVIEW	Included
INSTALLATION & DATA CONVERSION SERVICES	Included
TRAINING	
All inclusive costs for 5 days training	\$6,000
TRAVEL & EXPENSES	
Total of expenses including airfares.	\$2,050
TOTAL TRAINING COSTS	
	\$8,050
C. PURCHASE INCENTIVES	\$(2,500)
GRAND TOTAL	
	\$10,550

EXHIBIT B
Summary of Pricing

1.1 Long Term Support Services

Item	Description	Annual Cost
1	Warranty (1 Year) includes: Extended hours telephone support on generic & customized 1 software 2 Generic Product Upgrades 3 Corrections to software	Included
2	Maintenance (First Year) includes: Extended hours telephone support on generic & customized 1 software 2 Generic Product Upgrades 3 Corrections to software * (20% of current license fees) 4 Escrow	Novus \$ 13,300 Novus FLEX \$1,600 MapMaker \$1,000
TOTAL		\$ 15,800

1.2 Payment Schedule

Item	Description
1	75% of License Fee upon contract signing
2	100% of Hardware Fees upon delivery
3	Pre-Requisite Software due on contract signing
4	25% License Fee upon installation
5	Implementation services as incurred, based upon project Milestones
6	Expenses as incurred

EXHIBIT B
Summary of Pricing
Computer Hardware and Software

Guidelines follow for recommended new equipment. A formal review of the requirements should take place with Trapeze before any hardware and pre-requisite software is purchased. Other solutions may be considered because hardware manufacturers and software developers upgrade/discontinue their products frequently or currently installed hardware and software may be utilized/upgraded for the operation of the proposed application software, or another configuration may be more appropriate. Rack equipment can be quoted if

Should you select to acquire the hardware and system software, Trapeze will expect the system to be installed to a "Trapeze ready state". Trapeze will provide network consulting services to ensure the system has been set up appropriately.

When a turnkey solution is selected, Trapeze will setup the hardware, system software and install the proposed products.

Item	Description	Unit	Unit Cost	Extended	Extended Total
1	Novus\SQL Servers				
	Dell PowerEdge 2950	2	\$ 5,046	\$	
	Quad Core Xeon Processor E5345 2x4MB 4MB Cache, 2.33GHz, 1333MHz	0	\$	\$	
	Front Side Bus				
	4 GB DDR2 667 MHz (4X1GB) Memory, Dual Ranked DIMMs	0	\$	\$	
	Rack Chassis w/Sliding Rapid/Versa Rails and Cable Management Arm	0	\$	\$	
	PERC 5/i Integrated RAID Controller	0	\$	\$	
	2 73 GB 15K RPM SAS Hard Drives	0	\$	\$	
	Redundant Power Supply With Dual Cords	0	\$	\$	
	Dual Integrated Broadcom NetXtreme II Copper Gigabit Network Adapters	0	\$	\$	
	Broadcom NetXtreme 5721 SinglePort Gigabit Ethernet NIC	0	\$	\$	
	8x DVD Drive	0	\$	\$	
	Dual-External-Port SAS 5/E HBAfor Power Vault MD3000	0	\$	\$	
	Silver Enterprise Support for 5 years	0	\$	\$	
	24x7 4HR Parts and Labor On-Site Response for 5 years	0	\$	\$	
	Sub Total:				\$
2	Data SAN				
	Dell PowerVault MD3000 External RAID Array with dual adapters	1	\$ 8,022	\$ 8,022	
	4 SAS Cables	0	\$	\$	
	4 76 GB 15K RPM SAS Hard Drives	0	\$	\$	
	3 146 GB 15K RPM SAS Hard Drives	0	\$	\$	
	SILVER Enterprise Support: 7x24 for 3 Years	0	\$	\$	
	Filler Panels	0	\$	\$	
	Sub Total:				\$ 8,022
3	Client Workstations				
	Dell Optiplex 745 Small Form Factor	7	\$ 1,268	\$ 8,878	
	Core 2 Duo E6400/2.13GHz, 2M 1066 Front Side Bus	0	\$	\$	
	1 GB Memory	0	\$	\$	
	Windows XP Professional - Vista Upgrade Included	0	\$	\$	
	Dell UltraSharp 1907FP Flat Panel with Height Adjustable Stand,19.0 Inch	0	\$	\$	

