



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

6. **Public Information Act.** Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
  
7. **Certain State Law Requirements for Contracts:** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
  - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
  
  - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
  
  - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies

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

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

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

***{Remainder of page intentionally left blank}***

***{Execution page to follow}***

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

**FORT BEND COUNTY**

**TRAPEZE SOFTWARE GROUP, INC.**

KP George  
KP George, County Judge

Rafay Usmani  
Authorized Agent- Signature

December 18, 2025  
Date

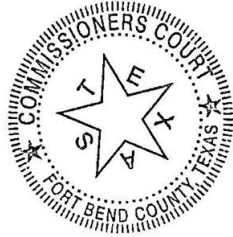
Rafay Usmani  
Authorized Agent- Printed Name

ATTEST:

Director, Finance  
Title

Laura Richard  
Laura Richard, County Clerk

11/25/2025  
Date



**AUDITOR'S CERTIFICATE**

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

Robert E. Sturdivant  
Robert E. Sturdivant, County Auditor

EXHIBIT A: Software Maintenance Quote from TripSpark

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

# Exhibit A10



**Software Support Invoice**

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

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

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

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

**Please make payment to following:**

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

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

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

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

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

# Exhibit B10

## Fort Bend - DriverMate Operational Metrics Increase - 7



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

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

### Payment Terms

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

### Assumptions

#### General

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

# 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:**  
 2025-1380775

**Date Filed:**  
 10/23/2025

**Date Acknowledged:**  
 12/18/2025

**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.**  
 23-IT-100549-A1-A4  
 TripSpark R06-101

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Modaxo Inc.	Mississauga ONTARIO Canada	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(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)