

## 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**

**OmniTrans, a joint powers authority (“Licensee”) with its principal place at business at 1700 West Fifth Street, San Bernardino, California 92411-2499, U.S.A.**

Notice Information:

If intended for Trapeze, to:

5800 Explorer Drive, 5<sup>th</sup> Floor

Mississauga, Ontario, Canada L4W 5L4

Contact: Legal Department

Telephone: 1-905-629-8727

If intended for Licensee, to:

\_\_\_\_\_

\_\_\_\_\_

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Collectively, Trapeze and Licensee are hereinafter referred to as “Party” or “Parties”. This Agreement, including the Exhibits hereto, 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. By executing this Agreement, the Parties agree and acknowledge that all previous agreements between the Parties pertaining to the Software identified herein shall terminate in all respects, effective upon the date of full execution of this Agreement and shall have no further force or effect after the effective date 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, 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 upon the parties or implied by law.

*Signature Page follows*

**THIS AGREEMENT is made effective this \_\_\_\_ day of \_\_\_\_\_ 2023 between:**

Signed for and on behalf of **Trapeze:**

Signed for and on behalf of **OmniTrans:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**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 documentation and training materials pertaining to the Software as supplied by Trapeze;
  - “Equipment” shall refer to any third party equipment, that may be provided herein
  - “Software” Trapeze proprietary software licensed to the Licensee
  - “Statement of Work” the specifications for the Services to be provided by Trapeze and the Licensee
  - “Third Party Software” any licensed software products that are 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

- (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 (“**License Date**”), restricted to the places of business of the Licensee, for the Licensee’s own operations, in accordance with the operational characteristics described herein.
- (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) The license to use the database underlying the Software (“**Trapeze Transit Database**”) is granted to Licensee 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, Licensee may develop interfaces the Trapeze Transit Database either (i) on its own based on the information and Documentation provided by Trapeze to extract data for its internal benefit, so long as 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 ownership of the raw data that is inputted into the Trapeze Transit Database and any data generated thereof.
- (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 of use expressly conferred upon Licensee by this paragraph, Licensee shall have no further rights to use the Software, Third Party Software, or the Documentation, and shall not copy, reproduce, 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) take reasonable steps to maintain Trapeze's and/or its subcontractors' intellectual property rights; (ii) 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, (iii) 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, and (iv) 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 As applicable, in accordance with the terms of Exhibit B and Exhibit C, Trapeze will perform services related to Licensee's use of the Software (the "**Services**"). Such services may include installation, modification, testing, training and additional services.

The Parties agree that certain additional Services, including but not limited to training, installation, or testing, 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 The parties agree that there shall be no acceptance granted for any Software procured prior to the effective date of this Agreement. The following acceptance procedures shall apply only for purchases of Software modules made pursuant to this Agreement. Upon completing the delivery, installation, and testing of the Software, Trapeze will notify Licensee in writing. Licensee will then have ten (10) business days in which to conduct acceptance tests in order to ensure that the Software operates in all material respects as specified in the Documentation. At the end of this period, Licensee will be deemed to accept the Software unless Trapeze receives prior written notice outlining the nature of the Significant Failures in the Software. Notwithstanding the above, Licensee will be deemed to accept the Software when the Licensee puts the Software into operational and functional use. The Software will be deemed to be in operational and functional use when the Licensee first uses the Software to support its then current operations in any capacity.

A "Significant Failure" will mean a failure of the Software to function in accordance with the requirements of the Documentation, where such a failure causes the Software to be inoperable or significantly impairs the functionality of the Software such that there is a critical impact on business operations. Failures that are, without limitation, the result of any operator error, Licensee's or its subcontractors' actions or

omissions, abuse or misuse of the products or invalid or incorrect data entry by call takers or operators will not be considered in evaluating successful operation.

## 5. Software Warranty

The following warranty shall apply only for purchases of Software modules made pursuant to this Agreement.

- a. Trapeze warrants the individual Software component to operate in all material respects as specified in the Documentation for a period of ninety (90) days from the date upon which the individual Software component is installed. For any breach of this warranty, Licensee's sole and exclusive remedy and Trapeze's entire obligation hereunder shall be to either repair or replace the defective Software. This warranty does not apply to any Software damaged as a result of any accident, negligence, use in any application for which it was not designed or intended, or modification without the prior written consent of Trapeze.
- 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 Pursuant to this Agreement, 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 (i) 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, and (ii) one (1) instance of the Software in a test environment and one (1) additional instance of the Software in a production environment;
- 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 D. Upon registration by Licensee, Trapeze will also provide Licensee with access to its software support website, and;

- c. Trapeze will post notices of available version Upgrades of the Software Under Maintenance on its website and copies of the release notes for download. 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 promptly 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 Upon execution of this Agreement, Licensee will issue a Purchase Order to Trapeze, for the fees and related expenses as set out in Exhibit B, attached hereto.

Licensee shall pay annual maintenance fees to Trapeze as provided in Exhibit B (the "**Maintenance Fee**"), attached hereto. All periodic Maintenance Fees for Software covered under Exhibit B will be computed on

a calendar annual basis, and will be pro-rated to meet a common date as set forth in Exhibit B. This fee shall be subject to change as set out in Exhibit B. 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 (90) 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.

For Software or Services purchased under this Agreement, Trapeze will invoice Licensee for the Software license fees and services fees as set out in and according to Exhibit B. Trapeze will invoice Licensee monthly for the Services provided, in accordance with Exhibit B. The total amounts due for all service fees, modifications fees, and expense are firm fixed amounts and will be invoiced on that basis. The Purchase Order shall be governed exclusively by the terms and conditions of this Agreement.

Licensee shall pay invoices within thirty (30) days of receipt. In the event of an invoice dispute, Licensee shall have five (5) business days from date of receipt of invoice to advise Trapeze of the reasons for disputing the invoice in question. If Trapeze has not received such notification within such time frame, the invoice in question shall be deemed accepted by Licensee. Overdue undisputed payments will bear interest at the annual rate of ten percent (10%) on the amount outstanding from the date when payment is due until the date payment in full is received by Trapeze. 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 and Licensee will maintain the Trade Secrets in strict confidence and not disclose the Trade Secrets to any third party without Trapeze's prior written consent. Licensee shall prohibit any persons other than Licensee employees from using any components of the Software and Licensee shall restrict the disclosure and dissemination of all Trade Secrets reflected in the Software to Licensee's employees who are bound to respect the confidentiality of such Trade Secrets. These obligations of confidentiality will survive termination of this Agreement.

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.

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

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

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

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) 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 license fees paid by Licensee.
- (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, consequential, special, exemplary or punitive damages, whether foreseeable or not;
  - ii. special damages even if Trapeze was aware of circumstances in which special damages could arise;
  - iii. indirect damages, including those for loss of profits, anticipated savings, business opportunity, goodwill, or loss of information of any kind, whether foreseeable or not.
- (f) Paragraphs (d) and (e) do not apply to claims arising out of death or personal injury caused by Trapeze'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 immediately.
- (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, or any of the rights or obligations of Trapeze created herein, may be assigned by Trapeze, but this Agreement is for the sole benefit of Licensee and may not be assigned by Licensee without the express written consent of Trapeze.

16. Applicable Law This Agreement shall be governed by and construed in accordance with the laws of the State of California, USA. 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. Software may contain or, subject to five (5) days written prior notice Trapeze will have the right to install, a reporting tool that audits and transmits information periodically to Trapeze regarding the usage and operational characteristics of the Software. The purpose of any audit will be to verify compliance with the terms and conditions of this Agreement. 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.

## **EXHIBIT A**

### **Summary of Software Products**

None as of the effective date of this Agreement.

## EXHIBIT B

### Summary of Fees Payment Schedule

#### Project Budget

Item	Description	OPS Configurations	Optional FX Rostering Training*
1	Implementation Services	\$197,552	\$6,338
2	Expenses	\$10,050	-
3	Technical Contingency**	\$50,000	-
	<b>Total Cost (USD)</b>	<b>\$257,602</b>	<b>\$6,338</b>

\*The optional training for FX Rostering, if contracted by OmniTrans, will be conducted remotely over up to two (2) days.

Configuration services for FX have not been included, pricing assumes that OmniTrans will be completing all rostering configuration changes in FX.

- Trapeze will provide FX testing support to validate that all configuration changes are accurate, and that the scheduling data will be successfully consumed by downstream systems. Any required/recommended changes will be the responsibility of OmniTrans.

#### Technical Contingency\*\*

Trapeze has included an optional bucket of contingency support to allow for any additional work that may be requested from OmniTrans for the proposed solution. This contingency can be used to address additional requests for software enhancements, training, development of OmniTrans specific reports, etc. and may only be used with mutual agreement from both OmniTrans and Trapeze.

Any use of contingency services will require a project change order to document the use of the contingency funds and any associated changes to product scope that the contingency will be used to fund.

The contingency services will be provided on a time and material basis, where all implementation services will be invoiced monthly in accordance with the time and material billing rates. Expenses will be billed to OmniTrans as incurred.

#### Payment Milestones

The below payment milestones shall be followed throughout the implementation.

Milestone	Description	Acceptance Criteria	% of Contract Value
1	Project Kick-off	Completion of the Project Kick-off meeting	25% of Services
2	Project Design	Delivery of the preliminary Project Design Document	20% of Services
3	Software Demonstration	Completion of Software Demonstration session	10% of Services
4	Software Installation – Test Environment	Installation of the changes in OmniTrans' test environment	15% of Services
5	Training	Completion of First Training session	10% of Services
6	Acceptance Testing	Resolution of critical and major defects identified in Acceptance Testing	15% of Services
7	Deployment	Completion of two (2) weeks deployment support period	5% of Services

**EXHIBIT C**  
**Statement of Work**

**(Follows this page)**



**OmniTrans**  
OPS Configuration – Post Health check  
Statement of Work

September 18, 2023

Submitted by:  
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# Section 1: Introduction

OmniTrans is using Trapeze OPS Software for their workforce and operations management. This statement of work is to re-configure OPS to allow roster bidding and other multiple services identified as part of the concluded OPS Health Assessment project. OmniTrans has started the process of modifying the FX scheduling solution configuration to support rostered bidding.

The purpose of this document is to provide OmniTrans with a quote and scope of work for services required to configure and test the necessary FX and OPS changes to align with OmniTrans' business requirements. Trapeze will also re-configure OPS to successfully import the new schedule, enable roster bidding, create new pay rules to pay rostered work accurately, validate the OPS-TM integration is functioning as expected and adjust accrual configuration to accurately deduct time off.

The following information defines the implementation services to be provided by Trapeze, as well as the support required from OmniTrans staff and resources.

## Section 2: Trapeze Professional Services

### Section 2.1: Personnel

To ensure successful completion of this implementation, Trapeze will utilize the following professional services personnel:

- **Project Manager:** The centralized point of contact for the project. The project manager is responsible for coordinating project schedules, deliverables and resources required to deliver the customizations as identified in this statement of work.
- **Technical Product Specialist(s):** The primary technical point(s) of contact supporting the design, installation, configuration, testing, and implementation of the Software.

### Section 2.2: Implementation Methodology Overview

This project will be executed in a phased approach, with key activities identified below:

1. Project Kick-off
2. Project Design
3. Internal Acceptance Testing
  - a. Software Demonstration
  - b. Parallel Dry Run testing
4. Software Installation and Configuration
5. Installation Testing
6. Training
7. Acceptance Testing

8. Parallel Testing
9. Deployment and Closure

## Section 3: Project Implementation Approach

### Section 3.1: Project Kick-off

Following contract execution, Trapeze and OmniTrans will hold a remote project kick-off meeting to align stakeholders on project scope and timelines, as well as review roles, responsibilities, and key risks. Project teams from both Trapeze and OmniTrans are expected to attend the kick-off meeting.

Upon conclusion of the kick-off meeting, Trapeze will work with OmniTrans to gain access to a database backup of their current Trapeze environment.

### Section 3.2: Project Design

The Project Design meetings for the OPS configurations will be held on-site over the course of up to two (2) days to confirm the project scope and requirements. In preparation for these discussions, OmniTrans will be expected to provide Trapeze with any relevant operational materials and/or documentation requested. The following topics will be covered during these meetings and calls:

- Review current operational policies and procedures as they relate to the OPS processes
- Review and finalize project timelines

A preliminary Project Design Document (PDD) outlining deliverables, goals and objectives, configurations, and expected project implementation timelines will be prepared by Trapeze and shared with OmniTrans within one (1) week of the Project Design trip. During the review process, non-standard Software functionality may be identified beyond any in-scope customizations. If desired, Trapeze will provide estimates to address these gap items, however, addressing any such gaps will be considered out-of-scope and may result in additional costs.

Following completion of the preliminary Project Design Document, Trapeze will share the document with OmniTrans to review and provide comments. OmniTrans will have five (5) business days to complete the review of the preliminary Project Design Document, after which the Trapeze project manager will coordinate a meeting with OmniTrans' project team to review the comments. Following this meeting, Trapeze will revise the preliminary Project Design Document to address OmniTrans' comments and feedback and will provide OmniTrans a finalized Project Design Document.

### Section 3.3: Internal Acceptance Testing

Internal Acceptance Testing ("IAT") is completed remotely by Trapeze before the OPS changes are installed in OmniTrans' test environment. During IAT, Trapeze Technical Product Specialists will perform testing to ensure completeness and accuracy of all approved design and data elements as outlined in the final Project Design Document.

The Trapeze Technical Product Specialists will run a series of tests in a local testing environment to ensure that the OPS changes, FX Rostering rules and import are functioning properly against OmniTrans' specific data and configuration. This allows Trapeze to proactively determine any potential data-related issues and ensure that all standard setup and configuration tasks can be performed for OmniTrans.

### Integration Testing

Time is included to complete integration testing for:

FX>OPS: Verify that OPS can import data from FX with the new 5x8 data.

TM<>OPS: Verify that the current integration points are still working as expected.

Payroll file validation for OPS > SAP: Verify that the payroll export file is populating correctly with the new pay changes because of the 5x8 employees and that SAP is successfully receiving the data.

### 3.3.1 Software Demonstration

Trapeze will provide a demonstration of the new OPS configurations to confirm that they meet all requirements as documented in the PDD. The demonstration session will be conducted remotely via Zoom over the course of up-to four (4) hours and will focus on validating the Configurations and Bidding processes as documented in the PDD. Furthermore, the demonstration session will also help familiarize OmniTrans with the upcoming changes to its OPS Software.

### 3.3.2 Parallel Dry Run Testing

Parallel Dry Run Testing is designed to ensure that the Software is accurately configured to support OmniTrans' business processes and that the Software functions as expected. This activity involves Trapeze utilizing the OPS Software in the test environment to enter dispatch data for the current pay period to validate the following:

- Each business process can be completed successfully
- The Software responds to all inputs as expected
- Trapeze OPS produces the same Bid, Dispatch, and Payroll results as the current OmniTrans business processes and systems

Following the completion of the Parallel Dry Run Testing, Trapeze will assess each perceived defect for root cause and resolve where appropriate prior to Software Installation and Acceptance Testing.

## Section 3.4: Software Installation and Configuration

Trapeze will work with OmniTrans to remotely install and configure the changes in OmniTrans' test environment. OmniTrans will be required to complete all hardware installations (including all server configurations) in time for the test environment installation. To assist Trapeze with the installation, OmniTrans will be required to provide remote access (VPN, etc.) to all necessary servers. If remote access is unavailable, Zoom or OmniTrans' preferred secure connection will be used as an alternate method for connecting to the servers.

The final PDD will be used to complete the configurations within the OPS Software. The following changes are expected to be scope included in the Project design.

#### A. Rostering Configuration

Change request to move from cafeteria style to rostered bidding for both 5x8 and 4x10 rosters:

- Agency: OmniTrans

- Divisions: East Valley and West Valley
- 4x10 and 5x8 roster types
- 4x10 Run Types
  - 4-10 STR
  - 4-10 SPLIT
- Pay rules for 4x10 and 5x8 rosters
- Work Assignment Assistant (WAA) rules for 4x10
- 4x10 and 5x8 Bid Units
- Accrual configuration for max to deduct for 10hr for 4x10 employees
- OmniTrans only has weekly guarantees and OT. No change to how the weekly guarantee and OT is paid
- 4x10 absence rules required to deduct flat 10hr
- Ensure that OPS-Web Bidding Requests is functioning
  - Configure and test vacation bidding within OPS-Web
- Ensure that TM-OPS integration is functioning as it currently functions
- B. Absence Configuration
  - Absences Calculations Flat 8hrs and 0hrs.
  - Absences greater than 8hr being rejected while importing into SAP.
  - Unused Absence pay rules clean up
- C. Differential Codes Configuration
  - SBX / WVC \$2
  - COI \$4
  - Double Time for SBX /WVC. (Volunteer on Day off, or Forced 2 weeks consecutively)
  - Relief \$4
- D. Pay Rule Deep Dive
  - Remove all configuration related to teamsters employees not fully implemented in OPS. (i.e., associated pay rules, absences, divisions, pay codes, as applicable).
- E. SAP and downstream changes
  - SAP Requirements for 4x10 and 5X8 Rostering
  - Days off for 4 x 10 need to be added to reflect 3 days off.
  - Run Types and Pay Rules - Add or Reuse or Rename Run Type 202 - FX / OPS /BB to BRT

## Section 3.5: Installation Testing

Installation Testing will occur after the changes have been installed in OmniTrans' test environment. This testing is designed to ensure the Software is functioning properly within OmniTrans' test environment, as well as with third party software, as necessary.

During Installation Testing, OmniTrans will grant Trapeze access to their servers so that Trapeze can perform testing of key Software functionality and validate the Software is functioning properly in OmniTrans' test environment. During Installation Testing, Trapeze will validate the following:

- Applications are connected to the appropriate database(s)

- General Software functionality is working as designed
- All configurations and settings are functioning as expected

## Section 3.6: Training

### Training Requirements

To facilitate on-site training, OmniTrans is responsible for setting up a dedicated classroom environment that includes the following training equipment:

- A networked computer for each trainee, with access to the test system

If the above-listed items are not available, Trapeze will work with OmniTrans to identify alternative arrangements. In addition to training, Trapeze will provide one (1) digital copy of all available user manuals. If desired, OmniTrans can create additional hard copies for their users.

### Training Delivery

Trapeze product training is based on standard training agendas, and sessions vary in length based on topic. OmniTrans resources are encouraged to participate in all training sessions related to their field, as discussed during the Project Design activities. Training sessions cannot exceed eight (8) employees per session. Optionally, the training will also include a refresher overview of Rostering within the FX Software if contracted. The following table outlines the proposed training for this implementation:

Module	Training Topic	Duration (Days)	On-site/Remote
OPS-Web Bidding	Subject Matter Expert (“SME”) Training	1.0	Remote
<u>Optional</u> : FX Rostering	Subject Matter Expert (“SME”) Training	2.0	Remote

Subject Matter Expert (“SME”) training will be conducted in a ‘train the trainer’ approach and the OmniTrans SMEs are expected to train any additional end-users if required. Trapeze proposes that the SME training Zoom sessions to be recorded by OmniTrans to train other end-users when needed.

## Section 3.7: Acceptance Testing

Acceptance Testing involves OmniTrans utilizing the OPS changes in the test environment to ensure they respond accurately to user inputs and all features and functions work as expected. Trapeze will provide an on-site resource for up to five (5) days to kick-off Acceptance Testing activities. Following the completion of the on-site trip, Trapeze will provide remote support during the Acceptance Testing activities. OmniTrans will have ten (10) business days in which to perform an initial comprehensive end-to-end round of Acceptance Testing. All subsequent end-to-end rounds of Acceptance Testing must be completed in no more than five (5) business days.

### Testing Defect Review Tracking and Resolution

During Acceptance Testing, OmniTrans will document and prioritize any defects encountered throughout the testing period (if any exist). Following the completion of a round of testing, OmniTrans will supply Trapeze with a complete list of all perceived defects, which Trapeze will assess for root cause and resolve where appropriate based on the severity levels defined below.

1. **Critical** – Defect causes failure of critical functionality or critical data, and no workaround is available.
  - This can include but is not limited to:
    - System crashing
    - Non-recoverable conditions
    - Data loss or corruption
    - Security concerns leading to breach of information and/or misuse, or severely affecting system performance and/or functionality.
    - Performance defects leading to unavailability or loss of functionality.
2. **Major** – Defect partially impairs critical functionality. A workaround is available but difficult to execute.
  - This can include but is not limited to:
    - System crashing or aborting during normal operation of a non-critical flow.
    - Missing functionality
    - Inconsistent logic or display of data.
    - Slow responsiveness and underperformance of the system
    - Missing security or system patches, minor breach of information
3. **Minor** – Defect impairs non-critical functionality with a satisfactory workaround available.
  - This can include but is not limited to:
    - Minor usability issues such as inconsistent display
    - Tab/shortcut keys not working.
    - Missing input validation
    - System recoverable errors

OmniTrans will identify the priority of each defect and indicate the desired resolution sequence (1 = soonest resolution desired). Trapeze will make every effort to resolve defects of the same severity levels based on sequential order. At the completion of each round of testing, Trapeze will work remotely to resolve all critical and major defects (if any exist). If an updated Software solution is required to resolve the defect(s), Trapeze will provide the updated Software encompassing all defect fixes. OmniTrans will be asked to test and validate the Software to ensure all defects have been rectified. If further defects are identified, Trapeze will evaluate and work to resolve them, and OmniTrans will be asked to execute another round of Acceptance Testing.

Once OmniTrans confirms that all critical and major defects have been resolved, Acceptance Testing will be considered complete, and the Software deemed ready for production use. OmniTrans will be required to sign off on the Acceptance Testing. All minor defects will be transitioned to the Trapeze maintenance and support program, who will provide new Software builds addressing post-deployment defects, as necessary.

### Parallel System Acceptance Testing

Parallel System Acceptance Testing is designed to ensure that there are no errors or omissions from the system requirements, as well as to identify and resolve data related errors, and to ensure reports and interfaces function as expected.

This testing activity occurs after the deployment of the OPS configurations in the OmniTrans production environment, and it involves OmniTrans utilizing the OPS changes in the production (or a production-like) environment to ensure they respond accurately to user inputs, and the features and functions of the Software work as designed.

During the Parallel System Acceptance Testing period, testing will be conducted by using the Trapeze OPS Software to complete day-to-day operations in parallel with legacy processes and/or systems. This will verify that the OPS Software is functioning as expected and as outlined in the Project Design Document.

Trapeze will provide support where OmniTrans and Trapeze will execute three (3) live pay periods test. Trapeze will also support one round of Parallel Bid Testing that would be conducted at the same time as one of the live 'Run Bids' pick. The TransitMaster-OPS integration will also be tested as part of this exercise to validate the changes.

## Section 3.8: Deployment and Closure

During the deployment activities, Trapeze will migrate the changes from OmniTrans' test environment to OmniTrans' production environment so that they can be used to support live operations.

### Deployment Support

Trapeze will provide onsite go-live support for the launch of the OPS changes over the course of up to five (5) days. Post the on-site trip Trapeze will continue to provide remote deployment support for another three (3) weeks. OmniTrans can leverage these services during standard business hours to address any non-critical questions or support needs that may arise from using the Software to support live customer operations.

### Closure

At the completion of the deployment support period, all ongoing support will be transitioned to and provided through Trapeze's long-term maintenance program. At this time, the project will be considered complete and project closure will be processed.

## Section 4: Responsibilities and Deliverables

Activity	Trapeze Responsibilities	OmniTrans Responsibilities	Deliverables
<b>Project Kick-off</b>	<ul style="list-style-type: none"> <li>Lead project kick-off meeting</li> <li>Collaborate with OmniTrans in developing project agenda</li> </ul>	<ul style="list-style-type: none"> <li>Provide input for Omnitrans led activities</li> <li>Ensure all appropriate staff attend the kick-off meeting</li> <li>Assist with developing and maintaining the project agenda</li> </ul>	<ul style="list-style-type: none"> <li>Kick-off meeting</li> <li>Kick-off Presentation (MS PowerPoint)</li> <li>Preliminary project agenda</li> </ul>
<b>Project Design</b>	<ul style="list-style-type: none"> <li>Conduct Project Design meetings</li> </ul>	<ul style="list-style-type: none"> <li>Participate in Project Design meetings</li> <li>Provide documentation as requested</li> <li>Review Project Design Document and provide comments/feedback</li> <li>Sign off on finalized Project Design Document</li> </ul>	<ul style="list-style-type: none"> <li>Project Design Document</li> <li>Finalized Project Schedule</li> </ul>
<b>Software Development</b>	<ul style="list-style-type: none"> <li>Complete development as per the requirements documented in the PDD</li> </ul>	<ul style="list-style-type: none"> <li>Consult as needed</li> </ul>	<ul style="list-style-type: none"> <li>Completed Development</li> </ul>
<b>Internal Acceptance Testing</b>	<ul style="list-style-type: none"> <li>Perform Internal Acceptance Testing</li> <li>Software Demonstration</li> <li>Perform Parallel Dry Run Testing</li> </ul>	<ul style="list-style-type: none"> <li>Provide data as necessary</li> <li>Attend software demonstration and provide feedback</li> </ul>	
<b>Software Installation and Configuration</b>	<ul style="list-style-type: none"> <li>Install and configure changes in OmniTrans' test environment</li> </ul>	<ul style="list-style-type: none"> <li>Complete all hardware installation(s)</li> <li>Provide access to test environment</li> <li>Manage servers, databases, backup procedures, database maintenance practices, and Windows environments and security</li> <li>Install Trapeze pre-requisite Software (e.g., ODBC connections, database servers, etc.)</li> </ul>	<ul style="list-style-type: none"> <li>Installed and configured changes in OmniTrans' test environment</li> </ul>
<b>Installation Testing</b>	<ul style="list-style-type: none"> <li>Perform Installation Testing</li> </ul>	<ul style="list-style-type: none"> <li>Provide technical consulting as required</li> <li>Provide access to test environment</li> </ul>	
<b>Training</b>	<ul style="list-style-type: none"> <li>Review training topics with OmniTrans</li> <li>Conduct training session(s)</li> </ul>	<ul style="list-style-type: none"> <li>Provide training facilities with network connectivity and individual workstations for each participant per class</li> <li>Reproduce training materials and provide printed copies for all class participants and instructor</li> </ul>	<ul style="list-style-type: none"> <li>Training agenda</li> <li>Completed training session(s)</li> <li>Available user manuals</li> </ul>



		<ul style="list-style-type: none"> <li>• Ensure trainees are prepared and engaged in the training activities</li> </ul>	
<b>Acceptance Testing</b>	<ul style="list-style-type: none"> <li>• Support OmniTrans during Acceptance Testing</li> </ul>	<ul style="list-style-type: none"> <li>• Perform Acceptance Testing</li> <li>• Perform Parallel System Acceptance Testing</li> <li>• Complete prioritization of defect(s)</li> <li>• Re-test defect resolutions</li> <li>• Escalate defects to the appropriate Trapeze resource</li> </ul>	<ul style="list-style-type: none"> <li>• Prioritized defects log</li> <li>• Software releases, as necessary</li> </ul>
<b>Deployment and Closure</b>	<ul style="list-style-type: none"> <li>• Migrate the Software to OmniTrans' production environment</li> <li>• Provide support for thirty (30) days for the deployment of the Software changes. (Includes initial five days onsite)</li> </ul>	<ul style="list-style-type: none"> <li>• Escalate issues to Trapeze</li> <li>• Update the production system to ensure all records are up to date</li> <li>• Ensure data correctness</li> <li>• Confirm connectivity, logins, etc.</li> <li>• Confirm finalization and closure of all contract deliverables</li> <li>• Clear any outstanding project balance</li> </ul>	<ul style="list-style-type: none"> <li>• Trapeze OPS changes are operational and functional in OmniTrans' production environment</li> </ul>

## Section 5: Project Duration

This implementation is expected to be completed within seven (7) months from the completion of the project kick-off meeting. Following contract execution, a mobilization period of up to forty-five (45) days may be required to kick off the project and align all resources. Trapeze will work to minimize this mobilization period through proactive planning with OmniTrans.

If the length of the project exceeds seven (7) months from the kick-off meeting, either due to OmniTrans' readiness or resourcing delays, a change order may be required to fund the extension.

If OmniTrans places the project on hold, a Request for Change form will need to be filled in to outline and agree to the terms of the delay, including payment for services rendered to date.

Trapeze requires fourteen (14) days written notice when OmniTrans is ready to resume the project. Trapeze will then require a mobilization period to ramp up the project again, a change order may be required to fund this ramp up.

If the project remains on hold for more than ninety (90) days, Trapeze reserves the right to re-evaluate the project, including updating the pricing to then-current rates or additional services. Should OmniTrans choose to not resume the project, any payments previously invoiced will not be refunded.

## Section 6: OmniTrans' Resource Requirements

Outlined below are estimated resource allocations to support the implementation and effort defined in this statement of work.

Resource	Resource Allocation	Responsibilities
Project Manager	30% of their time for the full duration of the project	<ul style="list-style-type: none"><li>• Coordinate all resources from OmniTrans</li><li>• Coordinate conference calls and meetings, as required</li><li>• Coordinate completion of Acceptance Testing</li><li>• Coordinate OmniTrans activities</li><li>• Work with the Trapeze project manager to identify risks, issues, and mitigations throughout the project</li></ul>
Subject Matter Experts	70% of their time for the full duration of the project 100% during Training	<ul style="list-style-type: none"><li>• Participate in the review of all documentation</li><li>• Assist project manager with completion of Acceptance Testing</li><li>• Participate in Training</li></ul>
System Administrators / IT	25% of their time during Software Installation, and Testing	<ul style="list-style-type: none"><li>• Assist with troubleshooting network or technical issues</li><li>• Provide access to servers as necessary throughout the project</li><li>• Maintain system security controls &amp; permissions, user accounts, etc.</li></ul>

## Section 7: Project Assumptions

### Section 7.1: General Pricing Assumptions

1. This implementation is a fixed fee engagement.
2. Pricing does not include any applicable taxes or expenses associated with OmniTrans and any of their resources assigned to the project.
3. The Software will take advantage of existing Trapeze infrastructure, data sources unless otherwise stated.
4. All services unless stated will be performed remotely using OmniTrans' existing Software versions of OPS, FX and TransitMaster.
5. Configuration services for FX have not been included. Pricing assumes that OmniTrans will be completing all rostering configuration changes in FX.
  - Trapeze will provide FX testing support to validate that all configuration changes are accurate, and that the scheduling data will be successfully consumed by downstream systems. Any required/recommended changes will be the responsibility of OmniTrans.

6. OmniTrans is responsible for the purchase and installation of any required server hardware (servers shall be preconfigured to Trapeze's specifications), if necessary.
7. All execution of test cases will be the responsibility of OmniTrans. Trapeze will provide standard test cases.
8. This project is expected to be complete within no more than seven (7) months from the initial project kick-off meeting.
  - If the length of the project exceeds the proposed timeline due to OmniTrans delays, a Change Order (CO) will be issued and agreed upon by both parties to accommodate any additional support services required to support the increased project duration
  - Should OmniTrans elect to implement the changes separately (i.e. not as a single project), additional costs will be incurred
9. Any services or requests not identified within this statement of work, including development or reviewing and/or correcting data integrity issues, will be considered outside the scope of this engagement and will need to be addressed through a change order. Additional costs may apply based on the nature of the change.
10. Historical data loading or data migration is not included in the scope of this project.
11. All Software will take advantage of the existing Trapeze infrastructure, data sources and software unless otherwise stated.
12. Any integration with third party software or systems will be the responsibility of OmniTrans.
13. No custom reports are provided for this product as part of this implementation.
14. FMLA configuration is not included in scope.
15. Expenses have been included for up to three (3) on-site trips consisting of up to twelve (12) days in support of the following activities:
  - Design Review
  - Acceptance Testing
  - Deployment Support
16. Parallel Timekeeping testing support has been included for 3 pay periods.
17. Parallel Bidding support has been included for 1 bid period based on when the next pick will occur with project activities.
18. Deployment support has been included for 30 days after all configurations have been moved to production.
19. Expenses assume a minimum of two weeks' notice is provided by OmniTrans to Trapeze in advance of any on-site trip being scheduled.
  - a. Expenses are subject to additional charges if insufficient notice is provided.

20. The delivery of on-site services is conditional on the guidance of the latest travel and health advisories issued by relevant authorities, as well as appropriate workplace safety precautions being implemented at OmniTrans. Trapeze and OmniTrans may opt to exercise alternate remote options if on-site services are not feasible.
21. An OmniTrans system administrator will be readily available for all configuration, installation, testing, and deployment activities.
22. If sensitive employee information is needed to load into the database such as employee names, phone numbers, addresses, driver's license and any other personal information, Trapeze recommends that OmniTrans leverage FTPS or encrypted email to send any files containing this data.
23. Pricing is valid until December 30<sup>th</sup>, 2023.

# Section 8: Exhibit A-1

## Section 8.1: Project Budget

The following project budget includes all services required for this implementation as outlined in this statement of work.

Item	Description	OPS Configurations	Optional FX Rostering Training*
1	Implementation Services	\$197,552	\$6,338
2	Expenses	\$10,050	-
3	Technical Contingency**	\$50,000	-
	<b>Total Cost (USD)</b>	<b>\$257,602</b>	<b>\$6,338</b>

\*The optional training for FX Rostering, if contracted by OmniTrans, will be conducted remotely over up to two (2) days.

Configuration services for FX have not been included, pricing assumes that OmniTrans will be completing all rostering configuration changes in FX.

- Trapeze will provide FX testing support to validate that all configuration changes are accurate, and that the scheduling data will be successfully consumed by downstream systems. Any required/recommended changes will be the responsibility of OmniTrans.

### Technical Contingency\*\*

Trapeze has included an optional bucket of contingency support to allow for any additional work that may be requested from OmniTrans for the proposed solution. This contingency can be used to address additional requests for software enhancements, training, development of OmniTrans specific reports, etc. and may only be used with mutual agreement from both OmniTrans and Trapeze.

Any use of contingency services will require a project change order to document the use of the contingency funds and any associated changes to product scope that the contingency will be used to fund.

The contingency services will be provided on a time and material basis, where all implementation services will be invoiced monthly in accordance with the time and material billing rates. Expenses will be billed to OmniTrans as incurred.

## Section 8.2: Payment Milestones

The below payment milestones shall be followed throughout the implementation.

Milestone	Description	Acceptance Criteria	% of Contract Value
1	Project Kick-off	Completion of the Project Kick-off meeting	25% of Services
2	Project Design	Delivery of the preliminary Project Design Document	20% of Services
3	Software Demonstration	Completion of Software Demonstration session	10% of Services

4	Software Installation – Test Environment	Installation of the changes in OmniTrans’ test environment	15% of Services
5	Training	Completion of First Training session	10% of Services
6	Acceptance Testing	Resolution of critical and major defects identified in Acceptance Testing	15% of Services
7	Deployment	Completion of two (2) weeks deployment support period	5% of Services

## EXHIBIT D

### 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 1<sup>st</sup> escalation point until corrected.</p> <p>Within 8 hours of receipt of Priority 1 report the management of the issue will escalate to the 2<sup>st</sup> and 3<sup>rd</sup> escalation point until corrected.</p> <p>Within 12 hours of receipt of Priority 1 report the management of the issue will escalate to the 4<sup>th</sup> 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 1<sup>st</sup> escalation point until corrected.</p> <p>Within 48 hours of receipt of Priority 2 report the management of the issue will escalate to the 2<sup>nd</sup> and 3<sup>rd</sup> escalation point until corrected.</p> <p>Within 5 days of receipt of Priority 2 report the management of the issue will escalate to the 4<sup>th</sup> escalation point until corrected.</p> <p>Trapeze will remain in regular contact with the Licensee (contact will occur, at a minimum,</p>

Severity Level	Condition	Response Time (Goal)	Resolution Efforts
			during escalation points, and every 24 hours thereafter).
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 1 business day	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

Product Line 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**

Escalation 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 Director 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 3<sup>rd</sup> Level escalation, please refer this to the Vice President of Customer Care.