AS PER ORIGINAL

	160GB SATA 3.0Gb/s and 8MB Data Burst Cache Hard Drive	0	\$	-\$	
	Dell USB 2-Button Optical Mouse with Scroll	0	\$	-\$	
	8X Slimline DVD-ROM	0	\$	-\$	
	Dell USB Keyboard	0	\$	-\$	
	Gold Technical Support Service, Next Business Day Parts and Labor On-Site Response for 5 Years				
	Sub Total:				\$ 8,878
4	Microsoft Licensing				
	Microsoft SQL Server 2005 Standard Edition	1	\$	853	\$ 853
	Microsoft SQL Server 2005 Standard Edition Client Licenses	8	\$	155	\$ 1,241
	Microsoft SQL Server 2005 Standard Edition Media	1	\$	22	\$ 22
	Microsoft Windows 2003 R2 Enterprise Edition	2	\$	2,239	\$ 4,477
	Microsoft Windows 2003 R2 Client Access Licenses	8	\$	31	\$ 246
	Microsoft Windows 2003 R2 Enterprise Edition Media	1	\$	22	\$ 22
	Sub Total:				\$ 6,861
5	Backup, Printing, & Others				
	Symantec Backup Exec Software	1	\$	619	\$ 619
	Sony AIT Backup Drive with at least 260 GB Capacity	1	\$	1,566	\$ 1,566
	Sony AIT3 Tape Media for Backup Drive	10	\$	56	\$ 557
	Adaptec 29160 SCSI Controller	1	\$	275	\$ 275
	SCSI Cable	1	\$	65	\$ 65
	1U Sony Rackmount Drive Enclosure	1	\$	449	\$ 449
	Sub Total:				\$ 3,531
6	Communications to Link with Trapeze (Diagnostic Port)				
	<i>Trapeze Software employs a web based application called WebEx to offer support via the Internet. If your location doesn't have nor allow Internet access please contact your Trapeze representative for alternatives.</i>				
7	Cabling & Hub				
	<i>Connectivity from remote sites to main site via Terminal Services dedicated links, such as T-1, FT-1, Frame Relay, or ISDN can be used, with a minimum link speed of 32KBps (CIR of 32KBps) per node. Otherwise 64KBps is required per node with local authentication and file services. A review of the switch and cable availability is required to determine more equipment is needed.</i>				
	CISCO CATALYST 3560 24 10/100 POE 2 SFP ENHANCED IMAGE	1	\$	4,564	\$ 4,564
	CISCO GE SFP LC CONN SX TRANSCEIVER B	2	\$	550	\$ 1,100
	CISCO US ONLY SMARTNET 8X5XNBD CATALYST 3560 24 10	1	\$	349	\$ 349
	CISCO ASA 5505 VPN EDITION WITH 10 SSL VPN LICENSES	1	\$	1,452	\$ 1,452
	Sub Total:				\$ 7,465
8	Report Writers, Editors & Other Tools				
	Crystal Reports (Optional)	0	\$	-\$	
	Robo Help (for editing help) (Optional)	0	\$	-\$	
	Microsoft Word 2000 (for editing help) (Optional)	0	\$	-\$	
	Sub Total:				\$ -
9	Warranty				
	Hardware - Per Manufacturer's Warranty				included
	3rd Party Software - Per Manufacturer's Warranty				included
10	Labor, Maintenance & Other Costs				
	Installation and Configuration	5	\$	1,200	\$ 6,000

Travel Expenses	5	\$	200	\$	1,000
Shipping	6	\$	75	\$	450
Sub Total: \$7,450					
Total (US\$)					\$ 52,298

