

STATE OF TEXAS §
 COUNTY OF FORT BEND §

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

THIS SECOND 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, (hereinafter the "Agreement"), on May 22, 2013, pursuant to RFP 13-045, and as amended on April 5, 2016, 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:

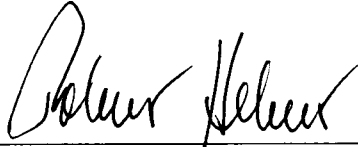
1. **Time of Performance.** The time for performance of the Services shall be extended to end on June 30, 2018.
2. **Scope of Work.** Contractor shall provide additional Services as set forth in the attached Exhibit B.
3. **Maximum Compensation.** The Maximum Compensation for the Scope of Services including reimbursable expenses shall be increased by sixteen thousand five hundred forty dollars and no/100 (\$16,540.00). 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. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
5. 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 Amendment and the Agreement for Software License and Maintenance Agreement including all previous Amendments and Addendums, the provisions of this Amendment shall prevail with regard to the conflict.

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

TRAPEZE SOFTWARE GROUP, INC.



Robert E. Hebert, County Judge



Authorized Agent- Signature

3/14/2017

Date



Jason Vandenberg

Authorized Agent- Printed Name

ATTEST:

Director of Finance

Title



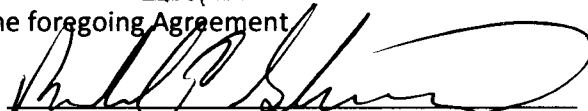
Laura Richard, County Clerk

March 3rd, 2017

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 16,540^{.00} are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

EXHIBIT A

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

THIS 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, (hereinafter the "Agreement"), on May 22, 2013, pursuant to RFP 13-045 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. **Time of Performance.** The time for performance of the Services shall be extended to end on June 30, 2017.
2. **Scope of Work.** Contractor shall provide additional Services as set forth in the attached Exhibit B.
3. **Maximum Compensation.** The Maximum Compensation for the Scope of Services including reimbursable expenses shall be increased by fifteen thousand seven hundred fifty-four dollars and no/100 (\$15,754.00). 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. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
5. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
6. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

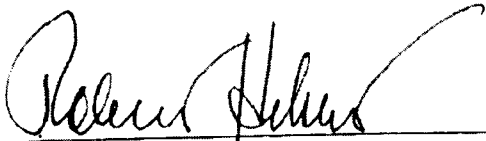
7. All terms and conditions of the Agreement, including any addenda or amendments, not modified herein shall remain in full force and effect for the term of Agreement. If there is a conflict between this Amendment and the Agreement for Software License and Maintenance Agreement including all previous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

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

TRAPEZE SOFTWARE GROUP, INC.


Robert E. Hebert, County Judge

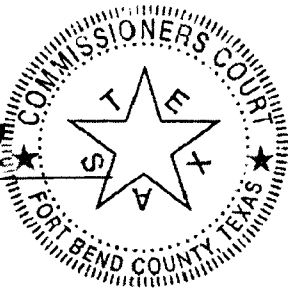

Authorized Agent- Signature

April 5, 2016
Date

Jason Vandenberg
Authorized Agent- Printed Name

ATTEST:


Laura Richard, County Clerk



Director of Finance
Title

March 21, 2016
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$15,754.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

EXHIBIT A

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

Between

TRAPEZE SOFTWARE GROUP, INC. ("Trapeze" or "Contractor"), 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 politic 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: Legal Department

Telephone: 1-905-629-8727

If intended for Licensee, to:

12550 Emily Court, Suite 400

Sugar Land, Texas 77478

Contact: Fort Bend County

Telephone: 281-635-7433

Number of Pages in this Agreement including attached Exhibits:

This terms and conditions of this Agreement shall govern all dealings between Trapeze and the Licensee for the purchase of goods and services from Trapeze. This agreement, including its Exhibits (collectively, the "Agreement") shall apply in place of and prevail over any preceding or subsequent terms and conditions contained or referred to in any of the Licensee's purchase orders, correspondence or elsewhere or implied by trade, custom, practice or course of dealing and any purported provisions to the contrary are hereby extinguished or excluded. Without limiting the generality of the foregoing, Trapeze will not be bound by any standard or printed terms produced by Licensee. Licensee expressly acknowledges that no provisions, representations, undertakings, agreements, regarding the goods or services to be provided hereunder, have been made, other than those contained in this Agreement. The parties agree that no obligations or duties not set out expressly herein shall be imposed upon the parties or implied by law.

