



CONTRACT 200787
(SSP 307244)

TRAPEZE SOFTWARE MAINTENANCE AND SUPPORT

CONTRACTOR:

Trapeze Software Group, Inc.
5262 Rockwell Drive NE
Cedar Rapids, Iowa 52402
Phone: 905-629-8727

AWARD DATE: June 22, 2022

CONTRACT TERM: July 11, 2022 THRU February 28, 2023

PRICE: \$589,001.00

SBE GOAL: N/A

PROJECT MANAGER: Charlie Jackson
Telephone # (512) 389-7413
Email Address charlie.jackson@capmetro.org

CONTRACT ADMINISTRATOR: Danny Solano
Telephone # (512) 389-7446
Email Address danny.solano@capmetro.org

PROCUREMENT DEPARTMENT
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
2910 E. 5th STREET
AUSTIN, TEXAS 78702

TRAPEZE SOFTWARE MAINTENANCE AND SUPPORT

CONTRACT 200787

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TAB 1

**AWARD/
CONTRACT FORM**

AWARD/CONTRACT

1. SOLICITATION NO:	2. CONTRACT NO.:	3. EFFECTIVE DATE:
SSP 307244	200787	Date of the Authority's Execution
4. BUYER		
NAME:	Danny Solano	PHONE: (512) 389-7446
5. SHIP TO ADDRESS:		6. DELIVERY TERMS:
Capital Metro 2910 East 5 th Street Austin, Texas 78702		FOB Destination
8. CONTRACTOR NAME & ADDRESS:		7. DISCOUNTS FOR PROMPT PAYMENT: N/A
Trapeze Software Group, Inc. 5265 Rockwell Drive NE Cedar Rapids, IA 52402		9. REMITTANCE ADDRESS: (If different from Item 8)
PHONE:	(319) 743-1000	
FAX:	(319) 366-7406	

10. DBE GOAL:

	CONTRACT EXECUTION	
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CAUTION: A false statement in any bid or proposal submitted to CMTA may be a criminal offense in violation of Section 37.10 of the Texas Penal Code.

<input checked="" type="checkbox"/>	NEGOTIATED AGREEMENT:	(Contractor is required to sign below and return an original document to the Contracting Officer within five (5) calendar days of receipt.)
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Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified below and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this Award/Contract, (b) the solicitation, as amended, and (c), such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein.

SIGNATURE OF CONTRACTOR:

Name/Title: Mark Miller - Director Signature: *Mark Miller* Date: 08 / 07 / 22

<input checked="" type="checkbox"/>	AWARD:	Items listed below are changes from the original offer and solicitation as submitted.
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This Award/Contract Form may be executed in multiple originals, and an executed facsimile shall have the same force and effect as an original document.

ALTERATIONS IN CONTRACT:

Refer to Exhibit E-Revised-1, Contractual Terms and Conditions, attached hereto and made a part hereof for all pertinent purposes. The following paragraphs in Exhibit E-Revised-1 have been changed and are marked with a vertical line in the margin:

- | | |
|--|--|
| <ul style="list-style-type: none"> 1. Paragraph 4: Option to Extend Contract Term 2. Paragraph 5: Invoicing and Payment 3. Paragraph 8: Insurance 4. Paragraph 10: Removal of Assigned Personnel 5. Paragraph 11: Representations and Warranties 6. Paragraph 13: Composition of Contractor 7. Paragraph 14: Subcontractors and Outside Consultants 8. Paragraph 15: Equitable Adjustments 9. Paragraph 16: Personnel Assignments 10. Paragraph 17: Badges and Access Control Devices 11. Paragraph 18: Changes 12. Paragraph 19: Termination for Default 13. Paragraph 20: Termination for Convenience 14. Paragraph 22: Intellectual Property; Data Privacy Provisions 15. Paragraph 24: Inspections and Approvals 16. Paragraph 26: Payment to Subcontractors 17. Paragraph 31: Publications | <ul style="list-style-type: none"> 18. Paragraph 33: Rights to Proposal and Contractual Material 19. Paragraph 34: Limitation of Liability 20. Paragraph 37: Assignments 21. Paragraph 39: Notice of Labor Disputes 22. Paragraph 41: Interest of Public Officials 23. Paragraph 42: Indemnification 24. Paragraph 43: Record Retention; Access to Records/ Reports 25. Paragraph 44: Excusable Delays 26. Paragraph 47: Quality Assurance 27. Paragraph 48: Interpretation of Contract 28. Paragraph 50: Order of Precedence 29. Paragraph 52: Organizational Conflict of Interest 30. Paragraph 53: Miscellaneous |
|--|--|

ACCEPTED AS TO: Exhibit A, Pricing Schedule, Dated May 24, 2022, Section 7, Pricing, Base Period, Line Item 1, for a Total Not to Exceed Amount of \$589,001.00

SIGNATURE OF CONTRACTING OFFICER:

Typed Name: Muhammad Abdullah, CTCM, C.P.M. Chief Contracting & Compliance Officer	E-SIGNED by Muhammad Abdullah on 2022-07-11 20:14:05 GMT Signature: _____ Date: <u> </u> / <u> </u> / <u> </u>
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TAB 2

EXHIBIT A

PRICING SCHEDULE

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

**EXHIBIT A
PRICING SCHEDULE
SSP 307244**

THE OFFEROR IS REQUIRED TO SIGN AND DATE EACH PAGE OF THIS SCHEDULE

1. IDENTIFICATION OF OFFEROR AND SIGNATURE OF AUTHORIZED AGENT

Company Name (Printed)	Trapeze Software Group, Inc.		
Address	5265 Rockwell Drive NE		
City, State, Zip	Cedar Rapids, IA 52402		
Phone, Fax, Email	(319) 743 1000	(319) 366 7406	tom.nemeth@trapezegroup.com
The undersigned agrees, if this offer is accepted within the period specified, to furnish any or all supplies and/or services specified in the Schedule at the prices offered therein.			
Authorized Agent Name and Title (Printed)	Deborah Mills, VP Finance		
Signature and Date	<i>Deborah Mills</i>		24 - May -2022

2. ACKNOWLEDGEMENT OF AMENDMENTS

The offeror acknowledges receipt of the following amendment(s) to this solicitation (give number and date of each).

Amendment #	Date	Amendment #	Date

3. PROMPT PAYMENT DISCOUNT

# of Days	Percentage	%

Note, payment terms are specified in Exhibit E, Contractual Terms and Conditions.

4. SBE OR DBE (choose one) GOAL (TO BE COMPLETED UPON AWARD BY CAPITAL METRO)

The SBE OR DBE (choose one) participation commitment for this contract is the following percentage of the total contract:

N/A %

5. AUTHORITY'S ACCEPTANCE (TO BE COMPLETED UPON AWARD BY CAPITAL METRO)

The Authority hereby accepts this offer.

Authorized Agent Name and Title (Printed)	
Signature and Date	
Accepted as to:	

The remainder of Exhibit A – Pricing Schedule has been redacted.

For further information regarding Exhibit A, you may:

- Reach out to the Contractor directly via the Contractor contact details provided on the cover page of this contract.

OR

- Submit a public information request directly to PIR@capmetro.org.

For more information regarding the Public Information Act and submitting public information requests, follow this link to our website: <https://www.capmetro.org/legal/>

TAB 3

EXHIBIT B

**REPRESENTATIONS
CERTIFICATIONS**

EXHIBIT B

REPRESENTATIONS AND CERTIFICATIONS

(LOCALLY FUNDED SUPPLY/SERVICE/CONSTRUCTION CONTRACTS)

MUST BE RETURNED WITH THE OFFER

1. TYPE OF BUSINESS

(a) The offeror operates as (mark one):

- An individual
- A partnership
- A sole proprietor
- A corporation
- Another entity _____

(b) If incorporated, under the laws of the State of:

Delaware

2. PARENT COMPANY AND IDENTIFYING DATA

(a) The offeror (mark one):

- is
- is not

owned or controlled by a parent company. A parent company is one that owns or controls the activities and basic business policies of the offeror. To own the offering company means that the parent company must own more than fifty percent (50%) of the voting rights in that company.

(b) A company may control an offeror as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.

(c) If not owned or controlled by a parent company, the offeror shall insert its own EIN (Employer's Identification Number) below:

(d) If the offeror is owned or controlled by a parent company, it shall enter the name, main office and EIN number of the parent company, below:

Trapeze Software ULC
5060 Spectrum Way, Mississauga,
ON, L4W 5N5
[REDACTED]

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) The offeror (and all joint venture members, if the offer is submitted by a joint venture) certifies that in connection with this solicitation:

(1) the prices offered have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, with any other offeror or with any other competitor;

(2) unless otherwise required by law, the prices offered have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening of bids in the case of an invitation for bids, or prior to contract award in the case of a request for proposals, directly or indirectly to any other offeror or to any competitor; and

(3) no attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

(1) is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) as an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) as an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

4. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

(a) In accordance with the provisions of 2 C.F.R. (Code of Federal Regulations), part 180, the offeror certifies to the best of the offeror's knowledge and belief, that it and its principals:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) have not within a three (3) year period preceding this offer been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in (a)(2) above; and

(4) have not within a three (3) year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for cause or default.

(b) Where the offeror is unable to certify to any of the statements above, the offeror shall attach a full explanation to this offer.

(c) For any subcontract at any tier expected to equal or exceed \$25,000:

(1) In accordance with the provisions of 2 C.F.R. part 180, the prospective lower tier subcontractor certifies, by submission of this offer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to the statement, above, an explanation shall be attached to the offer.

(3) This certification (specified in paragraphs (c)(1) and (c)(2), above) shall be included in all applicable subcontracts and a copy kept on file by the prime contractor. The prime contractor shall be required to furnish copies of the certifications to the Authority upon request.

5. COMMUNICATIONS

(a) All oral and written communications with the Authority regarding this solicitation shall be exclusively with, or on the subjects and with the persons approved by, the persons identified in this solicitation. Discussions with any other person not specified could result in disclosure of proprietary or other competitive sensitive information or otherwise create the appearance of impropriety or unfair competition and thereby compromise the integrity of the Authority's procurement system. If competition cannot be resolved through normal communication channels, the Authority's protest procedures shall be used for actual or prospective competitors claiming any impropriety in connection with this solicitation.

(b) By submission of this offer, the offeror certifies that it has not, and will not prior to contract award, communicate orally or in writing with any Authority employee or other representative of the Authority (including Board Members, Capital Metro contractors or consultants), except as described below:

Individual's Name	Date/Subject of Communication

(Attach continuation form, if necessary.)

6. CONTINGENT FEE

(a) Except for full-time, bona fide employees working solely for the offeror, the offeror represents as part of its offer that it (mark one):

- has
- has not

employed or retained any company or persons to solicit or obtain this contract, and (mark one):

- has
- has not

paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) The offeror agrees to provide information relating to (a) above, when any item is answered affirmatively.

7. CODE OF ETHICS

(a) Statement of Purpose

The brand and reputation of Capital Metro is determined in large part by the actions or ethics of representatives of the agency. Capital Metro is committed to a strong ethical culture and to ethical behavior by all individuals serving Capital Metro as employees, members of the Board of Directors or volunteers. Individuals serving Capital Metro will conduct business with honesty and integrity. We will make decisions and take actions that are in the best interest of the people we serve and that are consistent with our mission, vision and this policy. The Code of Ethics (the "Code") documents Capital Metro's Standards of Ethical Conduct and policies for Ethical Business Transactions. Compliance with the Code will help protect Capital Metro's reputation for honesty and integrity. The Code attempts to provide clear principles for Capital Metro's expectations for behavior in conducting Capital Metro business. We have a duty to read, understand and comply with the letter and spirit of the Code and Capital Metro policies. You are encouraged to inquire if any aspect of the Code needs clarification.

(b) Applicability

The Code applies to Capital Metro employees, contractors, potential contractors, Board Members and citizen advisory committee members. Violation of the Code of Ethics may result in discipline up to and including termination or removal from the Board of Directors.

(c) Standards of Ethical Conduct

The public must have confidence in our integrity as a public agency and we will act at all times to preserve the trust of the community and protect Capital Metro's reputation. To demonstrate our integrity and commitment to ethical conduct we will:

- (1) Continuously exhibit a desire to serve the public and display a helpful, respectful manner.
- (2) Exhibit and embody a culture of safety in our operations.
- (3) Understand, respect and obey all applicable laws, regulations and Capital Metro policies and procedures both in letter and spirit.
- (4) Exercise sound judgment to determine when to seek advice from legal counsel, the Ethics Officer or others.
- (5) Treat each other with honesty, dignity and respect and will not discriminate in our actions toward others.
- (6) Continuously strive for improvement in our work and be accountable for our actions.
- (7) Transact Capital Metro business effectively and efficiently and act in good faith to protect the Authority's assets from waste, abuse, theft or damage.
- (8) Be good stewards of Capital Metro's reputation and will not make any representation in public or private, orally or in writing, that states, or appears to state, an official position of Capital Metro unless authorized to do so.
- (9) Report all material facts known when reporting on work projects, which if not revealed, could either conceal unlawful or improper practices or prevent informed decisions from being made.
- (10) Be fair, impartial and ethical in our business dealings and will not use our authority to unfairly or illegally influence the decisions of other employees or Board members.

(11) Ensure that our personal or business activities, relationships and other interests do not conflict or appear to conflict with the interests of Capital Metro and disclose any potential conflicts.

(12) Encourage ethical behavior and report all known unethical or wrongful conduct to the Capital Metro Ethics Officer or the Board Ethics Officer.

(d) Roles and Responsibilities

It is everyone's responsibility to understand and comply with the Code of Ethics and the law. Lack of knowledge or understanding of the Code will not be considered. If you have a question about the Code of Ethics, ask.

It is the responsibility of Capital Metro management to model appropriate conduct at all times and promote an ethical culture. Seek guidance if you are uncertain what to do.

It is Capital Metro's responsibility to provide a system of reporting and access to guidance when an employee wishes to report a suspected violation and to seek counseling, and the normal chain of command cannot, for whatever reason, be utilized. If you need to report something or seek guidance outside the normal chain of command, Capital Metro provides the following resources:

(1) Anonymous Fraud Hotline – Internal Audit

(2) Anonymous Online Ethics Reporting System

(3) Contact the Capital Metro Ethics Officer, Vice-President of Internal Audit, the EEO Officer or Director of Human Resources

(4) Safety Hotline

The Capital Metro Ethics Officer is the Chief Counsel. The Ethics Officer is responsible for the interpretation and implementation of the Code and any questions about the interpretation of the Code should be directed to the Ethics Officer.

(e) Ethical Business Transactions

Section 1. Impartiality and Official Position

(1) A Substantial Interest is defined by Tex. Loc. Govt. Code, § 171.002. An official or a person related to the official in the first degree by consanguinity or affinity has a Substantial Interest in:

(i) A business entity if the person owns ten percent (10%) or more of the voting stock or shares of the business entity or owns either 10% or more or \$15,000 or more of the fair market value of the business entity OR funds received by the person from the business entity exceed 10% of the person's gross income for the previous year; or

(ii) Real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.

Capital Metro will not enter into a contract with a business in which a Board Member or employee or a Family Member of a Board Member or employee as defined in Section 8 has a Substantial Interest except in case of emergency as defined in the Acquisition Policy PRC-100 or the business is the only available source for essential goods and services or property.

(2) No Board Member or employee shall:

(i) Act as a surety for a business that has work, business or a contract with Capital Metro or act as a surety on any official bond required of an officer of Capital Metro.

(ii) Represent for compensation, advise or appear on behalf of any person or firm concerning any contract or transaction or in any proceeding involving Capital Metro's interests.

(iii) Use his or her official position or employment, or Capital Metro's facilities, equipment or supplies to obtain or attempt to obtain private gain or advantage.

(iv) Use his or her official position or employment to unfairly influence other Board members or employees to perform illegal, immoral, or discreditable acts or do anything that would violate Capital Metro policies.

(v) Use Capital Metro's resources, including employees, facilities, equipment, and supplies in political campaign activities.

(vi) Participate in a contract for a contractor or first-tier subcontractor with Capital Metro for a period of one (1) year after leaving employment on any contract with Capital Metro.

(vii) Participate for a period of two (2) years in a contract for a contractor or first-tier subcontractor with Capital Metro if the Board Member or employee participated in the recommendation, bid, proposal or solicitation of the Capital Metro contract or procurement.

Section 2. Employment and Representation

A Board Member or employee must disclose to his or her supervisor, appropriate Capital Metro staff or the Board Chair any discussions of future employment with any business which has, or the Board Member or employee should reasonably foresee is likely to have, any interest in a transaction upon which the Board Member or employee may or must act or make a recommendation subsequent to such discussion. The Board Member or employee shall take no further action on matters regarding the potential future employer.

A Board Member or employee shall not solicit or accept other employment to be performed or compensation to be received while still a Board Member or employee, if the employment or compensation could reasonably be expected to impair independence in judgment or performance of their duties.

A Board Member or employee with authority to appoint or hire employees shall not exercise such authority in favor of an individual who is related within the first degree, within the second degree by affinity or within the third degree by consanguinity as defined by the Capital Metro Nepotism Policy in accordance with Tex. Govt. Code, Ch. 573.

Section 3. Gifts

It is critical to keep an arms-length relationship with the entities and vendors Capital Metro does business with in order to prevent the appearance of impropriety, undue influence or favoritism.

No Board Member or employee shall:

(1) Solicit, accept or agree to accept any benefit or item of monetary value as consideration for the Board Member's or employee's decision, vote, opinion, recommendation or other exercise of discretion as a public servant. [Tex. Penal Code §36.02(c)]

(2) Solicit, accept or agree to accept any benefit or item of monetary value as consideration for a violation of any law or duty. [Tex. Penal Code §36.02(a)(1)]

(3) Solicit, accept or agree to accept any benefit or item of monetary value from a person the Board Member or employee knows is interested in or likely to become interested in any Capital Metro contract or transaction if the benefit or item of monetary value could reasonably be inferred as intended to influence the Board Member or employee. [Tex. Penal Code §36.08(d)]

(4) Receive or accept any gift, favor or item of monetary value from a contractor or potential contractor of Capital Metro or from any individual or entity that could reasonably be inferred as intended to influence the Board Member or employee.

Exception: Consistent with state law governing public servants, a gift does not include a benefit or item of monetary value with a value of less than \$50, excluding cash or negotiable instruments, unless it can reasonably be inferred that the item was intended to influence the Board Member or employee. A department may adopt more restrictive provisions if there is a demonstrated and documented business need. [Tex. Penal Code § 36.10(a)(6)]

Exception: A gift or other benefit conferred, independent of the Board Member's or employee's relationship with Capital Metro, that is not given or received with the intent to influence the Board Member or employee in the performance of his or her official duties is not a violation of this policy. The Capital Metro Ethics Officer or Board Ethics Officer must be consulted for a determination as to whether a potential gift falls within this exception.

Exception: Food, lodging, or transportation that is provided as consideration for legitimate services rendered by the Board Member or employee related to his or her official duties is not a violation of this policy.

If you are uncertain about a gift, seek guidance from the Ethics Officer.

Section 4. Business Meals and Functions

Board Members and employees may accept invitations for free, reasonable meals in the course of conducting Capital Metro's business or while attending a seminar or conference in connection with Capital Metro business as long as there is not an active or impending solicitation in which the inviting contractor or party may participate and attendance at the event or meal does not create an appearance that the invitation was intended to influence the Board Member or employee.

When attending such events, it is important to remember that you are representing Capital Metro and if you chose to drink alcohol, you must do so responsibly. Drinking irresponsibly may lead to poor judgment and actions that may violate the Code or other Capital Metro policies and may damage the reputation of Capital Metro in the community and the industry.

Section 5. Confidential Information

It is everyone's responsibility to safeguard Capital Metro's nonpublic and confidential information.

No Board Member or employee shall:

(1) Disclose, use or allow others to use nonpublic or confidential information that Capital Metro has not made public unless it is necessary and part of their job duties and then only pursuant to a nondisclosure agreement approved by legal counsel or with consultation and permission of legal counsel.

(2) Communicate details of any active Capital Metro procurement or solicitation or other contract opportunity to any contractor, potential contractor or individual not authorized to receive information regarding the active procurement or contract opportunity.

Section 6. Financial Accountability and Record Keeping

Capital Metro's financial records and reports should be accurate, timely, and in accordance with applicable laws and accounting rules and principles. Our records must reflect all components of a transaction in an honest and forthright manner. These records reflect the results of Capital Metro's operations and our stewardship of public funds.

A Board Member or employee shall:

(1) Not falsify a document or distort the true nature of a transaction.

- (2) Properly disclose risks and potential liabilities to appropriate Capital Metro staff.
- (3) Cooperate with audits of financial records.
- (4) Ensure that all transactions are supported by accurate documentation.
- (5) Ensure that all reports made to government authorities are full, fair, accurate and timely.
- (6) Ensure all accruals and estimates are based on documentation and good faith judgment.

Section 7. Conflict of Interest

Employees and Board Members are expected to deal at arms-length in any transaction on behalf of Capital Metro and avoid and disclose actual conflicts of interest under the law and the Code and any circumstance which could impart the appearance of a conflict of interest. A conflict of interest exists when a Board Member or employee is in a position in which any official act or action taken by them is, may be, or appears to be influenced by considerations of personal gain rather than the general public trust.

Conflict of Interest [Tex. Loc. Govt. Code, Ch. 171 & 176, § 2252.908]

No Board Member or employee shall participate in a matter involving a business, contract or real property transaction in which the Board Member or employee has a Substantial Interest if it is reasonably foreseeable that an action on the matter would confer a special economic benefit on the business, contract or real property that is distinguishable from its effect on the public. [Tex. Loc. Govt. Code, § 171.004]

Disclosure

A Board Member or employee must disclose a Substantial Interest in a business, contract, or real property that would confer a benefit by their vote or decision. The Board Member or employee may not participate in the consideration of the matter subject to the vote or decision. Prior to the vote or decision, a Board Member shall file an affidavit citing the nature and extent of his or her interest with the Board Vice Chair or Ethics Officer. [Tex. Loc. Govt. Code, § 171.004]

A Board Member or employee may choose not to participate in a vote or decision based on an appearance of a conflict of interest and may file an affidavit documenting their recusal.

Section 8. Disclosure of Certain Relationships [Tex. Loc. Govt. Code, Ch. 176]

Definitions

(1) A Local Government Officer is defined by Tex. Loc. Govt. Code § 176.001(4). A Local Government Officer is:

- (i) A member of the Board of Directors;
- (ii) The President/CEO; or

(iii) A third party agent of Capital Metro, including an employee, who exercises discretion in the planning, recommending, selecting or contracting of a vendor.

- (2) A Family Member is a person related within the first degree by consanguinity or the second degree by affinity as defined by Tex. Govt. Code, Ch. 573.
- (3) A Family Relationship is a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity as defined by Tex. Govt. Code, Ch. 573.
- (4) A Local Government Officer must file a Conflicts Disclosure Statement (FORM CIS) if:

(i) The person or certain Family Members received at least \$2,500 in taxable income (other than investment income) from a vendor or potential vendor in the last twelve (12) months through an employment or other business relationship;

(ii) The person or certain Family Members received gifts from a vendor or potential vendor with an aggregate value greater than \$100 in the last 12 months; or

(iii) The vendor (or an employee of the vendor) has a Family Relationship with the Local Government Officer.

- (5) A vendor doing business with Capital Metro or seeking to do business with Capital Metro is required to file a completed questionnaire (FORM CIQ) disclosing the vendor's affiliations or business relationship with any Board Member or local government officer or his or her Family Member.

Section 9. Duty to Report and Prohibition on Retaliation

Board Members and employees have a duty to promptly report any violation or possible violation of this Code of Ethics, as well as any actual or potential violation of laws, regulations, or policies and procedures to the hotline, the Capital Metro Ethics Officer or the Board Ethics Officer.

Any employee who reports a violation will be treated with dignity and respect and will not be subjected to any form of retaliation for reporting truthfully and in good faith. Any retaliation is a violation of the Code of Ethics and may also be a violation of the law, and as such, could subject both the individual offender and Capital Metro to legal liability.

Section 10. Penalties for Violation of the Code of Ethics

In addition to turning over evidence of misconduct to the proper law enforcement agency when appropriate, the following penalties may be enforced:

(1) If a Board Member does not comply with the requirements of this policy, the Board member may be subject to censure or removal from the Board in accordance with Section 451.511 of the Texas Transportation Code.

(2) If an employee does not comply with the requirements of this policy, the employee shall be subject to appropriate disciplinary action up to and including termination.

(3) Any individual or business entity contracting or attempting to contract with Capital Metro which offers, confers or agrees to confer any benefit as consideration for a Board Member's or employee's decision, opinion, recommendation, vote or other exercise of discretion as a public servant in exchange for the Board Member's or employee's having exercised his official powers or performed his official duties, or which attempts to communicate with a Board Member or Capital Metro employee regarding details of a procurement or other contract opportunity in violation of Section 5, or which participates in the violation of any provision of this Policy may have its existing Capital Metro contracts terminated and may be excluded from future business with Capital Metro for a period of time as determined appropriate by the President/CEO.

(4) Any individual who makes a false statement in a complaint or during an investigation of a complaint with regard to a matter that is a subject of this policy is in violation of this Code of Ethics and is subject to its penalties. In addition, Capital Metro may pursue any and all available legal and equitable remedies against the person making the false statement or complaint.

Section 11. Miscellaneous Provisions

(1) This Policy shall be construed liberally to effectuate its purposes and policies and to supplement such existing laws as they may relate to the conduct of Board Members and employees.

(2) Within sixty (60) days of the effective date for the adoption of this Code each Board Member and employee of Capital Metro will receive a copy of the Code and sign a statement acknowledging that they have read, understand and will comply with Capital Metro's Code of Ethics. New Board Members and employees will receive a copy of the Code and are required to sign this statement when they begin office or at the time of initial employment.

(3) Board Members and employees shall participate in regular training related to ethical conduct, this Code of Ethics and related laws and policies.

8. RESERVED

9. TEXAS ETHICS COMMISSION CERTIFICATION

In accordance with Section 2252.908, Texas Government Code, upon request of the Authority, the selected contractor may be required to electronically submit a "Certificate of Interested Parties" with the Texas Ethics Commission in the form required by the Texas Ethics Commission, and furnish the Authority with the original signed and notarized document prior to the time the Authority signs the contract. The form can be found at www.ethics.state.tx.us. Questions regarding the form should be directed to the Texas Ethics Commission.

10. TEXAS LABOR CODE CERTIFICATION (CONSTRUCTION ONLY)

Contractor certifies that Contractor will provide workers' compensation insurance coverage on every employee of the Contractor employed on the Project. Contractor shall require that each Subcontractor employed on the Project provide workers' compensation insurance coverage on every employee of the Subcontractor employed on the Project and certify coverage to Contractor as required by Section 406.96 of the Texas Labor Code, and submit the Subcontractor's certificate to the Authority prior to the time the Subcontractor performs any work on the Project.

11. CERTIFICATION REGARDING ISRAEL

As applicable and in accordance with Section 2270.002 of the Texas Government Code, the Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this Contract.

12. CERTIFICATION REGARDING FOREIGN TERRORIST ORGANIZATIONS

Contractor certifies and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

13. VERIFICATION REGARDING FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS

As applicable and in accordance with Section 2274.002 of the Texas Government Code, Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Contract against a firearm entity or firearm trade association.

14. BOYCOTT OF ENERGY COMPANIES PROHIBITED

Pursuant to Chapter 2274 of Texas Government Code, Contractor verifies that:

(a) it does not, and will not for the duration of the Contract, boycott energy companies, as defined in Section 2274.002 of the Texas Government Code, or

(b) the verification required by Section 2274.002 of the Texas Government Code does not apply to Contractor and this Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify the Authority.

15. CRITICAL INFRASTRUCTURE PROHIBITION

Pursuant to Chapter 2274 of Texas Government Code, Contractor certifies that, if this Contract or any contract between Contractor and Capital Metro relates to critical infrastructure, as defined in Chapter 2274 of the Texas Government Code, Contractor is not owned by or the majority of stock or other ownership interest of its firm is not held or controlled by:

- (a) individuals who are citizens of China, Iran, North Korea, Russia, or a Governor-designated country; or
- (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a Governor-designated country; or
- (c) headquartered in China, Iran, North Korea, Russia, or a Governor-designated country.

16. CERTIFICATION OF PRIME CONTRACTOR PARTICIPATION

- (a) The Prime Contractor certifies that it shall perform no less than thirty percent (30%) of the work with his own organization. The on-site production of materials produced by other than the Prime Contractor's forces shall be considered as being subcontracted.
- (b) The organization of the specifications into divisions, sections, articles, and the arrangement and titles of the project drawings shall not control the Prime Contractor in dividing the work among subcontractors or in establishing the extent of the work to be performed by any trade.
- (c) The offeror further certifies that no more than seventy percent (70%) of the work will be done by subcontractors.

17. REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) *Prohibition.* This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471 related to the prohibition of certain "covered telecommunications equipment and services", which includes:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) *Representation.* The Offeror represents that—

(1) It

- will
- will not

provide covered telecommunications equipment or services to the Authority in the performance of any contract, sub-contract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

- does
- does not

use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(d) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

18. SIGNATURE BLOCK FOR ALL REPRESENTATIONS AND CERTIFICATIONS

(a) These representations and certifications concern a material representation of fact upon which reliance will be placed in awarding a contract. If it is later determined that the offeror knowingly rendered an erroneous or false certification, in addition to all other remedies the Authority may have, the Authority may terminate the contract for default and/or recommend that the offeror be debarred or suspended from doing business with the Authority in the future.

(b) The offeror shall provide immediate written notice to the Authority if, at any time prior to contract award, the offeror learns that the offeror's certification was, or a subsequent communication makes, the certification erroneous.

(c) Offerors must set forth full, accurate and complete information as required by this solicitation (including this attachment). Failure of an offeror to do so may render the offer nonresponsive.

(d) A false statement in any offer submitted to the Authority may be a criminal offense in violation of Section 37.10 of the Texas Penal Code.

(e) I understand that a false statement on this certification may be grounds for rejection of this submittal or termination of the awarded contract.

Name of Offeror:

Trapeze Software Group, Inc.

Type/Print Name of Signatory:

Deborah Mills

Signature:

Deborah Mills

Date:

14- Feb - 2022

TAB 4

EXHIBIT E-REVISED-1

**CONTRACTUAL TERMS AND
CONDITIONS**

**EXHIBIT E-REVISED-1
CONTRACTUAL TERMS AND CONDITIONS
(SERVICES CONTRACT)**

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- (a) "Applicable Anti-Corruption and Bribery Laws" means international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to the Contractor's provision of goods and/or services to Authority, including without limitation "FCPA" or any applicable laws and regulations, including in the jurisdiction in which the Contractor operates and/or manufactures goods for the Authority, relating to anti-corruption and bribery.
- (b) "Authority", "Capital Metro", "Cap Metro", "CMTA" means Capital Metropolitan Transportation Authority.
- (c) "Authority Data" means the raw data inputted into Trapeze Databases.
- (d) "Authority Electronic Property" means (i) any Authority owned websites controlled by the Authority, (ii) any Authority owned mobile device apps, (iii) any Authority owned application programming interfaces (API) to the Authority's information technology systems, (iv) any other kiosks, devices or properties for consumer interaction that are created, owned, or controlled by the Authority, and (v) for Authority owned versions and successors of the foregoing, any form or format now known or later developed, that may be used by customers obtaining products or services from the Authority. Within the meaning of this definition and Exhibit E, the Authority specifically acknowledges, agrees and affirms (i) the Authority owns only the licenses to use Contractor Intellectual Property, Software, API, and Materials per the terms of Software License and Maintenance Agreement between the Authority and Contractor, (ii) the Authority is not the owner of Contractor's Intellectual Property, Software, API, or Materials, and (iii) the Authority is not given or claiming any right, title or interest in said Contractor Intellectual Property, Software, API, and Materials.
- (e) "Change Order" means a written order to the Contractor signed by the Contracting Officer, issued after execution of the Contract, authorizing a change in the term or scope of the Contract.
- (f) "Contract" or "Contract Documents" means this written agreement between the parties comprised of all the documents listed in the Table of Contents, Change Orders and/or Contract Modifications that may be entered into by the parties.
- (g) "Contract Award Date" means the date of the Contract award notice, which may take the form of a purchase order, signed Contract or Notice of Award, issued by the Authority.
- (h) "Contract Modification" means any changes in the terms or provisions of the Contract which are reduced to writing and fully executed by both parties.
- (i) "Contract Sum" means the total compensation payable to the Contractor for performing the Services as originally contracted for or as subsequently adjusted by Contract Modification.
- (j) "Contract Term" means period of performance set forth in the paragraph entitled "Term" contained in Exhibit E.
- (k) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and finding on behalf of the Authority. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (l) "Contractor" means the entity that has assumed the legal obligation to perform the Services as identified in the Contract.

(m) "Days" means calendar days. In computing any period of time established under this Contract, the day of the event from which the designated period of time begins to run shall not be included, but the last day shall be included unless it is a Saturday, Sunday, or Federal or State of Texas holiday, in which event the period shall run to the end of the next business day.

(n) "Deliverables" means deliverables that will be generated, prepared, created, or developed by the Contractor (or such third parties as the Contractor may be permitted to engage) at any time following the effective date of the Contract to be licensed by Contractor to the Authority for the use by the Authority under the terms Contract.

(o) "FAR" means the Federal Acquisition Regulations codified in 48 C.F.R. Title 48.

(p) "FCPA" means the United States Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, et seq., as amended.

(q) "Force Majeure Event" means including but not limited to, strikes, lockouts, or other industrial disputes; explosions, epidemics, civil disturbances, acts of domestic or foreign terrorism, acts of war (declared and undeclared), riots or insurrections; embargos, natural disasters, including but not limited to landslides, earthquakes, floods or washouts; interruptions by government or court orders; declarations of emergencies by applicable federal, state or local authorities; and present or future orders of any regulatory body having proper jurisdiction.

(r) "FTA" means the Federal Transit Administration.

(s) "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any software, design, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, and any derivative works thereto; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses. See also, Software License and Maintenance Agreement, Section 2, Software License.

(t) "Notice of Award" means formal notice of award of the Contract to the Contractor issued by the Contracting Officer.

(u) "Notice to Proceed" means written authorization for the Contractor to start the Services.

(v) "Project Manager" means the designated individual to act on behalf of the Authority, to monitor and certify the technical progress of the Contractor's Services under the terms of this Contract.

(w) "Proposal" means the offer of the proposer, submitted on the prescribed form, stating prices for performing the work described in the Scope of Services.

(x) "Services" means the services to be performed by the Contractor under this Contract, and includes services performed, workmanship, and supplies furnished or utilized in the performance of the Services.

(y) "Subcontract" means the Contract between the Contractor and its Subcontractors.

(z) "Subcontractor" means subcontractors of any tier.

(aa) "Works" means any tangible or intangible items or things that have been or will be specifically, generated, prepared, created, or developed by the Contractor (or such third parties as the Contractor may be permitted to engage) at any time following the effective date of the Contract, for the non-exclusive use of the Authority under the Contract, including but not limited to any (i) works of authorship (such as literary works, musical works, dramatic works, choreographic works, pictorial, graphic and sculptural works, motion pictures and other audiovisual works, sound recordings and architectural works, which includes but is not limited to manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer software, scripts, object code, source code or other programming code, HTML code, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trade-

marks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, and (vi) all documentation and materials related to any of the foregoing.

2. FIXED PRICE CONTRACT

This is a fixed price Contract for the Services specified and stated elsewhere in the Contract.

3. TERM

The term of the Contract shall be one (1) year from the Contract notice to proceed. No Services shall be performed under this Contract prior to issuance of a Notice to Proceed.

4. OPTION TO EXTEND CONTRACT TERM

The Authority shall have the option to extend the Contract for up to four option periods for a one (1) year duration each at the option prices set forth in Exhibit A - Pricing Schedule upon written notice to the Contractor.

5. INVOICING AND PAYMENT

(a) Invoices may be submitted once per month for work completed and accepted by the Authority, and marked "Original" to:

Accounts Payable
Capital Metropolitan Transportation Authority
P.O. Box 6308
Austin, Texas 78762-6308

Or via e-mail to: ap_invoices@capmetro.org

and shall conform to policies or regulations adopted from time to time by the Authority. Invoices shall be legible and shall contain, as a minimum, the following information:

- (1) the Contract and order number (if any);
- (2) a complete itemization of all costs including quantities ordered and delivery order numbers (if any);
- (3) any discounts offered to the Authority under the terms of the Contract;
- (4) evidence of the acceptance of the supplies or Services by the Authority; and
- (5) any other information necessary to demonstrate entitlement to payment under the terms of the Contract.

(b) All undisputed invoices shall be paid within the time period allowed by law through the Texas Prompt Payment Act, Tex. Gov't Code § 2251.021(b).

(c) The Contractor shall be responsible for all costs/expenses not otherwise specified in this Contract, including by way of example, all costs of equipment provided by the Contractor or Subcontractor(s), all fees, fines, licenses, bonds, or taxes required or imposed against the Contractor and Subcontractor(s), travel related expenses, and all other Contractor's costs of doing business.

(d) In the event the Authority believes it has made an overpayment to the Contractor under this Contract or the Authority discovers that the Authority has paid any invoices or charges not authorized under this Contract, or Contractor believes the Authority has made an underpayment to Contractor, the Authority and the Contractor will resolve said issue and payments owing to either party as set forth in Section ??, Interpretation of Contract – Disputes

6. **RESERVED**

7. **RESERVED**

8. **INSURANCE**

(a) The Contractor shall furnish proof of Capital Metro-stipulated insurance requirements specified below. All insurance policies shall be primary and non-contributing with any other valid and collectible insurance or self-insurance available to the Authority and shall contain a contract waiver of subrogation in favor of the Authority. The Contractor shall furnish to the Authority certificate(s) of insurance evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies. Prior to the expiration of a certificate of insurance, a new certificate of insurance shall be furnished to the Authority showing continued coverage. Each policy shall be endorsed to provide thirty (30) days written notice of cancellation or non-renewal to the Authority and the Authority shall be named as an Additional Insured under each policy except Professional Liability insurance if required by this Contract. All insurance policies shall be written by reputable insurance company or companies acceptable to the Authority with a current Best's Insurance Guide Rating of A+ and Class XIII or better. All insurance companies shall be authorized to transact business in the State of Texas. The Contractor shall notify the Authority in writing of any material alteration of such policies, including any change in the retroactive date in any "claims-made" policy or substantial reduction of aggregate limits, if such limits apply or cancellation thereof at least thirty (30) days prior thereto. The below requirements only represent the minimum coverage acceptable to the Authority and these requirements are not intended to represent the maximum risk or the maximum liability of the Contractor. The Contractor shall be responsible for setting its own insurance requirements, if any, for the kind and amounts of insurance to be carried by its Subcontractors in excess of the insurance required by the Authority.

The Contractor shall carry and pay the premiums for insurance of the types and in the amounts stated below.

CAPITAL METRO MINIMUM COVERAGE REQUIREMENTS

(1) **Commercial General Liability Insurance** Coverage with limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) per occurrence Combined Single Limit of Liability for Bodily Injury and Property Damage with an aggregate of Two Million Dollars and No/100 Dollars (\$2,000,000) with coverage that includes:

- (i) Products and Completed Operations Liability
- (ii) Independent Contractors
- (iii) Personal Injury Liability extended to claims arising from employees of the Contractor and the Authority.
- (iv) Contractual Liability pertaining to the liabilities assumed in the agreement.

(2) **Business Automobile Liability Insurance** with minimum coverage limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) with combined single limit of Two Million Dollars (\$2,000,000), covering all owned, hired and non-owned automobiles used in connection with the Services for Bodily Injury and Property Damage.

(3) **Workers' Compensation Insurance** providing statutory limits in accordance with the Texas Workers' Compensation Act and/or other State or Federal law as may be applicable to the Services being performed under this Contract.

(4) **Employer Liability Insurance** with minimum limits of One Million Dollars and No/100 Dollars (\$1,000,000).

(5) **Technology Errors & Omissions Insurance:** Combined Technology & Omissions Policy with a minimum Five Million and No/100 Dollars (\$5,000,000) claim limit, including:

- (i) **Professional Liability Insurance** covering negligent acts, errors and omissions arising from the Contractor's work to pay damages for which the Contractor may become legally obligated (such coverage to be

maintained for at least two (2) years after termination of this Contract, which obligation shall expressly survive termination of this Contract; and

(ii) **Privacy, Security and Media Liability Insurance** providing liability for unauthorized access or disclosure, security breaches or system attacks, as well as infringement of copyright and trademark that might result from this Contract with a third-party extension endorsement in favor of the Authority.

(b) The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required above.

(c) The Contractor, and all of its insurers shall, in regard to the above stated insurance, agree to waive all rights of recovery or subrogation against the Authority, its directors, officers, employees, agents, successors and assigns, and the Authority's insurance companies arising out of any claims for injury(ies) or damages resulting from the Services performed by or on behalf of the Contractor under this Contract and/or use of any Authority premises or equipment under this Contract.

(d) Each insurance policy shall contain the following endorsements: PRIMARY AND NON-CONTRIBUTORY INSURANCE and WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS, which shall be evidenced on the Certificate of Insurance. The General Liability insurance shall include contractual endorsement(s) which acknowledge all indemnification requirements under the Agreement. All required endorsements shall be evidenced on the Certificate of Insurance, which shall be evidenced on the Certificate of Insurance. Proof that insurance coverage exists shall be furnished to the Authority by way of a Certificate of Insurance before any part of the Contract work is started.

(e) If any insurance coverage required to be provided by the Contractor is canceled, terminated, or modified so that the required insurance coverages are no longer in full force and effect, the Authority shall immediately notify Contractor. Contractor shall have thirty (30) days to provide a substitute Certificate of Insurance.

(f) If any part of the Contract is sublet, the Contractor shall be liable for its Subcontractor's insurance coverages of the types and in the amounts stated above, and shall furnish the Authority with copies of such Certificates of Insurance. In the event a Subcontractor is unable to furnish insurance in the limits required under the Contract, the Contractor shall endorse the Subcontractor as an ADDITIONAL INSURED on the Contractor's policies.

(g) All insurance required to be maintained or provided by the Contractor shall be with companies and through policies approved by The Authority. The Authority reserves the right to inspect in person, prior to the commencement of the Services, all of the Contractor's insurance policy required under this Contract.

(h) The Contractor must furnish proof of the required insurance within five (5) days of the award of the Contract. Certificate of Insurance must indicate the Contract number and description. The insurance certificate should be furnished to the attention of the Contracting Officer.

(i) The Contractor and its lower tier Subcontractors are required to cooperate with the Authority and report all potential claims (workers' compensation, general liability and automobile liability) pertaining to this Contract to the Authority's Risk Management Department at (512) 389-7549 within ten (10) days of the incident.

9. PERFORMANCE OF SERVICES BY THE CONTRACTOR

Except as otherwise provided herein, the Contractor shall perform no less than thirty percent (30%) of the Services with its own organization. If, during the progress of Services hereunder, the Contractor requests a reduction in such performance percentage and the Authority determines that it would be to the Authority's advantage, the percentage of the Services required to be performed by the Contractor may be reduced; provided, written approval of such reduction is obtained by the Contractor from the Authority.

10. REMOVAL OF ASSIGNED PERSONNEL

The Authority may require, in writing, that the Contractor remove from the Services any employee or Subcontractor of the Contractor that the Authority deems inappropriate for the assignment. Such requests shall be reasonable in motivation and expectation of timely compliance. Trapeze anticipates that all proposed resource changes will be discussed and confirmed jointly between Trapeze and the Authority,

11. REPRESENTATIONS AND WARRANTIES

The Contractor represents to the Authority the Services to be performed hereunder will conform with the descriptions and other data set forth in this Contract and with sound professional principles and practices in accordance with accepted industry standards, and that work performed by the Contractor's personnel shall reflect sound professional knowledge, skill and judgment. If a breach of this representation is discovered by the Authority during the performance of the services, the Contractor shall cause the nonconforming or inadequate work to be properly performed.

12. INDEPENDENT CONTRACTOR

The Contractor's relationship to the Authority in the performance of this Contract is that of an independent contractor. The personnel performing Services under this Contract shall at all times be under the Contractor's exclusive direction and control and shall be employees of the Contractor and not employees of the Authority. The Contractor shall be fully liable for all acts and omissions of its employees, Subcontractors, and their suppliers and shall be specifically responsible for sufficient supervision and inspection to assure compliance in every respect with Contract requirements. There shall be no contractual relationship between any Subcontractor or supplier of the Contractor and the Authority by virtue of this Contract. The Contractor shall pay wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as Social Security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

13. COMPOSITION OF CONTRACTOR - REMOVED

14. SUBCONTRACTORS AND OUTSIDE CONSULTANTS

Any Subcontractors and outside associates or consultants required by the Contractor in connection with the Services covered by the Contract will be limited to such individuals or firms as were specifically identified and agreed to by the Authority in connection with the award of this Contract. Any substitution in such Subcontractors, associates, or consultants will be subject to the prior approval of the Authority, which shall not be unreasonably withheld.

15. EQUITABLE ADJUSTMENTS - REMOVED

16. PERSONNEL ASSIGNMENTS

(a) The Contractor shall perform the Services in an orderly and workmanlike manner, and shall employ persons skilled and qualified for the performance of the Services assigned to such persons under the Contract. The Authority will have the right to review the experience of each candidate, and approve assignments of the Contractor's personnel, as set forth in Section 10 above.

(b) To the extent applicable to the work and to the extent that it is permitted under applicable law, Contractor certifies that contractor has established a criminal history background policy that complies with guidance issued by the U.S. Equal Employment Opportunity Commission and that contractor conducts criminal history checks on its assigned personnel in accordance with such policy to identify and hire personnel to work on this contract whose criminal backgrounds are appropriate for the work being performed, considering the risk and liability to the contractor and the Authority. The Authority reserves the right to require contractor to disclose any criminal or military criminal convictions of assigned personnel and the right to disapprove the use of assigned personnel with criminal or military convictions.

17. BADGES AND ACCESS CONTROL DEVICES

(a) The Contractor and each of the Contractor's employees, as well as each Subcontractor of any tier and any workers working on behalf of Subcontractor, shall be required to wear a Capital Metro Contractor Photo Identification Badge ("badge") at all times while on the Authority's premises. The badge will be provided by Capital Metro. If any badge holder loses or misplaces his or her badge, the Contractor shall immediately notify the Project Manager upon discovery. The Contractor will be charged a \$50.00 replacement fee for each lost or misplaced badge, which fee shall be deducted any amounts due and owing to the Contractor or if the Contract is terminated upon demand by the Authority. The Contractor shall return all badges provided when any badge holder is no longer working on the Contract, and all badges shall be returned upon completion of the Contract. In the event the Contractor fails to do so, the Contractor will pay a \$50.00 per badge fee deducted from any amounts due and owing to the Contractor or if the Contract is terminated upon demand by the Authority. All badges should be returned to the Project Manager. All requests for new and replacement badges must be submitted in writing to the Project Manager.

(b) Access Control Devices will be issued to employees of the Contractor and to each Subcontractor of any tier and any worker working on behalf of Subcontractor as necessary to perform the Contract. Access Control Devices are not transferable between the Contractor employees or workers working on behalf of the Subcontractor. The Contractor employees and workers on behalf of the Subcontractor are prohibited from loaning Access Control Devices or providing access to an unauthorized person into restricted areas without prior arrangements with the Project Manager. All requests for new and replacement Access Control Devices must be submitted in writing to the Project Manager. Lost Access Control Devices must be reported to the Project Manager immediately upon discovery. All Access Control Devices should be returned to the Project Manager. The Contractor shall return all Access Control Devices once an assigned employee or worker is no longer working on the Contract or upon termination of the Contract. In the event the Contractor fails to do so, then the Contractor shall be responsible for the replacement cost of an Access Control Device which shall be deducted from any amounts due and owing to the Contractor or payable on demand if the Contract has terminated. The replacement cost will be calculated at current market value to include labor and materials.

18. CHANGES

(a) The Authority may, at any time, by written order, make changes within the general scope of the Contract in the Services to be performed. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any Services under this Contract, whether or not changed by any order, an equitable adjustment shall be made and the Contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this paragraph must be asserted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change unless the Contracting Officer grants a further period of time before the date of final payment under the Contract.

(b) No Services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Authority.

(c) Any other written order (which, as used in this paragraph (c), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change in the Contractor's obligations shall be treated as a Change Order under this paragraph; provided that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances, and source of the order and (2) that the Contractor regards the order as a Change Order.

(d) Except as provided in this paragraph, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this paragraph or entitle the Contractor to an equitable adjustment.

(e) If any change under this paragraph causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Services under this Contract, whether or not changed by any such order, a mutually agreed Contract Modification shall be executed by the Authority and the Contractor and integrated into the Agreement.

19. TERMINATION FOR DEFAULT

(a) The Authority may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and such failure is not cured within a period of 15 days (or such longer period as the Authority may authorize in writing) after receipt of notice from the Authority specifying such failure.

(b) Intentionally Deleted.

(c) The Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to Force Majeure Events; provided, however, in every case the failure to must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor and if such default arises out of causes beyond the control of both the Contractor and Subcontractor and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or Services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

(d) Contractor may terminate this Contract or any part hereof for cause in the event of a Default by the Authority. "Default" is defined as any of the following: (i) Authority's failure to comply with any of the material terms and conditions of this contract; (ii) insolvency, bankruptcy, liquidation or dissolution of the Authority; or (iii) any other event which causes reasonable doubt as to the Authority's ability to meet its obligations set forth hereunder. The Contractor shall, in the case of a termination for Default, allow the Authority an appropriate period of time, in no event less than thirty (30) calendar days, in which to cure the Default, or, if a Default is not such that it can be cured within thirty (30) calendar days, then the Authority shall diligently commence to correct such defect within thirty (30) calendar days.

(e) If, after notice of termination of this Contract under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be those provided in the paragraph entitled "Termination for Convenience" contained in this Exhibit E. Failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the disputes clause contained in this Contract.

(f) Intentionally Deleted.

20. TERMINATION FOR CONVENIENCE

(a) The Authority may, whenever the interests of the Authority so require, terminate this Contract, in whole or in part, for the convenience of the Authority. The Authority shall give written notice of the termination to the Contractor of no less than 30 days specifying the part of the Contract terminated and when termination becomes effective.

(b) The Contractor shall incur no further obligations in connection with the terminated orders, and, on the date set forth in the notice of termination, the Contractor will stop providing Services to the extent specified. The Contractor also shall terminate outstanding orders and subcontracts as they relate to the terminated order. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated orders. The Contractor must still complete any orders not terminated by the notice of termination and may incur such obligations as are necessary to do so.

(c) Intentionally Deleted.

(d) The Authority shall pay the Contractor the following amounts:

(1) Contract prices for services provided under the Contract;

(2) Costs incurred in preparing to perform and performing the terminated portion of the Services plus a fair and reasonable profit on such portion of the Services (such profit shall not include anticipatory profit or consequential

damages), less amounts paid or to be paid for accepted supplies; provided, however, that if it appears that the Contractor would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included, and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(3) Costs of settling and paying claims arising out of the termination of subcontracts (these costs must not include costs paid in accordance with subparagraph (2) of this paragraph); and

(4) The reasonable settlement costs of the Contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract.

(1) The total sum to be paid the Contractor under this paragraph shall not exceed the total Contract Sum plus the reasonable settlement costs of the Contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under this paragraph, and the contract price of orders not terminated.

21. CONTRACTOR CERTIFICATION

The Contractor certifies that the fees in this Contract have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

22. INTELLECTUAL PROPERTY; DATA PRIVACY PROVISIONS - REMOVED

23. STANDARDS OF PERFORMANCE

The Contractor shall perform the Services hereunder in compliance with all applicable federal, state, and local laws and regulations. The Contractor shall use only licensed personnel to perform Services required by law to be performed by such personnel.

24. INSPECTIONS AND APPROVALS

If any of the Services do not conform with the Service Standards for Maintenance of Trapeze Software referenced in the Contract; Software License and Maintenance Agreement, the Authority may require the Contractor to perform the Services again in conformity with the Contract requirements, at no increase in the Contract Sum.

25. SUSPENSION OF SERVICES

(a) The Authority may order the Contractor in writing to suspend all or any part of the Services for such period of time as the Authority determines to be appropriate for the convenience of the Authority.

(b) If the performance of all or any part of the Services is, for an unreasonable period of time, suspended or delayed by an act of the Authority in the administration of this Contract, or by the Authority's failure to act within the time specified in this Contract (or, if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Contract (excluding profit) necessarily caused by such unreasonable suspension or delay, and the Contract modified in writing accordingly. However, no adjustment shall be made under this paragraph for any suspension or delay to the extent (1) that performance would have been suspended or delayed by any other cause, including the fault or negligence of the Contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Contract.

(c) No claim under this paragraph shall be allowed (1) for any costs incurred more than twenty (20) days before the Contractor shall have notified the Authority in writing of the act or failure to act involved (but this requirement shall not apply to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension or delay, but not later than the date of final payment. No part of any claim based on the provisions of this subparagraph shall be allowed if not supported by

adequate evidence showing that the cost would not have been incurred but for a delay within the provisions of this paragraph.

26. PAYMENT TO SUBCONTRACTORS - REMOVED

27. FEDERAL, STATE AND LOCAL TAXES

The Contract Sum includes all applicable federal, state, and local taxes and duties. The Authority is exempt from taxes imposed by the State of Texas and local sales and use taxes under Texas Tax Code § 151.309, and any such taxes included on any invoice received by the Authority shall be deducted from the amount of the invoice for purposes of payment. The Contractor may claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts. The Contractor bears sole and total responsibility for obtaining information pertaining to such exemption.

28. EQUAL OPPORTUNITY

During the performance of this Contract, the Contractor agrees that it will, in good faith, afford equal opportunity required by applicable federal, state, or local law to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability or any other characteristic protected by federal, state or local law.

29. CONFLICT OF INTEREST

(a) Reference is made to Exhibit B, Representations and Certifications, Code of Ethics, which is incorporated herein and made a part of this Contract. Capitalized terms used in this paragraph and not otherwise defined shall have the meanings as described to them in the Code of Ethics.

(b) The Contractor represents that no Employee has a Substantial Interest in the Contractor or this Contract, which Substantial Interest would create or give rise to a Conflict of Interest. The Contractor further represents that no person who has a Substantial Interest in the Contractor and is or has been employed by the Authority for a period of two (2) years prior to the date of this Contract has or will (1) participate, for the Contractor, in a recommendation, bid, proposal or solicitation on any Authority contract, procurement or personnel administration matter, or (2) receive any pecuniary benefit from the award of this Contract through an ownership of a Substantial Interest (as that term is defined in Paragraph II, subparagraphs (1) and (3) of the Code of Ethics) in a business entity or real property.

(c) The Contractor agrees to ensure that the Code of Ethics is not violated as a result of the Contractor's activities in connection with this Contract. The Contractor agrees to immediately inform the Authority if it becomes aware of the existence of any such Substantial Interest or Conflict of Interest, or the existence of any violation of the Code of Ethics arising out of or in connection with this Contract.

(d) The Authority may, in its sole discretion, require the Contractor to cause an immediate divestiture of such Substantial Interest or elimination of such Conflict of Interest, and failure of the Contractor to so comply shall render this Contract voidable by the Authority. Any willful violation of these provisions, creation of a Substantial Interest or existence of a Conflict of Interest with the express or implied knowledge of the Contractor shall render this Contract voidable by the Authority.

(e) In accordance with paragraph 176.006, Texas Local Government Code, "vendor" is required to file a conflict of interest questionnaire within seven business days of becoming aware of a conflict of interest under Texas law. The conflict of interest questionnaire can be obtained from the Texas Ethics Commission at www.ethics.state.tx.us. The questionnaire shall be sent to the Authority's Contract Administrator.

30. GRATUITIES

The Authority may cancel this Contract, without liability to the Contractor, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor or any agent or representative to any Authority official or employee with a view toward securing favorable treatment with respect to the performance of this Contract. In the event this Contract is canceled by the Authority pursuant to this provision, the Authority shall be

entitled, in addition to any other rights and remedies, to recover from the Contractor a sum equal in amount to the cost incurred by the Contractor in providing such gratuities.

31. PUBLICATIONS - REMOVED

32. REQUEST FOR INFORMATION

(a) The Contractor shall not provide information generated or otherwise obtained in the performance of its responsibilities under this Contract to any party other than the Authority and its authorized agents except as otherwise provided by this Contract or after obtaining the prior written permission of the Authority.

(b) To the extent applicable to the services hereunder, this Contract, all data and other information developed pursuant to this Contract shall be subject to the Texas Public Information Act. The Authority shall comply with all aspects of the Texas Public Information Act. Authority shall promptly notify Contractor of any requests pursuant to any Freedom of Information Act, or similar legislation, for Trapeze data and information to allow Contractor the opportunity to submit information to the Texas Attorney General explaining the confidential nature of the information.

(c) The Contractor is instructed that any requests for information regarding this Contract and any deliverables shall be referred to the Authority.

(d) The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

(1) The requirement of Subchapter J, Chapter 552, Government Code as amended currently applies to expenditures of at least \$1 million in public funds for the purchase of goods or services.

33. RIGHT TO PROPOSAL AND CONTRACTUAL MATERIAL - REMOVED

34. LIMITATION OF LIABILITY

Notwithstanding any other provision of this contract or exhibits to the contrary, in no event shall the either party or its officers, directors, agents or employees be liable in contract or tort, to the other party or any third party for special, indirect, incidental or consequential damages, resulting from a party's performance, nonperformance, or delay in performance of its obligations under this contract, or either party's termination of the contract with or without cause, or the suspension of the services. This limitation of liability shall not apply to intentional tort or fraud. Contractor shall include similar liability provisions in all its subcontracts. Contractor's aggregate liability and responsibility for any and all claims, damages, costs or losses whatsoever arising either jointly or solely from or in connection with this contract or the use of the services (whether or not in the manner permitted by this contract), including claims for breach of contract, tort, misrepresentation, or otherwise, shall in no event exceed no more than the two (2) times annual Software maintenance support fee paid by the Licensee for the year in which the Authority seeks to rely upon this Paragraph.

35. LAWS, STATUTES AND OTHER GOVERNMENTAL REQUIREMENTS

The Contractor agrees that it shall be in compliance with all laws, statutes, and other governmental requirements, regulations or standards prevailing during the term of this Contract.

36. CLAIMS

In the event that any claim, demand, suit, or other action is made or brought by any person, firm, corporation, or other entity against the Contractor arising out of this Contract, the Contractor shall give written notice thereof, to the Authority within three (3) working days after being notified of such claim, demand, suit, or action. Such notice shall state the date and hour of notification of any such claim, demand, suit, or other action; the name and address of the person, firm, corporation, or other entity making such claim or instituting or threatening to institute any type of action or proceeding; the basis of such claim, action, or proceeding; and the name of any person against whom such claim is being made or threatened. Such written notice shall be delivered either personally or by mail and shall be directly

sent to the attention of the President/CEO, Capital Metropolitan Transportation Authority, 2910 E. 5th Street, Austin, Texas 78702.

37. ASSIGNMENTS

This contract shall be binding upon the parties, their successors, and assignees; provided, however, that neither party shall assign its obligations or delegate its duties hereunder without the prior written consent of the other. Any attempted assignment or delegation without written consent shall be void and ineffective. Notwithstanding the above, in the event of an assignment or novation of this contract to an affiliate of the Contractor pursuant to an internal corporate reorganization, the Contractor shall not require the Authority's prior consent to such assignment or novation.

38. LICENSES AND PERMITS

The Contractor shall, without additional expense to the Authority, be responsible for obtaining any necessary licenses, permits, and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to the Services to be provided under this Contract including, but not limited to, any laws or regulations requiring the use of licensed Subcontractors to perform parts of the work.

39. NOTICE OF LABOR DISPUTES - REMOVED

40. PUBLICITY RELEASES

All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning this Contract or the Services hereunder which the Contractor or any of its Subcontractors desires to make for the purposes of publication in whole or in part, shall be subject to approval by the Authority prior to release.

41. INTEREST OF PUBLIC OFFICIALS - REMOVED

42. INDEMNIFICATION

(a) Contractor will indemnify, defend and hold the authority and its officers, directors, employees, agents and representatives (the authority and each such person or entity is an "indemnified party") harmless from and against and pay any and all Damages (as defined herein) directly or indirectly resulting from, relating to, arising out of or attributable to any of the following:

(i) any bodily injuries, including death, sustained by any person to the extent caused by the negligence or willful misconduct of Contractor, its officers, employees, representatives, assigns or subcontractors, in the performance of the contract;

(ii) damage to real property, to the extent caused by the negligence or willful misconduct of Contractor, its officers, employees, representatives, assigns or subcontractors, in the performance of the contract; or

(iii) any claims brought against the authority by a third party based on the claim that the services or deliverables provided by the Contract infringe the intellectual property rights of that third party.

"Damages" means all direct or indirect damages, losses, liabilities, deficiencies, settlements, claims, awards, interest, penalties, judgments, fines, or other costs or expenses of any kind or nature whatsoever, whether known or unknown, contingent or vested, matured or unmatured, and whether or not resulting from third-party claims, including costs (including, without limitation, reasonable fees and expenses of attorneys, other professional advisors and expert witnesses) related to any investigation, action, suit, arbitration, appeal, claim, demand, inquiry, complaint, mediation, investigation or similar event, occurrence or proceeding.

(b) If any action is commenced or threatened that may give rise to a claim for indemnification under subsection (a) above (a "Claim") by any Indemnified Party against the Contractor, then such Indemnified Party will promptly give notice to the Contractor after such Indemnified Party becomes aware of such claim. Failure to notify the Contractor will not relieve the Contractor of any liability that it may have to the Indemnified Party, except to the extent that the

defense of such action is materially and irrevocably prejudiced by the Indemnified Party's failure to give such notice. the contractor will assume and thereafter diligently and continuously conduct the defense of a claim with counsel of its own choosing. The Indemnified Party will have the right, at its own expense, to participate in the defense of a claim without relieving the Contractor of any obligation described above, provided that the Contractor shall have full control of the defense. in no event will Contractor approve the entry of any judgment or enter into any settlement with respect to any claim if any admission of fault by or where any obligations are imposed on the Indemnified Party without the Indemnified Party's prior written approval, which will not be unreasonably withheld. provided that the indemnified Party has provided an appropriate, timely notice, until the contractor assumes the diligent defense of a Claim, the indemnified party may defend against a Claim in any manner the Indemnified Party reasonably deems appropriate.

(c) If in any intellectual property infringement Claim so defended, the services or deliverables, or a component thereof, is held to constitute an infringement, or if in the light of any claim of infringement the Contractor deems it advisable to do so, the Contractor may either: (a) replace the services or deliverables with a fully compatible, functionally equivalent and non-infringing substitute; (b) modify or create a work-around to the services or deliverables in a manner that does not adversely affect the features, usability and functionality thereof in order to avoid the infringement; (c) obtain a license for Authority from the third party owner or its exclusive licensee, as applicable, to continue its use of the services or deliverables in the same manner as permitted by, and for the term of this agreement; or (d) if none of the foregoing alternatives is possible, then, at the Authority's sole discretion, one of the following options will be exercised: (i) Authority and Contractor will discuss in good faith modification of any fees paid to contractor to reflect the diminished functionality of the remaining services and/or deliverables; or (ii) Authority will have the option to terminate this agreement and, as its sole remedy upon termination of this agreement, (a) Contractor will return any fees paid for the enjoined services or deliverables, and (b) Authority will pay the balance of the license fees otherwise due under this agreement, discounted to reflect the loss of utility pertaining to the enjoined services and/or deliverable. if the infringement is alleged prior to completion of delivery of the services under this contract, the Contractor may decline to make further services without being in breach of this contract. the foregoing states the sole and exclusive liability of the Contractor for any intellectual property rights infringement claim.

(d) This Section will survive any termination or expiration of this contract.

43. RECORD RETENTION; ACCESS TO RECORDS AND REPORTS

(a) If this is a cost-reimbursement, incentive, time and materials, labor hour, or price determinable Contract, or any combination thereof, the Contractor shall maintain, and the Authority and its representatives shall have the right to examine, all books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Contract.

(c) If the Contractor submitted certified cost or pricing data in connection with the pricing of this Contract or if the Contractor's cost of performance is relevant to any change or modification to this Contract, the Authority and its representatives shall have the right to examine all books, records, documents, and other data of the Contractor related to the negotiation, pricing, or performance of such Contract, change, or modification for the purpose of evaluating the costs incurred and the accuracy, completeness, and currency of the cost or pricing data submitted. The right of examination shall extend to all documents necessary to permit adequate evaluation of the costs incurred and the cost or pricing data submitted, along with the computations and projections used therein.

(d) The Contractor agrees to maintain and make available the materials described above in this Section, at the office of the Contractor at all reasonable times for inspection, audit or reproduction for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(e) The Contractor agrees insert a clause containing all the provision of this clause, in all subcontracts relation to this contract and exceeding \$25,000 hereunder, altered to reflect the proper identification of the contracting parties and the Authority under the prime contract.

44. EXCUSABLE DELAYS

(a) Except for defaults of Subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this Contract under its terms if the failure arises from Force Majeure Events. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the performance of the Services.

(b) If the failure to perform is caused by the failure of a Subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and Subcontractor and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless:

- (1) the subcontracted supplies or services were obtainable from other sources;
- (2) the Authority ordered the Contractor in writing to obtain these services from the other source; and
- (3) the Contractor failed to comply reasonably with this order.

(c) Upon the request of the Contractor, the Authority shall ascertain the facts and extent of the failure. If the Authority determines that any failure to perform results from one or more of the causes above, the delivery schedule or period of performance shall be revised, subject to the rights of the Authority under Termination clause this Contract.

45. LOSS OR DAMAGE TO PROPERTY

The Contractor shall be responsible for any loss or damage to property including money securities, merchandise, fixtures and equipment belonging to the Authority or to any other individual or organization, if any such loss or damage was caused by the Contractor or any Subcontractor at any tier, or any employee thereof, while such person is on the premises of the Authority as an employee of the Contractor or Subcontractor.

46. CONTRACTOR CONTACT/AUTHORITY DESIGNEE

The Contractor shall provide the Authority with a telephone number to ensure immediate communication with a person (not a recording) anytime during Contract performance. Similarly, the Authority shall designate an Authority representative who shall be similarly available to the Contractor.

47. QUALITY ASSURANCE - REMOVED

48. INTERPRETATION OF CONTRACT – DISPUTES

All questions concerning interpretation or clarification of this Contract or the acceptable fulfillment of this Contract by the Contractor shall be submitted in a timely manner in writing to the Authority's Contracting Officer for determination. All determinations, instructions, and clarifications of the Contracting Officer shall be final and conclusive unless the Contractor files with the Capital Metro President/CEO within two (2) weeks after the Authority notifies the Contractor of any such determination, instruction or clarification, a written protest, stating in detail the basis of the protest. The President/CEO shall consider the protest and notify the Contractor within two (2) weeks of the protest filing of his or her final decision. The President/CEO's decisions shall be conclusive subject to judicial review. Notwithstanding any disagreement the Contractor may have with the decisions of the President/CEO, the Contractor shall proceed with the Services in accordance with the determinations, instructions, and clarifications of the President/CEO. The Contractor shall be solely responsible for requesting instructions or interpretations and liable for any cost or expenses arising from its failure to do so. The Contractor's failure to protest the Contracting Officer's determinations, instructions, or clarifications within the two-week period shall constitute a waiver by the Contractor of all of its rights to further protest.

49. TOBACCO FREE WORKPLACE

(a) Tobacco products include cigarettes, cigars, pipes, snuff, snus, chewing tobacco, smokeless tobacco, dipping tobacco and any other non-FDA approved nicotine delivery device.

- (b) The tobacco free workplace policy refers to all Capital Metro owned or leased property. Note that this includes all buildings, facilities, work areas, maintenance facilities, parking areas and all Authority owned vehicles.
- (c) Tobacco use is not permitted at any time on Capital Metro owned or leased property, including personal vehicles parked in Capital Metro parking lots.
- (d) Littering of tobacco-related products on the grounds or parking lots is also prohibited.

50. ORDER OF PRECEDENCE

In the event of any inconsistency between the provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- 1. Trapeze Software License and Maintenance Agreement and its Exhibit A Pricing Schedule, and its Exhibit B Service Standard for Maintenance of Trapeze Software
- 2. Exhibit A – Pricing Schedule SSP 307244
- 3. Exhibit E – Contractual Terms and Conditions
- 4. Exhibit B – Representations and Certifications
- 5. Other provisions or attachments to the Contract

51. ANTI-CORRUPTION AND BRIBERY LAWS

The Contractor shall comply with all Applicable Anti-Corruption and Bribery Laws. The Contractor represents that it has not and shall not violate or cause the Authority to violate any such Anti-Corruption and Bribery Laws. The Contractor further represents that, in connection with supplies or Services provided to the Authority or with any other business transaction involving the Authority, it shall not pay, offer, promise, or authorize the payment or transfer of anything of value, directly or indirectly to: (a) any government official or employee (including employees of government owned or controlled companies or public international organizations) or to any political party, party official, or candidate for public office or (b) any other person or entity if such payments or transfers would violate applicable laws, including Applicable Anti-Corruption and Bribery Laws.

52. ORGANIZATIONAL CONFLICT OF INTEREST (OCI) - REMOVED

53. MISCELLANEOUS

- (a) This Contract does not intend to, and nothing contained in this Contract shall create any partnership, joint venture or other equity type agreement between the Authority and the Contractor.
- (b) All notices, statements, demands, requests, consents or approvals required under this Contract or by law by either party to the other shall be in writing and may be given or served by depositing same in the United States mail, postage paid, registered or certified and addressed to the party to be notified, with return receipt requested; by personally delivering same to such party; an agent of such party; or by overnight courier service, postage paid and addressed to the party to be notified; or by e-mail with delivery confirmation. Notice deposited in the U.S. mail in the manner hereinabove described shall be effective upon such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified.

If to the Contractor: As set forth in Exhibit B, Representations and Certifications, to this Contract

If to the Authority: Capital Metropolitan Transportation Authority
Attn: Sr. Director/Chief Contracting Officer
2910 E. 5th Street
Austin, Texas 78702

Address for notice can be changed by written notice to the other party.

- (c) If any term or provision of this Contract or any portion of a term or provision hereof or the application thereof to any person or circumstance shall, to any extent, be void, invalid or unenforceable, the remainder of this Contract will

remain in full force and effect unless removal of such invalid terms or provisions destroys the legitimate purpose of the Contract in which event the Contract will be terminated.

(d) This Contract represents the entire agreement between the parties concerning the subject matter of this Contract and supersedes any and all prior or contemporaneous oral or written statements, agreements, correspondence, quotations and negotiations. In executing this Contract, the parties do not rely upon any statement, promise, or representation not expressed herein. This Contract may not be changed except by the mutual written agreement of the parties.

(e) A facsimile signature shall be deemed an original signature for all purposes. For purposes of this paragraph, the phrase "facsimile signature" includes without limitation, an image of an original signature.

(f) All rights and remedies provided in this Contract are cumulative and not exclusive of any other rights or remedies that may be available to the Authority, whether provided by law, equity, statute, or otherwise. The election of any one or more remedies the Authority will not constitute a waiver of the right to pursue other available remedies.

(g) The Contractor shall not assign the whole or any part of this Contract or any monies due hereunder without the prior written consent of the Contracting Officer, which shall not be unreasonably withheld, and shall not apply to successors or assigns of Trapeze by way of merger or acquisition. No assignment shall relieve the Contractor from any of its obligations hereunder.

(h) The failure of either Party to insist upon strict adherence to any term of this Contract on any occasion shall not be considered a waiver or deprive that Party thereafter to insist upon strict adherence to that term or other terms of this Contract.

(i) This Contract shall be governed by and construed in accordance with the laws of the State of Texas. Any dispute arising with respect to this Contract shall be resolved in the state or federal courts of the State of Texas, sitting in Travis County, Texas and the Contractor expressly consents to the personal jurisdiction of these courts.

(j) The Contractor represents, warrants and covenants that: (a) it has the requisite power and authority to execute, deliver and perform its obligations under this Contract; and (b) it is in compliance with all applicable laws related to such performance.

(k) The person signing on behalf of the Contractor represents for himself or herself and the Contractor that he or she is duly authorized to execute this Contract.

(l) No term or provision of this Contract is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation for a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder. This provision shall not exclude successors or assigns of Trapeze by way of merger or acquisition.

(m) Capital Metro is a governmental entity and nothing in this Contract shall be deemed a waiver of any rights or privileges under the law, subject to the limitations enumerated herein.

(n) Funding for this Contract after the current fiscal year is subject to revenue availability and appropriation of funds in the annual budget approved by the Authority's Board of Directors.

(o) Time is of the essence for all delivery, performance, submittal, and completion dates in this Contract.

54. FUNDING AVAILABILITY

Funding after the current fiscal year of any contract resulting from this solicitation is subject to revenue availability and appropriation of funds in the annual budget approved by the Authority's Board of Directors.

TAB 5

EXHIBIT F

SCOPE OF SERVICES

EXHIBIT F
SCOPE OF SERVICES
TRAPEZE SOFTWARE MAINTENANCE & SUPPORT

1. Introduction

Capital Metropolitan Transportation Authority (CMTA) requires a quote from Trapeze to continue to provide software maintenance and support for the currently licensed modules and support services.

2. Scope of Services

2.1. Software support and maintenance services will be required for the following on-premises installed modules and support services described as follows along with any additional modules that are acquired during the term of the contract.

- 2.1.1. Annual Map Update
- 2.1.2. ATIS Mapping
- 2.1.3. ATIS-Agent/WEB
- 2.1.4. ATIS-MON
- 2.1.5. FX
- 2.1.6. FX-MON
- 2.1.7. INFO Server for PASS (IVR)
- 2.1.8. INFO Server FX (next bus)
- 2.1.9. Malteze-FX (Bus Stop Import)
- 2.1.10. Malteze-OPS (Interface to Asset Management)
- 2.1.11. OPS (PASS & FX)
- 2.1.12. OPS-MON
- 2.1.13. OPS-SignIn-Terminal
- 2.1.14. PASS
- 2.1.15. PASS CERT
- 2.1.16. PASS CT
- 2.1.17. PASS INFO Server (Real Time)
- 2.1.18. PASS IPA
- 2.1.19. PASS-MON
- 2.1.20. PASS-WEB
- 2.1.21. GTFS

2.2. Provide patches and version releases of modules at no additional cost.

2.3. Provide software support by knowledgeable Contractor staff for Capital Metro staff by website, phone and e-mail.

2.4. Provide support ticketing service via website where support incidents can be entered and tracked by Capital Metro staff.

2.5. Provide 24 x 7 x 365 technical support with response within 15 minutes of contact.

2.6. Categorize support tickets with a stated response, resolution and defined escalation path unless specifically agreed upon between Contractor and Capital Metro:

- 2.6.1. Severity Level 1 – One or more Capital Metro department's ability to perform mission critical business functions is in jeopardy because the system is not available or a security issue exists that presents a risk to Capital Metro. All Level 1 issues will be responded to within 15 minutes of contact with a mean time to resolution (MTTR) of 4 hours or less. These outages will be escalated to the Contractor's Account Manager if not resolved

EXHIBIT F
SCOPE OF SERVICES
TRAPEZE SOFTWARE MAINTENANCE & SUPPORT

within 4 hours, the Chief Technical Officer in 8 hours and the President/CEO at 12 hours of down time.

- 2.6.2. Severity Level 2 – One or more Capital Metro department's ability to perform critical business functions is in jeopardy because the system is not available, but a workaround is or can be established within a reasonable time. All Level 2 issues will be responded to within 30 minutes of contact with a mean time to resolution (MTTR) of 8 hours or less. These outages will be escalated to the Contractor's Account Manager if not resolved within 8 hours, the Chief Technical Officer in 16 hours and the President/CEO at 24 hours of down time.
- 2.6.3. Severity Level 3 – An issue exists but a workaround is in place so that business can continue. All Level 3 issues will be responded to within 1 business day from time of contact with a mean time to resolution (MTTR) of 5 business day or less.
- 2.7. Provide copies of system user and administration documents online or via website download.
- 2.8. Provide onsite support in event of a software failure that significantly affects the ability for Capital Metro to provide services.
- 2.9. Provide copies of all agreements, maintenance terms, and software license agreements that would be effective with this contract.

TAB 6

TRAPEZE SOFTWARE LICENSING AND MAINTENANCE AGREEMENT

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

Between

TRAPEZE SOFTWARE GROUP, INC. (“Trapeze”), with a place of business at 5265 Rockwell Drive NE, Cedar Rapids, Iowa 52402, U.S.A.

and

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY (“Licensee” or “Capital Metro” or “CMTA”) with its place of business at 2910 East Fifth Street, Austin, Texas 78702, U.S.A.

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:

2910 East Fifth Street

Austin, Texas 78702

Contact: Charlie Jackson

Telephone: 512-389-7413

Collectively, Trapeze and Licensee are hereinafter referred to as “Party” or “Parties”. This Agreement, including the Exhibits hereto and the contract to which this Agreement will be incorporated (“Contract No. 200787”), represents the complete and exclusive agreement between Trapeze and Licensee with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between Trapeze and Licensee in any way relating to the subject matter of this Agreement. No other terms, conditions, representations, warranties or guarantees, whether written or oral, express or implied, will form a part of this Agreement or have any legal effect whatsoever. In the event of any conflict or inconsistency between the provisions of this Agreement and the exhibits and Contract No. 200787, the terms and conditions of this Agreement will govern to the extent of such inconsistency. This Agreement may not be modified except by a later written amendment signed by both parties. Without limiting the generality of the foregoing, Trapeze will not be bound by any standard or printed or referenced terms produced by Licensee, including but not limited to those terms included or referenced in any of Licensee’s purchase orders. Licensee expressly acknowledges that no provisions, representations, undertakings, agreements, regarding the products 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.

Signature Page follows

Signed for and on behalf of Trapeze:

By: Mark Miller

Print Name: Mark Miller

Title: Director

Date: 8 July 2022

Signed for and on behalf of Licensee:

E-SIGNED by Muhammad Abdullah
on 2022-07-11 20:14:05 GMT
By: _____

Print Name: Muhammad Abdullah

Title: Chief Contracting Officer

Date: July 11, 2022

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” any oral, written, graphic or machine-readable information including, but not limited to technical or non-technical data, patents, patent applications, copyright, copyright applications, research, product or service plans, developments, inventions, processes, designs, drawings, patterns, compilations, engineering methods, techniques, devices, formulae, software (including source and object code), algorithms, business plans, agreements with third parties, lists of actual or potential services or customers, marketing plans, financial plans or finances and similar information relating to either Party furnished by or on behalf of the disclosing Party to the recipient Party or any representatives regardless of the manner in which it is furnished or obtained by the recipient Party or its representatives through observation of the disclosing Party’s facilities or procedures (save and except communications with legal counsel which constitute attorney-privileged information). The disclosing Party agrees to use reasonable efforts to summarize in writing the content of any oral disclosure or other non-tangible disclosure that is proprietary or confidential to the recipient Party within a reasonable time (not to exceed thirty (30) calendar days) after the disclosure. However, failure to provide this summary will not affect the qualification of the disclosing Party’s Confidential Information as such if the Confidential Information was identified as confidential or proprietary when disclosed orally or in any other non-tangible form. Confidential Information shall not include any information that: (i) is or becomes generally known to the public through no fault of the recipient Party; (ii) is obtained without restriction from an independent source having a bona fide right to use and disclose such information, without restriction as to further use or disclosure; (iii) the recipient Party independently develops through persons who have not had access to such information; or (iv) the disclosing Party approves for unrestricted release by written authorization.
 - “Documentation” the user, operational, installation, integration and training manuals, information, documents and all other materials related to the Software or required or reasonably necessary to fully use, operate, engineer, test and maintain the Software as supplied by Trapeze;
 - “Equipment” shall refer to any third party equipment, that may be provided hereunder or provided by Trapeze under any amendment to this Agreement;
 - “Software” Trapeze proprietary software licensed to the Licensee, as identified in Exhibit A of this Agreement;

“Statement of Work”	the specifications for any products or Services to be provided by Trapeze under any amendment to this Agreement or work order issued under this Agreement as mutually set by the Parties;
“Third Party Software”	any licensed software products provided hereunder which are not Trapeze intellectual property;
“Trade Secrets”	any information proprietary to either Party (including software source code), concerning a design, process, procedure, formula, or improvement that is commercially valuable and secret (in the sense that the confidentiality of such information affords a competitive advantage to the owner), but shall not include any information that: (i) is or becomes generally known to the public through no fault of the recipient Party; (ii) is obtained without restriction from an independent source having a bona fide right to use and disclose such information, without restriction as to further use or disclosure; (iii) the recipient Party independently develops through persons who have not had access to such information; or (iv) the disclosing Party approves for unrestricted release by written authorization.
“Upgrades”	generic enhancements to the Software that Trapeze generally makes available as part of its long term software support program.

2. Software License Trapeze acknowledges that all license fees have been paid for the Software and 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 as of the License Date, but only as required to exercise the Software 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) Trapeze hereby further grants to Licensee a license to use the database underlying the Software (“**Trapeze Transit Database**”) solely for the development of internal reports by Licensee and for the integrated operation of the Software components. Unless expressly included herein, all other access rights to the Trapeze 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 Transit Database. Notwithstanding the previous two sentences, upon prior coordination with Trapeze, Licensee is hereby authorized by Trapeze to independently develop interfaces to the Trapeze Transit Database (i) based on the information and Documentation provided by Trapeze to extract data for its internal benefit, provided that such interfaces do not write to, edit, modify or materially degrade the

performance of the Trapeze Transit Database or (ii) to a Trapeze-published application programming interface (“API”), which may be licensed from Trapeze. However, Licensee shall retain sole and exclusive ownership of raw data that is input into the Trapeze Transit Database and all data generated therefrom.

- (e) In the case of any third party Equipment, Third Party Software, related Documentation, or third-party services provided under this Agreement, such third party shall retain all rights in patents, copyrights, trademarks, trade secrets, and any other intellectual property. The terms and restrictions of the license grants contained in Section 2, in addition to any other terms required by any third party licensor(s), will apply to the use of any Third Party Software and related Documentation, and the licensors of such Third Party Software are third party beneficiaries of the rights granted under those terms. Where required, Licensee shall enter into a separate end-user-license agreement depending on the product(s) procured. Licensee may only transfer any Software or Third Party Software embedded with any Equipment in accordance with the terms and conditions of this Agreement.
- (f) Other than the rights expressly conferred upon Licensee by this Section 2, Licensee shall have no additional rights to use the Software, Third Party Software, or the Documentation, and shall not modify, adapt, reverse engineer, disassemble or translate them, without the express written authority of Trapeze. Trapeze shall retain all rights in patents, copyrights, trademarks, trade secrets, and any other intellectual property whether pre-existing or developed under this Agreement. Furthermore, neither this Agreement nor the delivery of any 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, ideas or methods disclosed in this Agreement or under any invention, patent, copyright or trade secret now or hereafter owned or controlled by Trapeze. Licensee agrees to: (i) not sell, transfer, publish, display, disclose, or make available the Software, Third Party Software or Documentation, or copies of the Software, Third Party Software or Documentation, to third parties except where Licensee may disclose software to designated government representatives under a nondisclosure agreement executed by both parties, (ii) not use or allow to be used, the Software, Third Party Software or Documentation either directly or indirectly for the benefit of any other person or entity not employed by with Licensee, and (iii) not use the Software or Documentation, along with its updates, patches or upgrades, on any equipment other than the equipment on which it was originally installed, without Trapeze’s written consent.

3. Software Services The Parties agree that certain additional Services, including but not limited to training, installation, or testing (the “**Services**”), may be added by the Parties’ representatives via a work order under this Agreement. The Parties agree that pricing and scope of such additional Services will be finalized between the project managers and any work orders or purchase orders associated with such additional Services shall be governed by the terms of this Agreement, notwithstanding the presence of any standard terms and conditions associated with such work orders.

4. Software Acceptance Licensee specifically agrees and hereby represents that it has previously accepted the Software and is currently using said Software and, as a result, there shall be no acceptance testing with respect to the Software.

5. Software Warranty

- a. There is no product warranty associated with the Software. Any product warranty for a Trapeze product added by an amendment to this Agreement shall be identified in the applicable amendment.

- b. Trapeze warrants it has the right to (i) enter into this Agreement and (ii) grant the licenses pursuant to this Agreement. No separate warranty is provided or included by Trapeze with respect to any third party licensed products including any embedded third party software or Equipment. Trapeze shall flow through any and all third party warranty terms that may apply. Trapeze agrees that it shall be the first point of contact for corrective or remedial services with respect to any embedded software, however specific support and upgrades for such embedded software shall be delivered through the applicable third party provider. Any third party licenses or Services required to migrate the Software due to any future upgrade or migration of the embedded software are not included in the pricing under this Agreement and will be separately quoted by Trapeze.
 - c. **The foregoing warranties are 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 the 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.**
6. Software Maintenance During any warranty period and for any annual support period for which maintenance fees have been paid in full by Licensee, and the Software has not reached its commercial end of life:
- 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, 8 am to 8 pm EST (Except North American holidays) and an available twenty-four hours per day line for emergency support in accordance with the Trapeze Service Standards identified in Exhibit B. Upon registration by Licensee, Trapeze will also provide Licensee with access to its software support website, and;
 - c. Licensee shall be placed on Trapeze's mailing list to receive notifications of updates and Upgrades to Software furnished under this Agreement, excluding Third Party Software mailings; this shall include application software, system software, and software which Trapeze customizes for this project. Licensee agrees to install updates and Upgrades in timely manner and further agrees that Trapeze shall provide maintenance services only for the current release of the Software and all other releases whose version number begins with either the same number or two previous numbers left of the left most dot. If Trapeze provides support for versions of the Software other than those specified above, such support will be treated, billed, and paid for, as additional Services.
 - d. Documentation for Software Difficulty: Upon the identification of a possible fault or difficulty within any of the Software to be supported hereunder, Licensee shall issue a trouble report to Trapeze that shall include the following information:
 - a) Date of performance anomaly;
 - b) Software module in question and location of where Software is installed;
 - c) Detailed system description of performance anomaly;
 - d) Version number of Software and severity/impact to Licensee's operations;
 - e) Contact name and phone number.

The trouble report information may also be communicated verbally to Trapeze via telephone. Trapeze shall forward the trouble report to the designated repair technician.

- e. Software Excluded from Maintenance: The Parties agree that the above maintenance services shall not apply to maintenance of Third Party Software and Trapeze shall be under no obligation to provide any maintenance services to the Licensee with respect to such third party Software. Trapeze shall be the first point of contact with respect to embedded Third Party Software but remedial services may be required from the respective third party provider. The Parties further agree that the above maintenance services shall not include services which may be required to identify or correct errors, defects, or performance issues in the Software which are caused by the actions or omissions of the Licensee, its employees, contractors or vehicle riders described in the following sentence. In the event that Software is subjected to any of the conditions below by Licensee or any third parties, such Software shall be excluded from maintenance service coverage:
- a) Software subjected to negligence;
 - b) Software subjected to cannibalization or vandalism;
 - c) Software subjected to alteration or repair in a manner which conflicts with Trapeze's written repair procedures, specifications, or license terms;
 - d) Software subjected to inadequate handling;
 - e) Software subjected to fire, wind, flood, leakage, collapse, lightning, explosion, or other Acts of God, including but not limited to acts of war (declared or undeclared), terrorism, or the public enemy; and
 - f) Software altered as a result of third party service bulletins.
- f. Disclaimer: Trapeze does not represent or warrant that the Software under maintenance shall meet any or all of Licensee's particular requirements; or the operation of the Software under maintenance shall be error-free or uninterrupted. Additionally, Trapeze makes no representations with respect to any third party tablets that are procured by the Licensee. Licensee's sole and exclusive remedy and Trapeze's entire obligation for breach of the obligations hereunder shall be to either repair or replace the defective Software under maintenance.

7. Payment Licensee shall pay annual maintenance fees to Trapeze as provided in Exhibit A (the "**Maintenance Fee**"), attached hereto. 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. In the event that either Party wishes to terminate the maintenance services to be provided under this Agreement with regards to a product, the terminating Party must provide the other Party with no less than ninety (90) days written notice of such termination before the expiration of the then current maintenance period, during which ninety day period the applicable maintenance fees will remain payable. Trapeze may suspend provision of any maintenance services during any period of time during which the applicable maintenance fees remain unpaid by Licensee.

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.

8. Trade Secrets and Confidential Information Licensee acknowledges that all Trade Secrets relating to or concerning the Software, including any modifications made thereto, are owned by Trapeze or Trapeze has the applicable rights of use. Licensee shall prohibit any persons other than Licensee's employees from using any components of the Software.

The Parties acknowledge that any Confidential Information disclosed to either Party pursuant to this Agreement shall remain the property of the respective Party. Either Party shall maintain in confidence and not disclose the same, directly or indirectly, to any third party without the other Party's prior written consent. Both Parties further acknowledge that a breach of this section would cause irreparable harm to the other Party for which money damages would be inadequate and would entitle the non-breaching Party to injunctive relief and to such other remedies as may be provided by law. Notwithstanding the foregoing, this Agreement is subject to the Texas Public Information Act (Ch. 552 of the Government Code), see Exhibit E, Section 42.

9. Media and Publication Neither party shall 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. Neither party nor any of its personnel shall publish or reproduce or arrange press releases regarding the other party without the prior written consent of such other party and in the instance of written consent such releases will only be upon terms as may be agreeable to such other party. To remove doubt, Trapeze does not have the right to publish the results of the work done under this Agreement as it relates to Licensee.

10. Force Majeure Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including, but not limited to: any incidence of fire or flood; acts of God or the public enemy; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; acts of war (whether declared or undeclared); terrorism; strikes; any acts, restrictions, regulations, by-laws, refusals to grant a license or permission; prohibitions or measures of any kind on the part of any authority; freight embargoes; delays of either Party's suppliers for like causes ("**Force Majeure**"), provided evidence of such Force Majeure is presented to the other Party, and provided further that such non-performance is unforeseeable, beyond the control, and is not due to the fault or negligence of the Party. Either Party shall use commercially reasonable efforts to remove or overcome the cause of Force Majeure and resume work as soon as possible.

Both Parties shall keep in contact with each other as to the status of such Force Majeure and shall agree in writing to a restart date when the facts or matters giving rise to such Force Majeure have concluded and further delays are not foreseen. Upon reengagement of the services to be provided hereunder, Trapeze and Licensee will formulate and agree upon an updated project schedule, taking into account the timeframe that has passed since the work stoppage, necessary time to resume or re-create any previously completed tasks due to damaged or missing equipment and any associated time periods for shipment and/or manufacture of equipment.

11. Remote Access Upon reasonable notice and prior request, Licensee may provide Trapeze the limited 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.

12. Intellectual Property Indemnification Trapeze will defend and indemnify Licensee and its directors, officers, employees, agents, attorneys, representatives, successors and assigns, from and against any and all third-party claims, demands, or notices (direct or indirect) in whatever form and regardless of the merits thereof, asserted against the party seeking indemnification with respect to actual or alleged liabilities, damages, losses, claims, demands, assessments, actions, causes of action, and costs (including attorneys' fees and expenses), arising out of or resulting from any claim alleging that the provision, receipt or use of the Software, or any deliverable infringes any third party's intellectual property rights. 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 unauthorized 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.

13. 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 mobile or wireless network, or any information stored in any system connected to the internet or to any mobile or wireless network. 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 or of any mobile or wireless network.

(c) 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) Without limiting the indemnity obligations for intellectual property infringement provided in Section 12 above, Trapeze's aggregate 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 annual maintenance fee paid by Licensee for the Software that is the subject of the claim.

(e) 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.

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

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

(a) Either party may terminate this Agreement or any part of it for its convenience upon ninety (90) calendar days' prior written notice to the other Party.

(b) Either party may terminate this Agreement if the other party is in material breach of any term or condition of this Agreement, and fails to cure such default within thirty (30) days after receipt of written notice of such default. Without limitation, the following are deemed material breaches under this Agreement: (i) Licensee fails to pay any amount when due hereunder; (ii) Licensee becomes insolvent or any proceedings will be commenced by or against Licensee under any bankruptcy, insolvency or similar laws or (iii) Licensee breaches the license rights granted herein or violates Trapeze's intellectual property rights.

(c) 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 upon thirty (30) calendar days notice to Licensee.

(d) Licensee agrees that in the event that in Trapeze's sole opinion the Software reaches end of its commercial viability (commercial end of life) at a future point in time Trapeze shall be able to terminate this Agreement with respect to the maintenance services to be provided herein. In the event of such termination, Trapeze shall provide Licensee with a one (1) year notice prior to termination of maintenance services.

(e) 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.

(f) 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.

15. Assignment This Agreement will be binding on the parties and their successors and permitted assigns. Neither party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the other party's consent, except that a party may (1) assign its rights or delegate its obligations under this Agreement to an affiliate without the other party's consent or (2) may assign or novate the Agreement to a third party in connection with a merger or a sale of all or substantially all of the assets of such party. Any attempted assignment or delegation of any rights, duties, or obligations in violation of this Section 15 will be invalid and without effect.

16. Applicable Law This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. The parties specifically acknowledge and agree that any actions, claims or proceedings under or relating to this Agreement shall be brought on or commenced by either Party only in the relevant courts in Travis County, Texas. The provisions of the UN Convention on Contracts for the International Sale of Goods is expressly excluded.

17. 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.

18. 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.

19. 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.

20. Audits Licensee's use of any of the Software is limited to the operational characteristics and such other usage restrictions as are set forth in this Agreement, including but not limited to Exhibit A. Licensee acknowledges that the Software may include license keys, password protection, anti-copying subroutines and other security measures designed to limit usage of the Software to that which is licensed hereunder. Such measures shall not interfere with Licensee's normal and permitted operation of the Software as licensed hereunder. Licensee and Trapeze will amend the Agreement to account for any increased operational characteristics revealed by an audit and Licensee shall promptly pay to Trapeze any amounts shown by any audits to be owing to Trapeze.

21. Waiver No action or failure to act by Trapeze shall constitute a waiver of any right or duty afforded it under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing. The express provision herein for certain rights and remedies of Licensee shall not be construed to deprive Trapeze of any other rights and remedies to which it would otherwise be entitled under applicable law.

22. Counterparts This Agreement may be approved by the signatories by counterparts delivered electronically or by courier, which when properly executed by each respective party and read together shall comprise a fully executed Agreement.

23. Independent Contractor It is understood that in the performance of the Agreement, services and/or sale of goods under this Agreement, Trapeze is acting solely as an independent contractor. Nothing in this Agreement shall be construed or implied to create a joint venture, partnership, corporation, or business association.

24. U.S. Government End Users Software and/or Documentation delivered to U.S. Government end users are "commercial computer software" pursuant to the applicable Federal Acquisition Regulation and agency-specific supplemental regulations. As such, use, duplication, disclosure, modification, and adaptation of the Software and/or Documentation shall be subject to the license terms and license restrictions set forth in this Agreement. No other rights are granted to the U.S. Government.

EXHIBIT A

CapMetroMaintenance Schedule

Product	Period	Operational Characteristics	Value USD
OPS-MON	March 1, 2022 - February 28, 2023	Up to 594 (actual = 489) Total Employees	\$ 8,904
OPS-MON	March 1, 2023 - February 28, 2024	Up to 594 (actual = 489) Total Employees	\$ 9,349
OPS-MON	March 1, 2024 - February 28, 2025	Up to 594 (actual = 489) Total Employees	\$ 9,817
OPS-MON	March 1, 2025 - February 28, 2026	Up to 594 (actual = 489) Total Employees	\$ 10,307
OPS-MON	March 1, 2026 - February 28, 2027	Up to 594 (actual = 489) Total Employees	\$ 10,823
ATIS-Mapping	March 1, 2022 - February 28, 2023	Up to 599 (actual = 381) Peak Vehicles	\$ 13,606
ATIS-Mapping	March 1, 2023 - February 28, 2024	Up to 599 (actual = 381) Peak Vehicles	\$ 14,286
ATIS-Mapping	March 1, 2024 - February 28, 2025	Up to 599 (actual = 381) Peak Vehicles	\$ 15,001
ATIS-Mapping	March 1, 2025 - February 28, 2026	Up to 599 (actual = 381) Peak Vehicles	\$ 15,751
ATIS-Mapping	March 1, 2026 - February 28, 2027	Up to 599 (actual = 381) Peak Vehicles	\$ 16,538
INFO Server PASS IVR (real time)	March 1, 2022 - February 28, 2023	Up to 3375 (actual = 2625) Booked Trips	\$ 6,055
INFO Server PASS IVR (real time)	March 1, 2023 - February 28, 2024	Up to 3375 (actual = 2625) Booked Trips	\$ 6,358
INFO Server PASS IVR (real time)	March 1, 2024 - February 28, 2025	Up to 3375 (actual = 2625) Booked Trips	\$ 6,676
INFO Server PASS IVR (real time)	March 1, 2025 - February 28, 2026	Up to 3375 (actual = 2625) Booked Trips	\$ 7,010
INFO Server PASS IVR (real time)	March 1, 2026 - February 28, 2027	Up to 3375 (actual = 2625) Booked Trips	\$ 7,360
PASS MON	March 1, 2022 - February 28, 2023	Up to 120 (actual = 155) Paratransit Vehicles	\$ 72,722
PASS MON	March 1, 2023 - February 28, 2024	Up to 120 (actual = 155) Paratransit Vehicles	\$ 76,358
PASS MON	March 1, 2024 - February 28, 2025	Up to 120 (actual = 155) Paratransit Vehicles	\$ 80,176
PASS MON	March 1, 2025 - February 28, 2026	Up to 120 (actual = 155) Paratransit Vehicles	\$ 84,185
PASS MON	March 1, 2026 - February 28, 2027	Up to 120 (actual = 155) Paratransit Vehicles	\$ 88,394
INFO Server FX IVR (next bus & trip planning)	March 1, 2022 - February 28, 2023	Up to 245 (actual = 381) Peak Vehicles	\$ 32,518
INFO Server FX IVR (next bus & trip planning)	March 1, 2023 - February 28, 2024	Up to 245 (actual = 381) Peak Vehicles	\$ 34,144
INFO Server FX IVR (next bus & trip planning)	March 1, 2024 - February 28, 2025	Up to 245 (actual = 381) Peak Vehicles	\$ 35,852
INFO Server FX IVR (next bus & trip planning)	March 1, 2025 - February 28, 2026	Up to 245 (actual = 381) Peak Vehicles	\$ 37,644
INFO Server FX IVR (next bus & trip planning)	March 1, 2026 - February 28, 2027	Up to 245 (actual = 381) Peak Vehicles	\$ 39,526
INFO Server PASS IVR (cancel/confirm, callback, trip booking)	March 1, 2022 - February 28, 2023	Up to 3375 (actual = 2625) Booked Trips	\$ 34,507
INFO Server PASS IVR (cancel/confirm, callback, trip booking)	March 1, 2023 - February 28, 2024	Up to 3375 (actual = 2625) Booked Trips	\$ 36,233
INFO Server PASS IVR (cancel/confirm, callback, trip booking)	March 1, 2024 - February 28, 2025	Up to 3375 (actual = 2625) Booked Trips	\$ 38,044
INFO Server PASS IVR (cancel/confirm, callback, trip booking)	March 1, 2025 - February 28, 2026	Up to 3375 (actual = 2625) Booked Trips	\$ 39,946
INFO Server PASS IVR (cancel/confirm, callback, trip booking)	March 1, 2026 - February 28, 2027	Up to 3375 (actual = 2625) Booked Trips	\$ 41,944
FX Malteze (Bus Stop Import)	March 1, 2022 - February 28, 2023	Up to 245 (actual = 381) Peak Vehicles	\$ 4,277
FX Malteze (Bus Stop Import)	March 1, 2023 - February 28, 2024	Up to 245 (actual = 381) Peak Vehicles	\$ 4,491
FX Malteze (Bus Stop Import)	March 1, 2024 - February 28, 2025	Up to 245 (actual = 381) Peak Vehicles	\$ 4,715
FX Malteze (Bus Stop Import)	March 1, 2025 - February 28, 2026	Up to 245 (actual = 381) Peak Vehicles	\$ 4,951
FX Malteze (Bus Stop Import)	March 1, 2026 - February 28, 2027	Up to 245 (actual = 381) Peak Vehicles	\$ 5,199

Product	Period	Operational Characteristics	Value USD
OPS - SIT	March 1, 2022 - February 28, 2023	Up to 594 (actual = 489) Total Employees	\$ 7,785
OPS - SIT	March 1, 2023 - February 28, 2024	Up to 594 (actual = 489) Total Employees	\$ 8,174
OPS - SIT	March 1, 2024 - February 28, 2025	Up to 594 (actual = 489) Total Employees	\$ 8,583
OPS - SIT	March 1, 2025 - February 28, 2026	Up to 594 (actual = 489) Total Employees	\$ 9,012
OPS - SIT	March 1, 2026 - February 28, 2027	Up to 594 (actual = 489) Total Employees	\$ 9,462
OPS Malteze (Interface to Asset Management)	March 1, 2022 - February 28, 2023	Up to 594 (actual = 489) Total Employees	\$ 3,658
OPS Malteze (Interface to Asset Management)	March 1, 2023 - February 28, 2024	Up to 594 (actual = 489) Total Employees	\$ 3,841
OPS Malteze (Interface to Asset Management)	March 1, 2024 - February 28, 2025	Up to 594 (actual = 489) Total Employees	\$ 4,033
OPS Malteze (Interface to Asset Management)	March 1, 2025 - February 28, 2026	Up to 594 (actual = 489) Total Employees	\$ 4,234
OPS Malteze (Interface to Asset Management)	March 1, 2026 - February 28, 2027	Up to 594 (actual = 489) Total Employees	\$ 4,446
Annual Map Upgrade	March 1, 2022 - February 28, 2023	For all products	\$ 5,355
Annual Map Upgrade	March 1, 2023 - February 28, 2024	For all products	\$ 5,623
Annual Map Upgrade	March 1, 2024 - February 28, 2025	For all products	\$ 5,904
Annual Map Upgrade	March 1, 2025 - February 28, 2026	For all products	\$ 6,199
Annual Map Upgrade	March 1, 2026 - February 28, 2027	For all products	\$ 6,509
ATIS Agent/WEB	March 1, 2022 - February 28, 2023	Up to 381 Peak Vehicles	\$ 69,559
ATIS Agent/WEB	March 1, 2023 - February 28, 2024	Up to 381 Peak Vehicles	\$ 73,037
ATIS Agent/WEB	March 1, 2024 - February 28, 2025	Up to 381 Peak Vehicles	\$ 76,689
ATIS Agent/WEB	March 1, 2025 - February 28, 2026	Up to 381 Peak Vehicles	\$ 80,524
ATIS Agent/WEB	March 1, 2026 - February 28, 2027	Up to 381 Peak Vehicles	\$ 84,550
FX	March 1, 2022 - February 28, 2023	Up to 245 (actual = 381) Peak Vehicles & 5 w/s	\$ 73,306
FX	March 1, 2023 - February 28, 2024	Up to 245 (actual = 381) Peak Vehicles & 5 w/s	\$ 76,971
FX	March 1, 2024 - February 28, 2025	Up to 245 (actual = 381) Peak Vehicles & 5 w/s	\$ 80,820
FX	March 1, 2025 - February 28, 2026	Up to 245 (actual = 381) Peak Vehicles & 5 w/s	\$ 84,861
FX	March 1, 2026 - February 28, 2027	Up to 245 (actual = 381) Peak Vehicles & 5 w/s	\$ 89,104
PASS	March 1, 2022 - February 28, 2023	Up to 3375 (actual = 2625) Booked Trips & 15 w/s	\$ 56,895
PASS	March 1, 2023 - February 28, 2024	Up to 3375 (actual = 2625) Booked Trips & 15 w/s	\$ 59,740
PASS	March 1, 2024 - February 28, 2025	Up to 3375 (actual = 2625) Booked Trips & 15 w/s	\$ 62,727
PASS	March 1, 2025 - February 28, 2026	Up to 3375 (actual = 2625) Booked Trips & 15 w/s	\$ 65,863
PASS	March 1, 2026 - February 28, 2027	Up to 3375 (actual = 2625) Booked Trips & 15 w/s	\$ 69,157
OPS	March 1, 2022 - February 28, 2023	Up to 1000 (actual = 489) Total Employees	\$ 94,119
OPS	March 1, 2023 - February 28, 2024	Up to 1000 (actual = 489) Total Employees	\$ 98,825
OPS	March 1, 2024 - February 28, 2025	Up to 1000 (actual = 489) Total Employees	\$ 103,767
OPS	March 1, 2025 - February 28, 2026	Up to 1000 (actual = 489) Total Employees	\$ 108,955
OPS	March 1, 2026 - February 28, 2027	Up to 1000 (actual = 489) Total Employees	\$ 114,403

Product	Period	Operational Characteristics	Value USD
FX MON	March 1, 2022 - February 28, 2023	Up to 599 (actual = 381) Peak Vehicles	\$ 34,405
FX MON	March 1, 2023 - February 28, 2024	Up to 599 (actual = 381) Peak Vehicles	\$ 36,125
FX MON	March 1, 2024 - February 28, 2025	Up to 599 (actual = 381) Peak Vehicles	\$ 37,931
FX MON	March 1, 2025 - February 28, 2026	Up to 599 (actual = 381) Peak Vehicles	\$ 39,828
FX MON	March 1, 2026 - February 28, 2027	Up to 599 (actual = 381) Peak Vehicles	\$ 41,819
ATIS MON	March 1, 2022 - February 28, 2023	Up to 599 (actual = 381) Peak Vehicles	\$ 20,094
ATIS MON	March 1, 2023 - February 28, 2024	Up to 599 (actual = 381) Peak Vehicles	\$ 21,098
ATIS MON	March 1, 2024 - February 28, 2025	Up to 599 (actual = 381) Peak Vehicles	\$ 22,153
ATIS MON	March 1, 2025 - February 28, 2026	Up to 599 (actual = 381) Peak Vehicles	\$ 23,261
ATIS MON	March 1, 2026 - February 28, 2027	Up to 599 (actual = 381) Peak Vehicles	\$ 24,424
PASS CERT	March 1, 2022 - February 28, 2023	Up to 10000 (actual = 4637) Registered Clients	\$ 4,845
PASS CERT	March 1, 2023 - February 28, 2024	Up to 10000 (actual = 4637) Registered Clients	\$ 5,087
PASS CERT	March 1, 2024 - February 28, 2025	Up to 10000 (actual = 4637) Registered Clients	\$ 5,341
PASS CERT	March 1, 2025 - February 28, 2026	Up to 10000 (actual = 4637) Registered Clients	\$ 5,608
PASS CERT	March 1, 2026 - February 28, 2027	Up to 10000 (actual = 4637) Registered Clients	\$ 5,889
PASS CT	March 1, 2022 - February 28, 2023	Up to 3000 (actual = 2625) Booked Trips	\$ 5,924
PASS CT	March 1, 2023 - February 28, 2024	Up to 3000 (actual = 2625) Booked Trips	\$ 6,220
PASS CT	March 1, 2024 - February 28, 2025	Up to 3000 (actual = 2625) Booked Trips	\$ 6,531
PASS CT	March 1, 2025 - February 28, 2026	Up to 3000 (actual = 2625) Booked Trips	\$ 6,858
PASS CT	March 1, 2026 - February 28, 2027	Up to 3000 (actual = 2625) Booked Trips	\$ 7,201
PASS IPA	March 1, 2022 - February 28, 2023	Up to 3000 (actual = 2625) Booked Trips	\$ 13,767
PASS IPA	March 1, 2023 - February 28, 2024	Up to 3000 (actual = 2625) Booked Trips	\$ 14,455
PASS IPA	March 1, 2024 - February 28, 2025	Up to 3000 (actual = 2625) Booked Trips	\$ 15,178
PASS IPA	March 1, 2025 - February 28, 2026	Up to 3000 (actual = 2625) Booked Trips	\$ 15,937
PASS IPA	March 1, 2026 - February 28, 2027	Up to 3000 (actual = 2625) Booked Trips	\$ 16,733
Google Export (GTFS)	March 1, 2022 - February 28, 2023	Up to 243 Peak Vehicles	\$ 6,452
Google Export (GTFS)	March 1, 2023 - February 28, 2024	Up to 243 Peak Vehicles	\$ 6,774
Google Export (GTFS)	March 1, 2024 - February 28, 2025	Up to 243 Peak Vehicles	\$ 7,113
Google Export (GTFS)	March 1, 2025 - February 28, 2026	Up to 243 Peak Vehicles	\$ 7,469
Google Export (GTFS)	March 1, 2026 - February 28, 2027	Up to 243 Peak Vehicles	\$ 7,842
PASS WEB	March 1, 2022 - February 28, 2023	Up to 3000 Booked Trips	\$ 20,248
PASS WEB	March 1, 2023 - February 28, 2024	Up to 3000 Booked Trips	\$ 21,261
PASS WEB	March 1, 2024 - February 28, 2025	Up to 3000 Booked Trips	\$ 22,324
PASS WEB	March 1, 2025 - February 28, 2026	Up to 3000 Booked Trips	\$ 23,440
PASS WEB	March 1, 2026 - February 28, 2027	Up to 3000 Booked Trips	\$ 24,612
March 1, 2022 - February 28, 2023, Total: \$589,001 March 1, 2023 - February 28, 2024, Total: \$618,450 March 1, 2024 - February 28, 2025, Total: \$649,375 March 1, 2025 - February 28, 2026, Total: \$681,843 March 1, 2026 - February 28, 2027, Total: \$715,935			

* Fees do not include any applicable taxes. If taxes are applicable, they will be added at time of invoicing.

**Maintenance Fees as identified under this Exhibit A are applicable to the dates stated above.

EXHIBIT B

Service Standard for Maintenance of Trapeze Software

Trapeze will use reasonable efforts to correct any Software deficiency or performance anomaly the within the time frames established below in order to cause the Software to meet the functional and performance criteria set out in the Documentation for the Software in effect at the time of this Agreement. Unless provided otherwise in this maintenance and support schedule, Trapeze will respond to a trouble report of a Software deficiency or performance anomaly in accordance with the severity level reasonably determined by the Licensee and communicated to Trapeze, based on the following definitions:

Severity Level	Condition	Response Time (Goal)	Resolution Efforts
Priority 1	An error or performance anomaly that renders Software inoperable in a production environment, resulting in the inability to utilize critical system components.	During normal business hours – Immediately After Hours - Within 1 hour	<p>Dedicated staff resources working 24 hours per day, 7 days per week until corrected.</p> <p>Within 4 hours of receipt of Priority 1 report the management of the issue will escalate to the 1st escalation point until corrected.</p> <p>Within 8 hours of receipt of Priority 1 report the management of the issue will escalate to the 2st and 3rd escalation point until corrected.</p> <p>Within 12 hours of receipt of Priority 1 report the management of the issue will escalate to the 4th escalation point until corrected.</p> <p>Trapeze will remain in regular contact with the Licensee (contact will occur, at a minimum, during escalation points, and every 8 hours thereafter).</p>
* Priority 2	An error or performance anomaly with Software resulting in major inconvenience for users in the production environment or the public.	Within 2 business hours	<p>For the first 48 hours following receipt of Priority 2 report, dedicated staff resources working during normal business hours until corrected.</p> <p>Within 24 hours of receipt of Priority 2 report the management of the issue will escalate to the 1st escalation point until corrected.</p> <p>Within 48 hours of receipt of Priority 2 report the management of the issue will escalate to the 2nd and 3rd escalation point until corrected.</p> <p>Within 5 days of receipt of Priority 2 report the</p>

			<p>management of the issue will escalate to the 4th escalation point until corrected.</p> <p>Trapeze will remain in regular contact with the Licensee (contact will occur, at a minimum, during escalation points, and every 24 hours thereafter).</p>
Priority 3	Software issues where the system is functioning but causing minor or short term inconvenience for specific users with critical positions using the production environment.	Within 1 business day	Working on the issue during normal business hours with the same efforts as are employed for other Priority 3 reports.
Priority 4	General questions; Software issues resulting in minor inconvenience for non-critical positions using the production environment or testing using a test environment. Includes; Hardware Support (RMA requests)	Within 2 business days	Working on the issue during normal business hours with the same efforts as are employed for other Priority 4 reports.

* If Trapeze’s resolution efforts result in a work around that leads Licensee to experience an improvement in the conditions it is reporting, the severity level will be lowered accordingly. For example, where a Priority 1 report is resolved by Trapeze to the point where the Licensee is experiencing conditions associated with a Priority 2 severity level, the Priority 1 report will be reclassified as a Priority 2 report, at which time Trapeze shall be deemed to be in “receipt of a Priority 2 report” and Priority 2 resolution efforts shall apply.

Escalation Management Matrix

Trapeze strives to provide exceptional customer support services. If this level of service is not experienced, it is important for our customers to have the ability to escalate their concerns so appropriate actions can be taken.

All support issues are logged first with our customer care organization to ensure that all required details can be recorded and allow the customer care team to attempt to resolve the issue within the service level objectives.

First level Escalation Point

Customer Success Manager or comparable role

If you are concerned that your issue is not being progressed in a satisfactory manner, please refer this to the Product Line Manager.

Second Level Escalation Point

Product Line Manager or comparable role

If you feel your escalation is not being handled at 1st Level escalation, please refer this to the Escalation Manager.

Third Level Escalation Point

Customer Care Manager or comparable role

If you feel your escalation is not being handled at 2nd Level escalation, please refer this to the Customer Care Director.

Fourth Level Escalation Point

Vice President of Customer Care or comparable role

If you feel your escalation is not being handled at 3rd Level escalation, please refer this to the Vice President of Customer Care.