EXHIBIT C

Statement of Work

1.0 Project Management

- 1.1 Trapeze will designate a Project Manager who will direct all efforts and serve as a primary point of contact to the Licensee until the project had been turned over to Trapeze Software Customer Care. Trapeze's Project Manager will perform all management and administrative services to effectively plan, perform, and manage the activities associated with this project. Trapeze's Project Manager will manage in accordance with the approved project schedule. The Licensee will notify Trapeze of changes to this schedule as they occur. The Licensee will make every effort to provide a reasonable time to allow the changes to happen.
- 1.2 The assigned Project Manager's responsibilities will include all levels of planning, coordination of program task activities, and control of program resources. Trapeze's Project Manager will ensure the integration of all required resources into the Project team to facilitate coordination and communications between team members and to permit identification and resolution of problems. The Project Manager will provide meeting minutes as applicable, and facilitate the change order process.

2.0 Operational Review and System Design

- 2.1 Trapeze will perform a complete review of Licensee's existing operations, processes, and requirements.
- 2.2 Deliverables for the operational review will include:
 - 2.2.1 A final project schedule including milestones and deliverables, completion dates for major tasks, and resource requirements
 - 2.2.2 Necessary datasets
 - 2.2.3 Hardware and system software configurations
 - 2.2.4 Customized training programs
 - 2.2.5 Identification of any proposed customizations including customized reports and interfaces
 - 2.2.6 Testing program and Go Live plans necessary to ensure a smooth transition to the Trapeze system
 - 2.2.7 Summary report of operational review

3.0 Implementation

- 3.1 Trapeze will install and configure hardware and system software to include the following:
 - 3.1.1 Installation and configuration of server and workstations
 - 3.1.2 Installation and configuration of third-party software
 - 3.1.3 Installation and customization of Trapeze software
 - 3.1.4 Installation and configuration of printers
 - 3.1.5 Connection of servers and workstations to LAN
 - 3.1.6 Implementation and testing of remote connectivity
- 3.2 Trapeze will electronically import information as supplied to Trapeze by Licensee into a Trapeze compatible format.

4.0 Training

- 4.1 Trapeze will develop, with input from Licensee, training programs specifically designed for Licensee personnel to include formal theoretical instruction and hands-on experience using real data. Training to address all purchased software applications including Trapeze NOVUS, Trapeze NOVUS-FLEX, and Trapeze MapMaker.
- 4.2 Trapeze will conduct training on-site. Training will generally be scheduled in block sessions. Licensee will provide a single training room with no less than 3 work stations networked to a server with test data and the

Trapeze applications. Licensee will provide white boards for the instructor and an LCD projector for the instructor's workstation.

4.3 Training will be comprised of the following sessions:

4.3.1 End User Training. End users include supervisors, call takers, dispatchers, schedulers, and other Licensee employees who will use the software to support their daily tasks. End user training can be further customized to apply to the job function of individual users or user groups.

4.3.2 System Administration Training. System administrators include Licensee employees responsible for maintaining and configuring the Trapeze environment. These users will be trained to create user accounts, maintain and adjust system parameters, and configure work stations for optimal use.

4.3.3 Data Administration Training. Data administrators include Licensee employees responsible for maintaining ancillary data required by the various systems. This data includes vehicles, bus stops, polygons, speed types, providers, and service zones. Data administrators will be trained to use the tools included in the Trapeze applications to effectively maintain the transit data.

4.3.4 Go Live Support. Trapeze personnel will be onsite when the Licensee begins using the system in a production state. Trapeze personnel will be in the call center until the call takers begin taking calls and booking trips utilizing Trapeze NOVUS and Trapeze NOVUS Flex. Trapeze personnel will be in the dispatch office when the manifests from Trapeze NOVUS and Trapeze NOVUS Flex are being utilized on the street.

4.4 Training hours and costs will be comprised of the following:

4.4.1 Trapeze NOVUS. Training costs shall be all inclusive for 9 days training with travel expenses not to exceed \$15,800.00.

