

Agreement for Software and Maintenance Agreement including all previous Amendments and or Addendums, the provisions of this Eleventh Addendum 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


County Judge KP George

KP George, County Judge

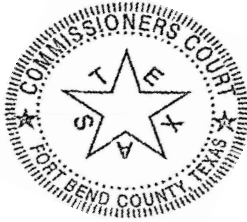
7-7-2020

Date

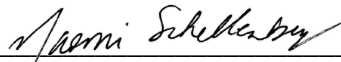
ATTEST:



Laura Richard, County Clerk



TRAPEZE SOFTWARE GROUP, INC.



Authorized Agent- Signature

Naomi Schellenberg

Authorized Agent- Printed Name

Director, Client Services - Transit

Title

June 30, 2020

Date

EXHIBIT A: Trip Spark Work Order

EXHIBIT B: Fort Bend County Travel Policy

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 21,900.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

EXHIBIT A



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

5265 Rockwell Dr. Northeast
Cedar Rapids, IA 52402

Telephone: 1.800.784.9909 Fax 905.238.8408

WORK ORDER

Client Name: Fort Bend County Public
Transportation

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

Attention: Yvette Maldonado

Position: Assistant Director

Phone: 281-243-6722

Email: yvette.maldonado@fortbendcountytexas.gov

Work Order#: WO-0114688

Date Requested: 20/02/2020

Requested By: Yvette Maldonado

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

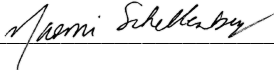
| Product Name | Type | Quantity | Unit Price | Total Price |
|------------------------------|---------|----------|-------------|-------------|
| Novus-Med-Maps-Here: License | License | 1 | \$5,625.00 | \$5,625.00 |
| PASS: Service | Service | 1 | \$16,275.00 | \$16,275.00 |

****Total:** \$21,900.00 *Plus*
Applicable Sales Tax

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

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

Trapeze Software Group, Inc.



Director, Client Services

June 30, 2020

Date

Fort Bend County Public Transportation

Date

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

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

TripSpark
Terms and Conditions of Sale

1. GENERAL.

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

2. PRICES.

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

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

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

3. TERMS OF PAYMENT AND BILLING.

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

4. INTELLECTUAL PROPERTY RIGHTS.

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

5. WARRANTY.

The Equipment sold hereunder is subject to the following warranties:

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

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

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

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

6. LIMITATION OF LIABILITY.

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

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

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

7. FORCE MAJEURE.

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

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

8. PATENT AND INTELLECTUAL PROPERTY INDEMNIFICATION.

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

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

9. SOFTWARE LICENSE FOR EQUIPMENT SPECIFIC SOFTWARE.

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

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

10. RESOLUTION OF DISPUTES.

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

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

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

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

11. EXPORT CONTROLS.

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

12. CANCELLATION. ORDER CANCELLATION OR RESCHEDULE.

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

13. GOODS RETURNED FOR CREDIT.

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

14. NATURE OF RELATIONSHIP.

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

15. ASSIGNMENT.

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

16. MODIFICATION.

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

17. GOVERNING LAW.

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

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

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

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

18. INTEGRATION.

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

19. SEVERABILITY OF TERMS; WAIVER.

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

20. CONFIDENTIALITY

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

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

Statement of Work:

Novus Map upgrade

This document defines the implementation services to be provided by TripSpark for the Licensee, as well as the roles and responsibilities of the Licensee's staff and resources.

Unless otherwise indicated, TripSpark will provide 'standard' implementation services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark. Any services beyond what is defined in this document will be considered out of scope, and a change order outlining any additional costs will be required. Any additional costs uncovered from a change order will be the responsibility of the Client. All implementation Services, materials, and training will be provided in English, unless otherwise stated.