Signed for and on behalf of Trapeze:

By: [Signature]

Print Name: Daniel

Title: VP Finance

Date: 5/12/13

Signed for and on behalf of Licensee:

By: [Signature]

Print Name: Robert E. Hebert

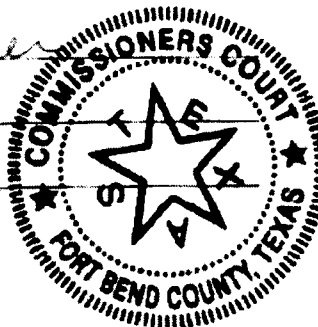
Title: Fort Bend County Judge

Date: 5/22/13

Attest:

[Signature]

Dianne Wilson, County Clerk



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;
 - “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;
 - “Statement of Work” the specifications for the services to be provided by Trapeze and the Licensee, attached hereto as Exhibit C;
 - “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 to process Licensee’s own data, and the software may not be used on a service bureau or similar basis to process data of others.
 - (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 B and Exhibit C, Trapeze will perform services related to Licensee's use of the Software (the "Services"). 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, use 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 ventures, 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 on ten (10) devices, Trapeze will notify Licensee in writing. Licensee will then have twenty (20) business days to conduct acceptance test in order to ensure the Software operates in all material respects as specified in the Documentation on ten (10) devices. 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 of Software acceptance. 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.

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. 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 licensed products.

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. 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 (Except North American holidays) and an available twenty-four hours per day line for emergency support. Upon registration by Licensee, Trapeze will also provide Licensee with access to its software support website, 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 following final acceptance of Software by Licensee. Licensee shall be provided with written confirmation from Escrow Associates, LLC that Trapeze has made such a 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 Licensee 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 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 Software license fees, service fees, and related expenses as set out in Exhibit B, attached hereto, in an amount not to exceed sixty-seven thousand one hundred eleven and no/100 (\$67,111). Trapeze will invoice Licensee for the Software license fees and services fees as set out in and according to Exhibit B. The gross amount of the license fee is set out in Exhibit B. Trapeze will invoice Licensee for the Services provided, in accordance with Exhibit B. The total amounts due for all service fees, and modifications fees are firm fixed amounts and will be invoiced on that basis. Expenses will be billed on an as incurred 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 pay annual maintenance fees to Trapeze as provided in Exhibit A (the "Maintenance Fee"), attached hereto, in an amount not to exceed fourteen thousand two hundred and ninety dollars and no/100 (\$14,290) in the first year of such maintenance services. This fee shall be subject to change as set out in Exhibit A. Licensee shall issue a Purchase Order annually specifying the amount set forth in the Trapeze invoice for maintenance services, and the Purchase Order shall be governed by the terms and conditions of this Agreement.

Licensee shall pay invoices within thirty (30) days of receipt of an approved invoice. 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%) or the rate set forth in Section 2251.025 of the Texas Government Code, whichever is lower, on the amount outstanding from the date when payment is due until the date payment in full is received by Trapeze. Licensee will also be responsible for payment of all applicable taxes and other levies, including sales and use taxes, and this obligation will survive termination of this Agreement. If Licensee has a tax exemption certificate, a copy of the certificate must be provided to Trapeze upon signing of this Agreement to avoid payment of the applicable tax to 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 eighty-one thousand four hundred and one dollars and no/100 (\$81,401) for the services described herein.

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. 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.

Trapeze expressly acknowledges that Licensee 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, Licensee 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 Licensee by Trapeze 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.

11. Media and Publication Licensee and Trapeze 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 the other party, which such consent shall not be unreasonably withheld. Neither Licensee and Trapeze nor any of its personnel shall publish or reproduce or arrange press releases regarding Licensee and Trapeze without the prior written consent of the other party upon such terms as may be agreeable to both parties.