4.4.2 Trapeze NOVUS-FLEX. Training costs shall be all inclusive for 4 days training with travel expenses not to exceed \$6,100.00.

4.4.3 Trapeze MapMaker. Training costs shall be all inclusive for 4 days training with travel expenses not to exceed \$8,050.00.

4.4.4 Travel reimbursement subject to the following limitations:

4.4.4.1 Meals. All meals must include an original receipt. Meals are limited to an average of \$52.00/day for Fort Bend County. Tip reimbursement is limited to 15%. Alcoholic beverages are not reimbursable.

4.4.4.2 Lodging. Hotel expense reimbursement must include the original statement. The maximum daily rate is \$91.00 for Fort Bend County.

4.4.4.3 Transportation. Allowable transportation reimbursement include auto rental, taxi fare, airline, bus, subway, train, and mileage on personal vehicle. Original receipts are required for all expense reimbursements. Tips are allowable for taxi fare up to 15%.

4.4.4.4 Parking. Self, valet, and metered parking are reimbursable with original receipt or detailed description.

5.0 Testing

5.1 Trapeze will perform the following testing functions:

5.1.1 Unit Testing. Trapeze will perform unit testing on code to ensure that the code behaves as specified and intended.

5.1.2 System Testing. Trapeze software modules will be integrated into a cohesive whole and a series of tests will be conducted in order to find errors that were not detected during unit testing.

5.1.3 Integration Testing. Trapeze will evaluate the interaction between Trapeze software and hardware components to identify incompatibilities.

5.1.4 Regression Testing. Trapeze will employ a regression testing program that uses automated testing scripts to verify that the core functionality is working as designed after any alteration to the software. The following regression testing reports will be made available to Licensee: test plan detail report, test case report, and test case results report.

5.1.5 Acceptance Testing. Acceptance testing will include a final verification that the software is operating correctly prior to production rollout. Trapeze will integrate the software into a production baseline with data supplied by Licensee.

6.0 Support

- 6.1 Trapeze will provide telephone support services between the hours of 7:00 a.m. and 7:00 p.m. Central Time Monday through Friday through the Trapeze call center. Trapeze will respond to support requests within two hours.
 - 6.1.1 Trapeze will provide internet support via MyTrapeze.com.
- 6.2 Trapeze will provide all necessary product upgrades.
 - 6.2.1 Interim product builds will be provided to resolve software problems that do not require immediate resolution.
 - 6.2.2 Standard software upgrades will be provided as available.
- 6.3 Failover
 - 6.3.1 In order to provide a high availability solution for the Trapeze application environment, Fort Bend County has chosen to employ a redundant server configuration. Trapeze Implementation Specialists will install both servers, configure the failover environment, and work closely with Fort Bend County Technical Support Staff to ensure the environment is installed and tested in an optimal manner. The system will be configured in such a way that if the primary server becomes non-functional for any reason, the backup server will automatically assume control of the applications, with up-to-date database contents.
 - 6.3.2 Trapeze will host, at no additional cost, Fort Bend County's database at the Trapeze Customer Service Center during times of imminent disaster at Fort Bend County. If the Fort Bend County data center becomes disabled due to a catastrophic event, thus rendering the primary and backup servers non-functional, Trapeze will receive a copy of the database and will temporarily host the database with their application products for Fort Bend County's short-term utilization via the Internet.

7.0 Education Services

- 7.1 Trapeze will provide ongoing online training services through WebEx sessions.
- 7.2 Trapeze will provide annual user conferences. Registration fees, travel, and accommodations will be the responsibility of Licensee.

8.0 Delivery Timelines

Upon mutual agreement between the parties, the Novus DRM product will be installed by October 31, 2007 provided the contract between Trapeze and Ford Bend County is fully executed by August 31, 2007. The Novus-Flex Module will be installed within 240 days from the date of full execution of the contract, provided the contract is signed by August 31, 2007.