Overview

This implementation involves the following high level tasks:

1. Project management
2. Map processing and support services
3. Installation services

Map Upgrade Details

During the map upgrade evaluation process, a TripSpark GIS Services representative has documented the details of the map data to be used for the map upgrade:

| Map Item | TripSpark GIS Representative Comments |
|-------------------------------|---------------------------------------|
| Linear Features | |
| Street Names | • Included |
| Addressing | • Included |
| Road Classification | • Included |
| One Way Indicators | • Included |
| Zip codes | • Included |
| City names | • Included |
| Topology/Proper Intersections | • Included |

| | |
|--------------------------------------|--|
| Physical Turn Restriction Indicators | <ul style="list-style-type: none"> • Included • Please note that we do not have the ability to import legislated/posted by sign turn restrictions (i.e. no left turn allowed from 7-10 AM M-F) at this time |
| Speed per segment | <ul style="list-style-type: none"> • Included • It is advised that segments with custom speeds be reviewed and re-assigned as the map upgrade process removes any custom speed assignments |
| Map Speed Types | <ul style="list-style-type: none"> • Some customized speed types in current Novus map. • HERE customized map speed types will be included in the map upgrade for segments with no speed information in current map, or where no match was found between current map and HERE data. |
| Street Name Aliases | <ul style="list-style-type: none"> • Included |
| Geographic Shift from Current Map | <ul style="list-style-type: none"> • Virtually none, in almost all areas. However some sections may have small amounts of shifting (<25 feet) |
| Map Source Ref | <ul style="list-style-type: none"> • Included in current map. |
| Other Comments | <ul style="list-style-type: none"> • |
| Rail | <ul style="list-style-type: none"> • Included |
| Water lines | <ul style="list-style-type: none"> • Included |
| Polygon Features | |
| Polygons to Maintain | <ul style="list-style-type: none"> • Client's Custom Polygons to be maintained by Default |
| New Polygons to Include | <ul style="list-style-type: none"> • Basic aesthetic polygons (Counties, Water, and Parks) will be loaded if provided. Other polygons will be loaded if new polygon data exists as time permits. |
| Other Comments | <ul style="list-style-type: none"> • |
| Map Pages | |
| Status | <ul style="list-style-type: none"> • N/A |
| Points | |
| Point Features to maintain | <ul style="list-style-type: none"> • All to be maintained if present |
| Barriers | |
| Barriers to Maintain | <ul style="list-style-type: none"> • None |

Licensee Roles and Responsibilities

Client or Licensee is responsible for the following key tasks:

- Prompt return of requested information.
- Disseminate project status to the internal project team including project sponsors
- Provide TripSpark full administrative access to Novus
- Provide TripSpark with credentials for secure remote access to the test and production environments
- Complete adequate user testing in a timely manner

Timeline

In general, a map upgrade can be implemented within 6-9 weeks from the receipt of a signed agreement and purchase order for the initial map conversion. This timeline is making the assumption that all resources from TripSpark and Client are available.

| General Timeline | Task |
|------------------|--|
| Week 1 | <ul style="list-style-type: none"> • Project assignment to Project Manager • Due date set for GIS Services Team • Installation Date for Test Environment planning begins between Project Managers in TripSpark Operations & Client |
| Weeks 1 - 3 | <ul style="list-style-type: none"> • Map upgrade processing by TripSpark GIS Services |
| Week 4 | <ul style="list-style-type: none"> • Map upgrade install into Test Environment with TripSpark assistance • If not previously scheduled, client should schedule map upgrade installation into production environment |
| Week 5 | <ul style="list-style-type: none"> • Client testing in the Test Environment. • Client will have 15 business days from the installation into the Test Environment to test the functionality of the new map • At the end of this period, Client will be deemed to accept the new map unless TripSpark receives prior written notice outlining the nature of the perceived issues with the map |
| Week 6 - 9 | <ul style="list-style-type: none"> • Map upgrade install into Production Environment with TripSpark assistance • Project Completion Notification drafted by TripSpark and sent to client • Invoice sent to client |

Pricing

The table below presents the total project budget:

| Items | Total |
|-------------------------|--------------------|
| HERE Map License | \$5,625.00 |
| Map Data Services | \$16,275.00 |
| Total Cost (USD) | \$21,900.00 |

Pricing Notes:

1. HERE Map Data license covers data for all of Texas
2. Map Data Services are based off of the implementation of only 13 counties
3. Map data is licensed for use in all back office TripSpark applications, but it is not licensed to be used in any public-facing applications

Payment Milestones

The Client agrees to the following payment milestones in a timely fashion (30 days from milestone completion)

1. 100% of licenses and 25% of services upon execution of this agreement
2. 35% of services upon installation of map into test environment
3. 40% of services upon installation of map into production environment

Assumptions

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

- *It is assumed that all map data is accurate, TripSpark is not responsible for the accuracy of the map dataset. If reprocessing correct data is required, additional costs will be incurred*
- *Should data accuracy issues be identified, TripSpark will provide direction to the Licensee on how to report such issues directly to HERE Maps via their website (<https://wego.here.com/>).*

- *Client must have a test environment or test method that can be used for testing new versions of the Software. It is the Client's responsibility to ensure adequate user testing is completed before implementation of the software in the live environment*
- *Client understands that new map data could impact current existing geocoded locations, clients, stops, etc. It is also feasible that map related data such as current polygons or barriers may need adjustment if there is any geographical shifting between the old and new map. Such adjustments are the responsibility of the Client or Licensee*
- *Additionally, as Client or Licensee uses Novus, TripSpark recommends that all paratransit polygons be reviewed and regenerated as necessary by Client or Licensee once the new map has been completed.*
- *All services are to be provided remotely*
- *Novus can consume HERE Map data and TripSpark will provide the licensee with the latest release. As of May 2020, HERE released map data quarterly.*
- *As of May 2020, TripSpark has customers using HERE maps in production.*

EXHIBIT B

Annex B

Fort Bend County Travel Policy

Approved in Commissioners' Court on November 3, 2009

Effective November 4, 2009

Revised September 7, 2010

Revised June 2, 2015, Effective August 1, 2015

Revised July 28, 2015, Effective August 1, 2015

Revised July 26, 2016, Effective August 1, 2016

Revised December 12, 2017, Effective January 1, 2018

The Commissioners' Court allocates funds annually for the payment of travel expenditures for county employees and officials within the individual departmental budgets. Travel expenditures paid from these budgets must serve a public purpose for Fort Bend County. These expenditures may be paid directly to the vendor or provided as a reimbursement to the employee/official upon completion of their travel. Advance payments to vendors may be accommodated by issuance of a check or use of a County procurement card. Eligible expenditure categories under this policy include: Lodging, meals, transportation, registration fees, and other fees (with justification). Each category is further defined below.

CONTRACT RATES:

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This program is also known as TPASS (Texas Procurement and Support Services) State Travel Management Program (STMP). This gives County employees and officials access to the contract rates negotiated by the State for hotels and rental cars. Procurement procedures for these contract services are explained within the categories below.

OUT OF STATE TRAVEL:

Authorization: The traveler must obtain Commissioners' Court approval for out-of-state travel before departure. The duration must include travel days along with the event scheduled days. To prevent delays in processing travel reimbursement, ensure that the travel duration is accurately defined when submitting the agenda request.

Documentation: The traveler must provide an excerpt from the Commissioners' Court minutes (<http://www.fortbendcountytexas.gov/index.aspx?page=55>) with the travel reimbursement form.

LODGING (In and Out of State):

Hotel:

Hotel reimbursements are limited to the Federal Travel Regulations set forth by US General Services Administration (GSA) by location not including taxes. The rates are set annually and vary by month and location. The maximum rates for lodging per day can be found at:

http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=print-radio&utm_term=perdiem&utm_campaign=shortcuts based on travelers destination.

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This gives County employees and officials access to the contract rates negotiated by the State for hotels. Participating hotels can be found at: https://portal.cpa.state.tx.us/hotel/hotel_directory/index.cfm (be sure to check the correct fiscal year).

Traveler must verify confirmed rate matches the negotiated contract rates found on the State's website listed above and does not exceed the GSA daily allowance.

If the organizer of a conference/seminar has negotiated discount rates with a hotel(s), the traveler may choose these lodging services without penalty but the traveler must reserve the room at the group rate and provide documentation of the group rate with reimbursement request.

The traveler will be responsible for the excess charge over the GSA per diem rate for the city/county even if using the State rate. The Auditor's Office will deduct from the travelers' reimbursement any excess charges over the GSA per diem rate. Travel websites including but not limited to Expedia and Travelocity should not be used to book lodging.

Travel Days: If the traveler must leave before 7:00AM to arrive at the start of the event and/or return to the County after 6:00PM after the event concludes, an additional night's lodging is allowable before and/or after the event.

Additional fees allowable: Self-parking

Additional fees allowable with justification: Valet parking is allowable if an extreme hardship exists due to physical disability of the traveler or if no self-parking is available.

Fees not allowable: Internet, phone charges, laundry, safe fees

Gratuities: Gratuities are not reimbursable for any lodging services.

Overpayments by County: Any lodging overpayment by the County must be reimbursed by the hotel before processing a reimbursement to the traveler for any of the categories addressed in this policy. Prepaid lodging services should be accurately calculated or underestimated by excluding the taxes to prevent delays in processing travel reimbursements.

Procurement Card: The traveler may use the procurement card to make lodging reservations. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: **A final settled hotel bill with a zero balance from the front desk is required even if lodging is paid by the procurement card. The hotel bill left under the door is not acceptable.** The hotel bill should be scrutinized before traveler departs to make sure all charges are valid and notify hotel of any invalid charges and resolve issues before departing. Make sure all parking has been added to your bill and all personal incidentals have been paid by traveler. Any invalid charges will be the responsibility of the traveler. A copy of the itemized hotel statement must be submitted with the travel reimbursement claim if the traveler used a County procurement card to purchase lodging services or prepaid by County check. Event agenda/documentation or a letter from the traveler describing the event/meeting is required. If utilizing conference negotiated hotel rates, documentation of rates is required.

Changes/Modifications to Reservation – Any modifications including cancellation of reservation, the traveler must obtain a confirmation number and note the name of the person they spoke with in case the hotel charges the traveler. If the traveler does not obtain a confirmation number then any expenses incurred will be the responsibility of the traveler. Expenses resulting from changes or modifications to travel reservations will be paid by the County if the traveler produces documentation that a family emergency exists.

County Exemption Status – Fort Bend County Employees traveling on County Business are not exempt from State and local hotel taxes, state taxes, etc. with the exception of District Judges and the District Attorney.

MEALS:

Texas: Meals including gratuities will be reimbursed to the traveler at a flat rate of \$36/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is \$27/day.

Out-of-state: Meals including gratuities will be reimbursed to the traveler at a flat rate of \$48/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is \$36/day.

Late Night Arrival – If a traveler arrives in Fort Bend County between midnight and 6am the traveler will receive a full day per diem for the previous day.

Day trips: Meals will not be reimbursed for trips that do not require an overnight stay.

Procurement Card: No meal purchases are allowed on any County procurement card.

Documentation: No meal receipts are required for reimbursement. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

TRANSPORTATION:

Personal Vehicle: Use of personal vehicle will be reimbursed at the current rate/mile set by Commissioners' Court. Mileage should be calculated using the County office location of the traveler and the event location. Mileage may not be calculated using the traveler's home. Mileage should be calculated using an employee's vehicle odometer reading or by a readily available online mapping service for travel out of Fort Bend County. If using the mileage of an online mapping service, state which mapping service was used or provide a printout of your route detailing the mileage. For local travel, odometer readings or mapping service details are not required. Departments should develop a mileage guide for employees for local travel points, if a department does not have a mileage guide, the Auditor's Office will determine if the mileage listed is reasonable.

Allowable expenses: Parking and tolls with documentation.

County Vehicle: Fuel purchases when using a County vehicle should be made with the County Procurement card if available. Original receipts will accompany the Procurement Card statement but a copy must be provided with the travel reimbursement request.

Allowable expenses: Parking and tolls with documentation required.

Airfare: Airfare is reimbursable at the lowest available rate based on 14 day advance purchase of a discounted coach/economy full-service seat based on the required arrival time for the event. The payment confirmation and itinerary must be presented with the travel reimbursement form. The traveler will be responsible for the excess charges of an airline ticket purchase other than a coach/economy seat. When using Southwest Airlines a traveler should choose the "wanna get away" flight category.

Allowable Expenses: Bag fees. Fare changes are allowable if business related or due to family emergency.

Unallowable Expenses/Fees: Trip insurance, Early Bird Check In, Front of the line, Leg Room, Fare changes for personal reasons.

Rental Car: Rental cars are limited to the negotiated TPASS rates listed at: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/vendor-comparison/>. The contact information for Avis is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Avis/>. The contact information for Enterprise is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Enterprise/>. When making a reservation traveler should provide the County's [REDACTED] The traveler will not be reimbursed for any amount over the negotiated contract rates if a non-contract company is used at a higher rate. The traveler should

select a vehicle size comparable to the number of County travelers. The traveler may use a non-contract vendor at an overall rate lower than the contract rates with no penalty. The original contract/receipt must be presented with the travel reimbursement form or a copy if a County procurement card is used. . The traveler will be responsible for any excess charges not included in the TPASS rates or for choosing a vehicle size not comparable with the number of travelers on the trip. Insurance is included in the negotiated TPASS rates, if a traveler chooses to take out additional insurance the cost is on the traveler.

Enterprise:

● [REDACTED]
● [REDACTED]
● [REDACTED]

Avis:

● [REDACTED]
● [REDACTED]

Unallowable Fees/Charges: GPS, prepaid fuel, premium radio, child safety seats, additional insurance, one way rentals.

Allowable expenses: Parking and tolls allowed with documentation.

Other Transportation: Other forms of transit (bus, taxi, train) are reimbursable with an original receipt.

Gratuities: Gratuities are permitted if original receipt includes gratuity (20% maximum allowed) for any transportation services.

Procurement Card: The traveler may use a County procurement card to make transportation reservations for air travel and rental car services. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: Original receipts are required for all transportation reimbursements paid by the traveler. Transportation services obtained with a County procurement card require a copy of the receipt. Additional requirements are noted within each category above. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

REGISTRATION:

Registration fees: Registration fees are reimbursable for events that serve a Fort Bend County purpose. Registration fees for golf tournaments, tours, guest fees and other recreational events are not reimbursable.

Procurement Card: The traveler may use a County procurement card to register for an event. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: An original receipt must be obtained upon registration and submitted with the reimbursement request if paid by the traveler. A copy of the receipt must be provided if registration is paid on a County procurement card. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

GRANTS:

Travel expenditures from Federal and State grants must also conform to the granting agency's funding requirements.

TRAVEL REIMBURSEMENT FORM:

The traveler must use the current travel reimbursement form (<http://econnect/index.aspx?page=55>) for all travel related services addressed in this policy. No other expenditures may be submitted for reimbursement on the travel reimbursement form. After completing all required information, the travel form must be signed/dated by the traveler and the department head/elected official. Travel reimbursement request should be submitted within 30 days from when traveler returns from trip. Mileage reimbursement request should be submitted no less frequently than quarterly. Mileage reimbursement request for the fourth quarter should be submitted no later than October 30th for yearend processing.

EXCLUSIONS:

If the traveler has custody of a person pursuant to statute or court order or if the traveler is required by court or legal entity to appear at a particular time and place the traveler will not be penalized for accommodations that require a 14 day advance purchase ticket if travel is required with less than 14 days' notice.

If the traveler has custody of a person pursuant to statute to court order the traveler will not be held to the 75% per diem on the departure and final day of travel.

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:
2020-639390

Date Filed:
07/02/2020

Date Acknowledged:
07/07/2020

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 06-101 Work Order
Services and third party license

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | Trapeze Software ULC | Mississauga Ontario Canada | X | |
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5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)