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, except the making of payments due 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. This is Trapeze's entire liability concerning intellectual property infringement. 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 INDEMNIFY AND DEFEND LICENSEE AGAINST ALL THIRD-PARTY LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT RESULT FROM THE NEGLIGENT ACT, OR WILFULL MISCONDUCT OF TRAPEZE OR ANY OF TRAPEZE'S AGENTS, SERVANTS OR EMPLOYEES.**

(e) Notwithstanding anything herein to the contrary, Trapeze's entire liability and responsibility 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 amount of the license fees paid by Licensee.

(f) To the extent allowed by Texas law, Trapeze will not be liable to the Licensee or any third party for losses or damages suffered by Licensee or any third party which fall within the following categories:

(i) incidental or consequential damages, whether foreseeable or not;

(ii) special damages even if Trapeze was aware of circumstances in which special damages could arise;

(iii) loss of profits, anticipated savings, business opportunity, goodwill, or loss of information of any kind.

(g) Paragraphs (e) and (f) do not apply to claims arising out of death or personal injury caused by either party's gross negligence or fraudulent misrepresentation.

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 if the insurance company cancels the policy. 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. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

(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 except for Workers' Compensation, Business Automobile Liability and Professional Liability. All policies including Workers' Compensation written on behalf of Trapeze shall contain a waiver of subrogation in favor of the Licensee.

(c) If required coverage is written on a claims-made basis, Trapeze warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

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 sixty (60) 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) Licensee becomes insolvent or any proceedings will be commenced by or against Licensee under any bankruptcy, insolvency or similar laws.

(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 pay Trapeze for all 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. Notwithstanding the above restrictions, in the event of an assignment or novation of this Agreement to a Trapeze affiliate pursuant to a corporate reorganization, Trapeze shall not require Licensee's consent.

19. Applicable Law 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. 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 contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to Licensee, Trapeze, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. 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.

25. 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 contract, 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 contract 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 a contract 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.

26. 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 contract for the purposes of making audits, examinations, excerpts and transcriptions. Trapeze 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 Trapeze'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 contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Trapeze 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.

27. 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 contract. Trapeze's failure to so comply shall constitute a material breach of this contract. Notwithstanding the foregoing, should any law change during the performance of this Agreement which causes the scope or deliverables to change, Contractor shall be allowed an equitable adjustment..

28. Civil Rights Requirements. The following requirements apply to the underlying contract:

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 contract:

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.

29. Disadvantaged Business Enterprise (DBE). This contract 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 of 6% has been established for this procurement. Trapeze has provided documentation of adequate good faith efforts towards meeting this goal.

Trapeze shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Trapeze shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Trapeze to carry out these requirements is a material breach of this contract, which may result in the termination of this contract 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)).

The successful bidder offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

Trapeze is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than 30 days after Trapeze's receipt of payment for that work from Licensee. In addition, Trapeze is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this Contract is satisfactorily completed.

Trapeze must promptly notify Licensee whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another

DBE subcontractor to perform at least the same amount of work. Trapeze may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without the prior written consent of Licensee.

30. 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 contract 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 Licensee requests which would cause Licensee to be in violation of the FTA terms and conditions. Notwithstanding the foregoing, should any law change during the performance of this Agreement which causes the scope or deliverables to change, Contractor shall be allowed an equitable adjustment.

31. Government-Wide Debarment and Suspension (Non-Procurement). This contract 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, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Licensee. If it is later determined that the bidder or proposer 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. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

32. 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.

33. 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 the Purchaser and understands and agrees that the Purchaser 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.

34. Clean Water. 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 the Purchaser and understands and agrees that the Purchaser 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.

35. 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.

36. 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. §552.a. Among other things, Trapeze agrees to obtain the express consent of the Federal Government before Trapeze or its employees operate a systems 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 contract. 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.

37. Fly America. The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

38. Access for Individuals with Disabilities. Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities, and any subsequent amendments to these laws. In addition, Contractor agrees to comply with applicable implementing Federal regulations and directives and any subsequent amendments thereto, as follows:

- (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (d) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (f) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (k) Federal civil rights and nondiscrimination directives implementing the foregoing regulations, except to the extent the Federal Government determines otherwise in writing.

39. Dispute Resolution. The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation between the parties. In the event the dispute cannot be settled through negotiation, the parties agree to submit the dispute to mediation. The party requesting mediation shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within ten (10) days of the receipt of such notice, such dispute shall be submitted for mediation. Each party shall be responsible for its own costs associated with the mediation. The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law or equity under any applicable statute of limitations.

EXHIBIT A

Item	Software	Configuration	License Date
1.	Trapeze NOVUS DriverMate	up to 50 Demand Response, Point Deviation and Commuter vehicles	Effective date of this Agreement

Notes:

1. License is provided to Licensee for operations with up to 50 Demand Response, Point Deviation and Commuter vehicles.
2. License provided for software utilization by Fort Bend County (Richmond, Texas).
3. Valid for one-year from signing of Agreement is the following increase license/maintenance above and beyond the 50 vehicles in this proposal. For an increase in Demand Response/Paratransit vehicles, the licensing fee will be a onetime fee of \$1430/unit and annual maintenance will increase by \$286/unit a year. For an increase Point Deviation and Commuter Fixed Runs, the licensing fee will be a onetime fee of \$1422 unit and annual maintenance will increase by \$284 unit a year.
4. Please note the difference between Demand Response/Paratransit Vehicles and Point Deviation and Commuter/Fixed Runs.

EXHIBIT B
Summary of Pricing and Payment Schedule

1.0 Software Application

	Description	Novus DriverMate
1.	Gross License Fees	\$82,167
2.	Implementation Services and Training	\$22,400
3.	Expenses	\$2,600
4.	Purchase Incentive	(\$40,056)
	Total Cost (US\$)	\$67,111

Note:

1. Up to six (6) employees will be trained to utilize the dispatch component.
2. Up to four (4) driver trainers will be trained to utilize the NOVUS DriverMate Software who will train remaining drivers.
3. Licensee will need to contract directly with SPRINT for devices and data options.
4. All hardware (tablets/mounts/ power etc.) costs are not included in this proposal. These are the sole responsibility of Licensee.
5. Licensee is required to install the mounting for the Galaxy tablets in the vehicles prior to implementation of the Software.
6. Pricing is valid until May 15, 2013.
7. Applicable taxes are not included in the pricing above.

EXHIBIT B
Summary of Pricing and Payment Schedule

2.0 Payment Schedule

Milestone	Description	Fees
Milestone 1:	Due upon contract signing	75% of Net License Fees
Milestone 2:	Due upon delivery of draft Operational Review document	25% of services
Milestone 3:	Due upon installation of Software in Licensee's on ten (devices)	25% of services
Milestone 4:	Due upon delivery of initial training session.	25% of services
Milestone 5:	Due upon Software Acceptance as defined in this Addendum NO. 4	25% of services 25% of Net License Fees

Note: Expenses due as incurred.

3.0 Long Term Support

Item	Description	NOVUS DriverMate
1	Warranty (one year from Software acceptance as defined in this Agreement)	<i>Included</i>
2	Year One Maintenance Fee (Due upon warranty expiry)	\$ 14,290
3	Year Two Maintenance Fee	\$ 15,004
4	Year Three Maintenance Fee	\$ 15,754

Note: First three years of payable maintenance fees only, as identified above. For all subsequent annual renewals, maintenance fees shall be subject to Trapeze then current pricing.

EXHIBIT C STATEMENT OF WORK: DRIVERMATE

The following information defines the implementation services to be provided by Trapeze for the DriverMate Software as well as the effort that will be required from Fort Bend County Public Transportation (Licensee or Customer) staff and resources.

Unless otherwise indicated, Trapeze will provide 'standard' implementation services (project management, operational review, testing, installation, training, etc.) as defined by Trapeze. Any special requirements will be considered a change request and processed through our standard change request system.

OVERVIEW

This implementation involves the following high level tasks:

1. **Project Management:** For a project of this scope, we propose a dedicated Project Manager and concentrated oversight from our Director of Customer Solutions Delivery. We propose James Blumhoefer as the dedicated Project Manager for this project assuming the timing of this project remains consistent with that outlined in the RFP. This team brings years of project management/implementation and technology-related experience, and we are confident that their qualifications listed below will ensure a successful project is carried out. Throughout the project, the Account Management team will remain involved in the project to support the project management team.
2. **Operational Review:** The Operational Review is the process of speaking with the client about how they operate their business as it relates to the implementation of our Software. The process begins with the answering of survey questions, continues with in person or over the phone interviews and completes with the delivery of a document that outlines our recommendations, gap analysis and documentation of the client's responses. This document will be approved by Fort Bend County.
3. **Software Installation and Configuration:** Trapeze physically (remotely) installs the Software on the client server hardware, works with FBC to configure it to the details outlines in the Operational Review and tests to ensure the Software is functioning as specified. Trapeze will also provide training on how to install the DriverMate Software on the tablets in this phase.
4. **System Administrator Training:** Trapeze will provide an off-site formal training session on how to maintain the Software that was installed in step two above.
5. **Driver Trainer Training:** A small group of Driver Trainers will be shown off-site how to operate the the in vehicle Software so that the Trainers can in turn provide the required training to the drivers.
6. **Dispatch Training:** Trapeze will provide on-site training to the Dispatch staff so that they understand how to operate the back office Software once the in vehicles Software is enabled.

7. **Go-live Support:** Trapeze will be on-site to help the agency transition the Software from the test environment into full production use. Trapeze will provide ad hoc training and troubleshooting if issues arise.

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

- Licensee is responsible for the purchase, installation and mounting of Android tablet devices
- Licensee will download and configure the DriverMate application with two (2) days of Trapeze off-site support.
- Licensee is responsible for the purchase and installation of any required server hardware (servers shall be preconfigured to Trapeze's specifications)
- Software will be delivered 'off-the-shelf'. At this point we do not see a need for any development for this project, our solution meets your requirements 'out-of-the-box'. The goal is to develop and test the customizations in advance in order to demonstrate a Proof of Concept to FBC before any implementation.
- Licensee is responsible for the purchase and maintenance of wireless data plans from a public wireless carrier (200MB per vehicle, per month: pooled plan)

The remainder of this Statement of Work (SOW) provides details concerning the tasks and effort required to support the tasks described above.

In addition, it is assumed this Software will take advantage of existing Trapeze infrastructure, data sources and software unless otherwise stated.

Project Budget

The project budget presented below includes all licenses, implementation services (install, training, testing, go-live etc) to bring Licensee live with the Software products described in this document.

	DriverMate
Net Licenses	\$42,111
3rd Party Licenses	N/A
Services	\$22,400
Expenses	\$2,600
Total	\$67,111

Notes:

- ✓ Software products are licensed for an operation of up to 50 total Demand Response, Point Deviation and Commuter vehicles.

Long Term Support

	DriverMate
1 Year Warranty	<i>Included</i>
Year 1	\$14,290
Year 2	\$15,004

Note:

1. The warranty for the application begins upon Software acceptance.

Payment Terms

Below are the payment milestones to be followed throughout the implementation.

Milestone	Description	
Milestone 1:	Due upon contract signing	75% of licenses
Milestone 2:	Due upon delivery of draft Operational Review document	25% of services and expenses
Milestone 3:	Due upon installation of Software in Licensee's test environment.	25% of services and expenses 25% of Net License Fees
Milestone 4:	Due upon delivery of initial training session.	25% of services and expenses
Milestone 5:	Due upon Software Acceptance	25% of services and expenses

Notes:

1. Software Acceptance is as defined in the contractual agreement.
2. Milestones will be invoiced and due on a per individual Software component basis.

TIMEFRAME

This implementation is to be completed within two (2) months of signed agreement. During the operational review, a full project plan will be prepared for the DriverMate Software module.

TRAPEZE IMPLEMENTATION SERVICES

The implementation services below will be provided by Trapeze. All implementation services, materials and training will be provided in English, unless otherwise stated.