AUDITOR'S CERTIFICATE

\$134,723.00 R.E.

I hereby certify that funds in the amount of ~~\$134,723.00~~ are available to pay the obligations for Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

FORT BEND COUNTY
PUBLIC TRANSPORTATION DEPARTMENT
COST BREAKDOWN
SCHEDULING SOFTWARE

DESCRIPTION	NOVUS DRM	NOVUS FLEX	MAPMAKER	SUBTOTAL
SYSTEM ALLOWANCE CONFIGURATION	799/TRIPS/DAY 9 USERS	20 VEHICLES BASE STATION	399/TRIPS/DAY	
GROSS LICENSE FEE	\$56,500	\$8,000	\$5,000	\$69,500
INSTALLATION/TRAINING	\$20,800	\$6,100	\$8,050	\$34,950
PURCHASE INCENTIVES	(\$31,425)	(\$4,000)	(\$2,500)	(\$37,925)
TOTAL	\$45,875	\$10,100	\$10,550	\$66,525
YEAR 1 MAINTENANCE	\$13,300	\$1,600	\$1,000	\$15,900

FORT BEND COUNTY
PUBLIC TRANSPORTATION DEPARTMENT
COST BREAKDOWN
SCHEDULING HARDWARE

DESCRIPTION	COST
2 servers	\$10,092
Disc Storage	\$8,022
7 Workstations	\$8,878
Microsoft Licensing	\$6,861
Back Up Software/Drive	\$3,531
Cabaling/Hub	\$7,465
Installation/Configuration	\$7,000
Shipping	\$450
Total Hardware	\$52,299

Total Software/Hardware \$118,824

FORT BEND COUNTY
PUBLIC TRANSPORTATION DEPARTMENT
DISTRIBUTION
SCHEDULING HARDWARE

LOCATION	DESCRIPTION	SERVER	WORKSTATION
FORT BEND COUNTY	IT DEPARTMENT	2	
CONTRACTOR	DEMAND RESPONSE DISPATCHER		1
CONTRACTOR	DEMAND RESPONSE SCHEDULER		1
CONTRACTOR	COMMUTER SERVICE DISPATCHER		1
FORT BEND COUNTY	OEM		1
FORT BEND COUNTY	TRANSPORTATION SCHEDULER		1
FORT BEND COUNTY	CONTRACT SUPERVISOR		1
FORT BEND COUNTY	MIS/MAPPING DESK		1
	TOTAL UNITS	2	7

EXHIBIT B

to Fourth Addendum



Scope OF WORK (SOW) – NOVUS DR AND FLEX REFRESHER TRAINING

The following information defines the services to be provided by TripSpark for Novus DR Refresher training services for Fort Bend (Customer).

TripSpark will provide 'standard' services that include project management, operational review, testing, installation and training as defined by TripSpark. Any special requirements will be considered a change request and processed through the change request system.

In addition, it is assumed this work order will take advantage of existing TripSpark infrastructure, data sources and systems unless otherwise stated.

OVERVIEW

This implementation involves the following high level tasks:

1. 4.5 days of on-site training services at a Fort Bend location
2. 2.0 days of project management services including off-site preparation

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

- *If requested by TripSpark, customer must provide a copy of its database prior to on-site visit*
- *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 the Detailed Scope section of the SOW*
- *Expenses are based on one (1) on-site visit for one (1) resource*

PROJECT BUDGET

Travel expenses have been quoted based on a minimum of 2 weeks' notice for travel dates. Insufficient travel notice will result in additional travel expenses being incurred by Licensee to cover the higher cost of last minute travel

The table below presents the total project budget:

Items	Total
Services	\$9,800
Expenses	\$3,000



Total Cost (USD)	\$12,800
-------------------------	-----------------

PAYMENT SCHEDULE

The Customer agrees to the following net 30 payment milestones:

1. 50% on execution / signing of the Agreement
2. 50% on completion of Services

DETAILED SCOPE DESCRIPTION:

The specific implementation services below will be provided by TripSpark. All implementation services, materials and training will be provided in English, unless otherwise stated. Any services not explicitly defined below are not included in this work order's SOW and will incur additional charges.