Project Design

Project design will involve a series of meetings and conference calls with Licensee's project team to discuss the following items:

- Existing infrastructure (back office, network, cellular, etc.)
- Current operational environment (policies/procedures) as they relate to the Customer Information process.
- Software configuration.
- Testing and Training requirements.
- Finalize project timelines
- Final project plan, test, training and transition strategies.

A document (the Operational Review document) will be prepared outlining the understanding gained from the meetings, identifying the deliverables and timing for the implementation. The Trapeze Project Manager (PM) will coordinate a meeting with the Licensee's project team to review the initial responses to the document within five (5) days of delivery by Trapeze.

Software Installation

Back Office

Trapeze will install the Software remotely on the Licensee's network. The Software will be installed once (1) within the test environment. Trapeze will also provide assistance with transitioning the Software to the production environment.

In-Vehicle

Trapeze will train Licensee to load and configure the in-vehicle/remote Software.

Training

Training will be provided before the Pilot Test Phase begins. Training provided will be based on Trapeze standard training agendas. Training sessions will vary in length dependent on topic. Each session can be attended by up to six (6) employees.

- Up to two (16) hours of Driver Trainer Training – On-site during off-schedule hours
- Up to two (16) hours of Dispatch Training – On-site during off-schedule hours
- Up to one (8) hours of Go-Live Support – On-site during off-schedule hours
- Up to four (4) hours of Training of the Administrative functions of the Software. The Admin Training will be conducted off-site (remotely).

Trapeze NOVUS-DriverMate	
Functional Group	Description
Dispatcher Training	<ul style="list-style-type: none"> • Assigning vehicles to runs. • Automating events using MDT server. • New dispatch status indicators. • Sending text messages to the MDT. • Filtering out MDT vehicles.

Trapeze NOVUS-DriverMate	
Functional Group	Description
	<ul style="list-style-type: none"> ▪ List of common issues. ▪ Troubleshooting overview. ▪ Communicating with drivers.
Driver Training (train-the-trainer approach)	<ul style="list-style-type: none"> ▪ Using the MDT. ▪ Log in. ▪ Reading the manifest. ▪ Performing the day's work. ▪ Entering passenger information. ▪ Add-on trips. ▪ No-show and cancel. ▪ Reading and sending text messages. ▪ Emergency situations. ▪ Ending the day. ▪ Review of daily procedure using the MDC. ▪ Troubleshooting. ▪ Hands-on practice.
System Administrator Training	<ul style="list-style-type: none"> ▪ Review of system interfaces. ▪ Using diagnostic functions (indicators, screens). ▪ System failover/backup/restart/recovery procedures.
Management Training	<ul style="list-style-type: none"> ▪ System overview. ▪ Managing your fleet. ▪ Performance indicators. ▪ Using the data. ▪ Reporting.

In addition to training, Trapeze will provide one (1) hard copy and one (1) digital copy of all available user manuals. Licensee is free to create copies of the hard copy manual for their users. Trapeze will also provide printed and electronic material in the form of 'quick reference guides' for certain aspects of the Software.

Users will also have access to recorded training videos and online sessions provided through mytrapeze.com, as described in our standard support documentation.

Trapeze Off-Site Services

Trapeze will provide Project Management and Off-Site Support services for up to six (6) months from signing of Agreement at Licensee. These services will include

- The Trapeze PM will provide bi-weekly reports to Licensee's PM. These reports will be based on Trapeze standards and will include: project team information, current status and next steps.
- For the duration of the implementation the Trapeze technical product expert will be available for consultation off-site via phone or email

LICENSEE SERVICES

The following tasks will be the responsibility of the Licensee. These items will need to be completed in order to support the successful introduction of the new functionality.

Prior to any work being performed by Trapeze, Licensee will be required to execute the Trapeze license and maintenance amendments and provide an executed purchase order (PO) for the value of the project.

Operational Review

Licensee's staff will be required to participate in the Operational Review. In advance of the conference calls, Licensee's staff may be required to collect information and respond to a simple survey.

Within five (5) days of delivering the operational review, the Trapeze PM will schedule a meeting to review the document. It's encouraged that Licensee review the document internally prior to the meeting.

Training

Licensee's resources are encouraged to participate in all training sessions related to their field, as outlined in the Operational Review.

Ideal training environments include:

Networked computer for each trainee, connected to the test system.

White board and markers

LCD projector

Tablets for trainees and trainer

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

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

Acceptance Testing

The final phase of the implementation will be acceptance testing. This involves Licensee utilizing the Software in the test environment to ensure the Software responds accurately to users input and the features and functions of the Software work as specified.

We estimate the duration of user acceptance for this implementation to be approximately two (2) weeks.

LICENSEE'S RESOURCE REQUIREMENTS

The table below identifies the resource requirements for the Licensee.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all	20% of time for duration of project.	Coordinate the scheduling of all of the Licensee's resources.

Resource	Description	Time Dedication	Tasks
	efforts between Licensee and Trapeze.		<ul style="list-style-type: none"> ○ Coordination of conference calls and meetings, as required. ○ Prepare training facilities. ○ Coordinate training sessions. ○ Coordinate completion of data development. ○ Coordinate completion of user acceptance testing. ○ Coordinate Payment
Subject Matter Expert	Someone with intimate knowledge of the operator processes and procedures	25% of time for duration of project.	<ul style="list-style-type: none"> ○ Participation in the completion of the Operational Review. ○ Participation in all training sessions. ○ Assist PM with completion of user acceptance testing and data development.
System Administrator		10% of their time for the duration of the project.	<ul style="list-style-type: none"> ○ Procure and configure hardware to a 'Trapeze Ready State' (i.e. operating system and RDBMS installed, connected to the network, servers and workstations configured, etc. as per each Software product's Tech Sheet (where available)). ○ Participate in System Administration training.
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	<ul style="list-style-type: none"> ○ Execute user acceptance testing.
End Users		50% of their time during the training and transition phase of the project.	<ul style="list-style-type: none"> ○ Participate in end user training.

EXHIBIT B



Software Support Quote

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

Quote PRO-16-105-009
 Date February 9, 2016
 Customer ID
 Contract No. 0000002434
 Due date upon receipt
 Contract type 635MAIN
 Project No:

Purchase Order No :		
NOVUS - DriverMate Up to 50 Paratransit Vehicles Coverage period 7/1/2016 - 6/30/2017	\$15,754.00	
Request for purchase order		
Subtotal	\$15,754.00	
State Tax	\$0.00	
Total payable in USD		\$15,754.00

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.



Software Support Invoice

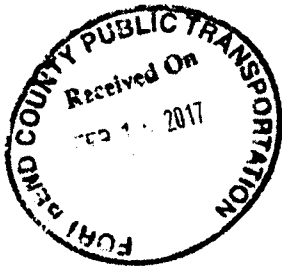
Fort Bend County
Attn:Denice Malota
12550 Emily Court
Suite 400
Sugarland, TX 77478
US

Invoice TSMAG01578
Date January 28, 2017
Customer ID
Contract No. 0000002434
Due date February 27, 2017
Contract type 635MAIN
Project No 7390-561

Purchase Order No :

DRIVERMATE
Up to 50 Paratransit Vehicles
Coverage period 7/1/2017 - 6/30/2018

\$16,540.00



Subtotal

\$16,540.00

State Tax -

\$0.00

Total payable in USD

\$16,540.00

Please make payment to following:

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

For billing inquiries contact:
ar@tripspark.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

Certificate Number:
2017-174461

Date Filed:
03/03/2017

Date Acknowledged:

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

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


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 services, goods, or other property to be provided under the contract.

RFP 13-045
Software Maintenance

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Trapeze Software ULC	Toronto Ontario Canada	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 Jessie Vandenberg, this the 3rd day of March, 2017, 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

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:
 2017-174461

Date Filed:
 03/03/2017

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:
 03/14/2017

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 services, goods, or other property to be provided under the contract.

RFP 13-045
 Software Maintenance

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Trapeze Software ULC	Toronto Ontario Canada	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