TripSpark will provide one (1) technical resource to be onsite for four (4) eight (8) hour days. Scheduling for the onsite labor shall be as agreed upon by both parties and a two week notice will be given to TripSpark.

The specific list of topics to be covered on each of the four (4) days will be discussed and agreed upon by both parties ahead of the onsite visit. TripSpark will assist the customer in ensuring the agenda can be covered in the time allotted. A suggested list of topics can be found below:

- Static Training – maximum one (1) day
- Operational Training – maximum two and a half (2.5) days
 1. New Features in NOVUS
 2. Navigating Novus (Menus & Shortcuts)
 3. Client Set up
 4. Location Set up
 5. Review & explain current configuration settings, including vehicle configuration, mobility aids, etc.
 6. Parameters & Violations
 7. Scheduling & Dispatching:
 - Casual Bookings
 - Subscription Bookings
 - Scheduling Bookings



- Schedule Editor
- Dispatch
- 8. Reporting:
 - Reporting (Ad hoc Reports)
 - Reporting (Management Reports)
- Flex Training – maximum one (1) day
 1. Set up and Configuration of Flex routes
 2. Dispatching Flex routes

The training sessions can be attended by up to six (6) of Customer's employees.

TRAINING ENVIRONMENT

The ideal training environment includes:

- Networked computer for each trainee, connected to the test system
- White board and markers
- LCD projector

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

Note: Customer is free to record any training provided by TripSpark to be used solely for its internal business purposes.



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EXHIBIT B

to Fifth Addendum



Software Support Quote

Fort Bend County
 Attn: Accounts Payable
 12550 Emily Court
 Suite 400
 Sugarland, TX 77478
 US

Quote **PRO-16-105-017**
 Date **March 10, 2016**
 Customer ID
 Contract No. **0000001410/11/12**
 Due date **upon receipt**
 Contract type **605/715MAIN**
 Project No:

Purchase Order No :		
NOVUS DRM Up to 799 booked trips & 9 w/s Coverage period 3/1/2016 - 2/28/2017	\$20,000.00	
NOVUS FLEX Up to 5 flex routes Coverage period 3/1/2016 - 2/28/2017	\$3,000.00	
MAPMAKER Up to 799 booked trips Coverage period 3/1/2016 - 2/28/2017	\$1,850.00	
REQUEST FOR PURCHASE ORDER		
Subtotal	\$24,850.00	
State Tax	\$0.00	
Total payable in USD		\$24,850.00

Please make payment to following:

Lockbox
 Trapeze Software Group
 P.O.Box 202528
 Dallas, TX 75320-2528
 USA

For billing inquiries contact:
trapezebilling@trapezegroup.com
 Toll Free: 1-800-265-3617 Ext. #5
 Local: 905-629-8727

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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Trapeze Software Group, Inc.
Cedar Rapids, IA United States

Certificate Number:
2016-29181

Date Filed:
03/22/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.


RFP 06-101
Addendum for annual maintenance

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Trapeze Software Group, Inc.	Cedar Rapids, IA United States	X	

5 Check only if there is NO Interested Party.

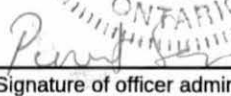
6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Jonathan Denbok
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jonathan Denbok, this the 22nd day of March, 2016, to certify which, witness my hand and seal of office.

 Puneet Soni Senior Counsel
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Trapeze Software Group, Inc.
 Cedar Rapids, IA United States

Certificate Number:
 2016-29181

Date Filed:
 03/22/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Fort Bend County

Date Acknowledged:
 04/05/2016

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
 RFP 06-101
 Addendum for annual maintenance

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Trapeze Software Group, Inc.	Cedar Rapids, IA United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath