

**APPENDIX C
TRAPEZE SOFTWARE AGREEMENT**

AGREEMENT

Agreement between Veolia Transportation Services, Inc. (hereinafter Veolia)

And Trapeze Software Group, Inc. (hereinafter Contractor or Provider).

Within this Agreement, the term "Parties" shall mean Veolia and the Contractor. The term "Funding Entity" shall mean: the City and County of San Francisco, San Francisco Municipal Transportation Agency (SFMTA) and the San Francisco Department of Aging and Adult Services (DAAS)

This Agreement consists of this contract signature sheet, together with the following Attachments and all Exhibits thereto, all of which are incorporated into this Agreement and shall be construed together to form the agreement between the Parties:

- I. Services and Payment
- II. General Provisions
- III. Federal Provisions
- IV. TRAPEZE-DR Software License Agreement
- V. Trapeze Software Maintenance Agreement
- VI. Trapeze proposal dated August 25, 2006, and November 15, 2007 (Proposal)
- VII. Final Scope of Work, Project and Payment Schedules agreed to by the parties following completion of the OR report, if required.

In consideration of the mutual promises, covenants and the payment terms set forth on this page and in the Attachments and Exhibits, Contractor agrees that it shall deliver services for Veolia in accordance with the terms, conditions and standards of this Agreement.

Notices under this agreement should be delivered to:

For Veolia:
Mr. Marc Soto
General Manager
Veolia Transportation Services, Inc.
68 12th Street, Suite 100
San Francisco, CA 94103-1297

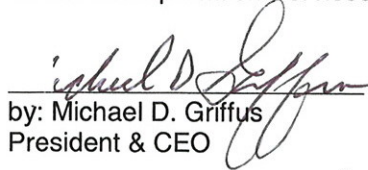
Fax: (415) 351-3136
Voice: (415) 351-7010
Email: marc.soto@veoliatransportation.com

For Contractor:
Mr. Jeff Lougheed, Regional Manager
Trapeze Software Group
5800 Explorer Drive, 5th Floor
Mississauga, Ontario
L4W 5L4 Canada

Fax: (905) 238-8408
Voice: (905)629-8727 ext. 4837
Email: jeff.lougheed@trapezegrp.com

Agreed and entered into this 31st day of October 2008.

Veolia Transportation Services, Inc.


by: Michael D. Griffus
President & CEO

Dated: October 21st / 2008

Trapeze Software Group, Inc.


by: Colin McKenzie
General Manager

Dated: OCTOBER 22ND / 2008

Veolia
Attachment I
Services & Payment

Statement of Work and Payment

STATEMENT OF WORK FOR:

Paratransit Routing & Scheduling, Complaint Tracking and Client Data Management Software & Transition: Migration from Mobility Master and Scrip Tracking to TRAPEZE-DR (NOVUS or PASS) Solution for San Francisco Paratransit.

I. Background

Veolia Transportation Services, Inc. is the “Broker” for the San Francisco Paratransit program in San Francisco, CA since April 2000. The role of the “Broker” is to administer the day-to-day operations of the SF Paratransit program. Typical duties include contracting for service providers in a de-centralized operation where once certified, riders arrange directly for paratransit services with designated service providers. The “Broker” is also responsible for: administering service provider contracts and payments; recording and responding to all service-related complaints; selling paratransit taxi scrip, fare coupons, Muni Fast and Senior passes and pilot debit card payments; performing all passenger outreach; overseeing all program participant registrations; budgeting; federal, local and state reporting; and all other responsibilities related to program administration. The San Francisco Municipal Transportation Agency (SFMTA) funds most of the SF Paratransit program and oversees the performance of the “Broker.” A small amount of funding is provided to SF Paratransit by the San Francisco Department of Aging and Adult Services (DAAS). On March 25, 2008, the current contract with the SFMTA was extended by the City/County of San Francisco to end March 31, 2010.

The Mobility Master Software (MM) is used remotely by service providers contracted to provide SF Access (ADA Lift-van and ADA Access) services and group van transportation. SF Access is the SFMTA’s ADA Paratransit service (door-to-door) and the group van service is primarily subscription paratransit service provided to qualified group van agencies (e.g., Adult Day Healthcare, sheltered workshops, nutrition programs, etc.) in a many origins to one destination format.

The MM software is designed to support multiple carriers sharing the same database but independently routing and scheduling service using multiple end-user defined bill codes and supporting multiple carriers, carrier vehicles, and various vehicle types with multiple end users. Trips scheduled and tracked through MM range from 2500 to 3000 trips per weekday and total approximately 500,000 one-way trips annually. The ability of one service provider to see any other service provider’s vehicles, routes, etc., is restricted by user log on.

MM works in conjunction with a custom-designed product called Scrip Tracking. Scrip

Tracking is the patron management component of the system software, and is described in more detail in *Section III., Description of Current Hardware and Software System and TRAPEZE-DR Requirements.*

II. Project Overview

The scope of this project is to transition, under the direction of Veolia's Contracting Officer's Technical Representative (COTR), the SF Paratransit operation from the current paratransit routing & scheduling software and client management software, Mobility Master (MM) & Scrip Tracking, to the Trapeze software solution (proposed as TRAPEZE-DR, Certification Module & Complaint module). This software solution shall duplicate all key functionality of the current Mobility Master and the eligibility management functionality of the Scrip Tracking Software. The migration will occur in conformance to the project description and the Trapeze Proposal, and the scope of work agreed upon by the parties following Operational Review . Where differences exist between the Proposal and the scope of work agreed upon by the parties following Operational Review, this agreement and the final negotiated scope of work shall have precedence over the contents of the Proposal.

This project shall begin with Operational Review (OR) after Veolia issues the first or limited Notice-to-Proceed (NTP) to Trapeze. The OR will be conducted during the first 45 days of contract performance after issuance of the first or limited NTP. The OR shall consist of a thorough review of the current software system, its functionality and its operation by multiple end-users with specific and detailed analysis given to currently required functionality of the eligibility, complaint processing, and accounting functions as well as the typical routing & scheduling functions and reports availability compared to the proposed solutions dated August 25, 2006 and November 15, 2007.

At the conclusion of the OR, Trapeze shall furnish Veolia with a clear summary of its findings including a recommendation as to which of the Trapeze-DR systems (NOVUS or PASS) better supports the identified key and essential functions of both Mobility Master & Scrip Tracking. Further, Trapeze will identify any additional functionality that is needed but not currently a part of the Proposal or the deliverables included in this agreement.

If after reviewing the OR report Veolia determines that it would like to modify the scope of work or functionality of the TRAPEZE-DR software, then the parties will negotiate, a modified scope of work and calculation of charges, if any, for the additional functionality before any further work under this agreement is undertaken. Upon Veolia's notice to Trapeze that no functionality modifications are required, or upon the parties' agreement on any modifications to specifications to the TRAPEZE-DR software's functionality and cost, Veolia will issue a second NTP for completion of the remainder of the work to be provided pursuant to this Agreement.

III. Description of Current Hardware and Software System and TRAPEZE-DR Requirements

Mobility Master, the current routing & scheduling software system, is an in-house product developed by ATC/Vancom, the rights to which have been acquired by Trapeze.. It works with another ATC/Vancom-developed custom product called Scrip Tracking. Scrip Tracking was specifically designed for the SF Paratransit program to record and track all paratransit taxi scrip sales and sales of other paratransit media (e.g., Muni Fast Passes, senior passes, ADA paratransit fare coupons, etc.) and to manage all passenger eligibility information. The SFMTA intends to replace the paratransit fare tracking aspects of the Scrip Tracking component with a new Paratransit Debit Card System (PDCS) software which will interface with TRAPEZE-DR. Generally, all SF Paratransit entries are made directly into Scrip Tracking and MM acts as a “slave” to Scrip Tracking. A number of van contractors use the MM part to accept ride requests, both standing and subscription ride requests and demand requests for both group van, ADA paratransit and then schedule these ride requests. The Broker enters complaints related to services directly into MM and maintains all passenger data, including new registrants and updated registrant information, via Scrip Tracking. The eligibility functionality of the Scrip Tracking system must be included as part of the TRAPEZE-DR system.

Mobility Master

Mobility Master contains the tools required to manage all aspects of Paratransit programs from reservations and scheduling to reports and planning. Mobility Master’s tools are divided into five main categories: Reservations, Scheduling, Trip Check-In, Supervisor, and Reports. At a minimum, we expect the TRAPEZE-DR software solution to support the same job functions and business practices as the current Mobility Master and Scrip Tracking software.

Reservations

Every trip begins with a reservation. Mobility Master provides multiple ways of entering or creating reservation information. The Daily Trips form is used for the demand response trips. The Standing order form is used for trips that repeat on a set schedule every week. The SF Paratransit program uses both forms of reservations.

Scheduling

Mobility Master supports three modes of scheduling – interactive (on-line), batch or manual scheduling. In batch scheduling, Mobility Master schedules all trip records at once. Interactive or on-line scheduling allows Reservations Agents to tell callers what their approximate pick-up times

will be by scheduling the trip at the time of the reservation. It also allows for trip time negotiations. Mobility Master provides tools for the experienced scheduler to manipulate trip records manually and develop schedules. Currently, the contractors use a combination of batch and manual scheduling.

Reports

At a minimum, TRAPEZE-DR shall provide all standard TRAPEZE-DR reports and additionally, this contract requires the delivery of five (5) custom reports that will be identified by Veolia during the OR. The cost for any additional custom reports will be negotiated as part of the OR.

Queries

Currently, the SF Paratransit program is able to run queries of all existing data via Microsoft (MS) Excel. A connection to the database occurs via MS SQL using MS Excel. Using the SQL language, the data is queried out and ported out MS Excel. At a minimum, this capability must be replicated in TRAPEZE-DR and all data shall be accessible via this route.

Current Hardware-Software Configuration

Scrip Tracking and Mobility Master are SQL Databases which reside on a single server. The server also contains MS SQL 2000 Enterprise. There are a total of four servers located in our Network Operations Center (NOC) at 365 Main Street. The below list represents the servers and their roles and current users accessing them;

Server 1 Primary Domain Controller, user accounts, both local and remote [NOC]

Server 2 Scrip Tracking, Mobility Master and SQL Enterprise, live database, user accounts, both local and remote SQL account information [NOC]

Server 3 MS Terminal Server-1, user accounts (Veolia & Medsam), both local and remote [NOC]

Server 4 MS Terminal Server-2, user accounts (Mobility Plus Transportation), both local and remote [NOC]

Any additionally required hardware needed to properly operate the TRAPEZE-DR software will be provided by Veolia.

Scrip Tracking

The Scrip Tracking Module is used to manage information regarding client eligibility for Paratransit services. It is also used to keep track of fare media sales transactions made by the registered riders. The Scrip Tracking Module uses the same client database as Mobility Master. Clients are the core of the Scrip Tracking Module and Mobility Master. The Client Locator form and Client form are located under the Reservations/Intake menu. In a Client form, the Scrip Tracking Module and Mobility Master stores all basic information about the clients who use the transportation system: name, address, phone numbers, emergency contacts, disability information, billing information and other client specific information, a list of which has been included in **Appendix One of this contract**, along with all scrip purchases and transaction histories including dates of next eligible purchases, scrip purchase levels and transaction notes.

Eligibility Component of Scrip Tracking

Once an application has been received, the user, after identifying the client, will select the "Eligibility" button from the Client Locator form and a blank Eligibility form will appear. The header of the window will display the Client's name, address, home phone number and Client ID field. The tabbed pages will display information about the client's eligibility process for each type of Paratransit service. It is possible for clients to be eligible for multiple types of service simultaneously. Information entered on this form will be the factors that determine the amount, frequency and type of scrip that a client can purchase.

Veolia staff uses eligibility when processing eligibility applications and for certifying the rider as eligible or ineligible based on their mobility abilities and/or needs. Eligibility is based on two levels; full or conditional. Fully certified riders can access rides whereby conditional riders may be restricted based on their mobility condition.

Eligibility for certified riders is based on three categories:

[1] Inability to use the fixed route system; [2] Inaccessibility of the fixed route system; and, [3] Inability of the rider to get to/from the fixed route system.

MM/Scrip Tracking allows eligible riders to fall into three types: ambulatory, wheelchair or stretcher. Currently, "stretcher" is not used for purposes of the SF Paratransit program.

All entries in the eligibility tab within Scrip Tracking affect various riders' ability to travel and the mode of transportation. Two key fields in the eligibility section include Record Status and Billing Codes. These fields are verified in Mobility Master and the rider is either approved or denied to use the Paratransit system. The record status fields are either active or

inactive. If the record status is active, the rider is eligible to use the Paratransit system, and conversely, the rider cannot use the system if their status is inactive.

Built-in Forms

Scrip Tracking generates custom form letters to clients based upon their needs, requirements and whether they are denied or approved for Paratransit services. The forms include custom mailing labels as well (Avery 5160 Template) as staff members can mail to the various clients.

These form letters include but are not limited to: Eligibility Applications, Acknowledgement Letter, Application Completed Acknowledgement, Eligibility Determination Letter, Recertification Letter, Second Recertification Letter Reminder, Final Recertification Letter Reminder, Pay Letter, Signed Memo of Understanding, Photo ID Appointment letter, etc. Veolia will provide a complete summary of these forms to Trapeze in an electronic format with the first or limited NTP.

Although the debit card software (DCS) or middleware to be procured separately will replace most functionality currently in the Scrip Tracking system, the TRAPEZE-DR Certification module being purchased as part of this agreement must replicate some functionality of the Scrip Tracking's eligibility component to work effectively as an adjunct to the TRAPEZE-DR software so it effectively supplies the necessary information for the DCS to function properly.

Scrip Tracking Integration

Scrip Tracking is used to certify riders and determine their eligibility for using Paratransit services. If the client is not entered into Scrip Tracking, rides cannot be scheduled with Mobility Master. Clients are first entered into Scrip Tracking; their eligibility is established and the rider's information is then transferred to Mobility Master for the purpose of scheduling rides. Scrip Tracking is the primary interface to enter all pertinent client data details and then it is transferred to Mobility Master. Scrip Tracking software also tracks all sales of paratransit taxi scrip and associated data management.

Before the PDCS interface is active, Trapeze will create an interface with the current Scrip Tracking component of MM that will automatically import client information as defined in the final specification into the TRAPEZE-DR system as it is updated or created within the Scrip Tracking component. After the PDCS interface has been deployed and is active, Trapeze will interface to support the Debit Card system as herein

described.

With the activation of the PDCS interface, the current Scrip Tracking component will be decommissioned and the Trapeze-DR software will be employed to administer the eligibility functions through the adjunct Certification module being licensed through this agreement. The interface function between TRAPEZE-DR and the DCS will be an export from TRAPEZE-DR in the required format each time a client record is created, updated or edited.

TRAPEZE-DR Upgrades

Contractor warrants that all future upgrades to TRAPEZE-DR shall be incorporated into this version of TRAPEZE-DR and be compatible with all aspects of the previous TRAPEZE-DR version including custom features, by ensuring customizations developed pursuant to this agreement become features/functions of the off-the-shelf system.

As such, Contractor warrants that they will be subjected to the same quality control and testing systems as all Trapeze products before they are released to users and thus warrant that all upgrades shall be integrated to work smoothly and without problem, interruption or failure.

TRAPEZE-DR Customization for San Francisco

All custom features offered as part of this TRAPEZE-DR installation, either as part of this agreement, including but not limited to those agreed to by the parties after the completion of the OR, shall be tested and certified as working properly by the COTR and without problems, interruptions or failure. All customized features shall be documented as part of the end-user's manual required by Section VI paragraph 15 of this agreement, and updated annually and shall be delivered as part of the project and accepted by the COTR as described in Paragraph VI herein.

IV. Project Schedule and Term

Except as otherwise provided in Attachments IV and V of this agreement, the term of this Agreement shall be from the date of the first, limited Notice to Proceed and shall continue through June 30, 2010 unless earlier terminated.

The implementation of the Trapeze –DR software is anticipated to be completed by September 22, 2009, after conditional system acceptance has been given by the COTR. Then 45 days later, on or around October 10, 2009, full system acceptance will be given by the COTR, contingent on correction or repair of all operational problems previously identified by the COTR. Veolia, through its COTR may modify or update the specific

tasks, including steps and procedures, as needed to accommodate proper completion of deliverables but may not modify the overall project schedule. Adherence to the project schedule will be determined by measuring each deliverable's actual completion date with the due date for each deliverable listed in Section VI of this Attachment.

V. Payment Schedule

The total project cost may not exceed \$247,321 unless this contract is modified under the terms and conditions described in Section 2 of Attachment II to this contract. The COTR may not modify the total cost of this contract nor the deliverables or work described herein without written amendment to this agreement by the Veolia Contracting Officer (CO). A retainage totaling 10% (ten percent) of the total cost of the project shall be held by Veolia and paid within 30 days of full system acceptance by the COTR. Trapeze may invoice pursuant to the following schedule:

1. \$13,500 plus the cost of approved travel 30 days after the first NTP and upon completion of the Operational Review (OR) and submission of required reports unless the Veolia COTR, after completion of the OR and based on the OR's final report, decides to terminate this agreement as described in Paragraph 1, Section VI (Project Deliverables), of this Attachment I;
2. \$52,610 after 45 days from issuance of the second notice to proceed unless the COTR has determined that a proportional amount of anticipated deliverables have not been started or completed.
3. \$52,610 from the 75th day from the second notice to proceed unless the COTR has determined that a proportional amount of anticipated deliverables have not been completed or started.
4. \$52,610 from the 100th day from the second notice to proceed unless a proportional part of anticipated deliverables have not been completed or started.
5. \$52,663 after ten (10) days have passed from conditional system acceptance unless a proportional part of anticipated deliverables have not been completed or started.
6. Retainage equivalent to 10% of the total project cost or \$23,382 within 30 days from final full system acceptance.

VI. Project Deliverables

The key deliverables and their respective due dates are itemized below.

1. As it is part of Contractor's business practice to conduct an "Operational Review" (OR) as part of the initial part of the migration process, this agreement provides for the OR to be conducted during the first 45 days of contract performance. Following execution of this Agreement, Veolia will give Trapeze a limited NTP for the OR (only). The OR shall consist of a thorough review of the current software system, its functionality and its operation by multiple end-users with specific and detailed analysis given to currently required functionality of the eligibility, complaint processing, and accounting functions as well as the typical routing & scheduling functions and reports availability compared to the proposed solutions dated August 25, 2006 and November 15, 2007 functionality of the system described in the Proposal.

At the conclusion of the OR, Contractor shall furnish Veolia with a clear summary of its findings, including but not limited to how the TRAPEZE-DR, Certification module & Complaint module will perform the identified key and essential functions from both Mobility Master & Scrip Tracking. Further, Trapeze will identify any additional functionality that is needed but not currently a part of its proposal or deliverables included in this agreement. Following completion of the OR report, The two parties shall discuss and negotiate, if necessary, any additional cost for the needed or desired functionality before any further work under this agreement is undertaken. Veolia reserves the right to terminate this agreement upon completion of the OR without any further obligation to Trapeze except for payment of the cost of the OR and any approved travel. In such event, notwithstanding the cost provided for in paragraph 1, Article V, Payment Schedule, the cost of the OR shall not exceed \$21,000 plus the cost of approved travel (one trip) if Veolia decides, after the OR is completed and the OR report finalized, to terminate this agreement in accordance with the terms herein described. If this agreement is not terminated by Veolia after receiving the OR report, the total project price for this project as agreed to in December 2007 shall remain the total project price to be paid by Veolia; not including the cost for any new software modifications agreed to by both parties after the OR is completed. Any further work to be performed by Contractor on this project after the OR will be triggered by the issuance of a second and final NTP by Veolia.

Upon satisfactory completion of the OR and acceptable resolution of any open issues, Veolia will issue to Trapeze a final NTP. During the OR, Contractor shall understand the current software systems and understand key & essential current functionality and processes to be replicated by TRAPEZE-DR or the adjunct Complaint & Certification modules prior to issuing the final OR report and proceeding with the installation and deployment of TRAPEZE-DR software to ensure uninterrupted operation. No later than October 31, 2008, the parties will document an agreed-upon final migration plan with timelines for project completion, including data transfer, interim acceptance testing, customization, RED interface, training, successful pilot period and final acceptance. Contractor shall ensure that the OR includes a discussion with Veolia to understand current

reports and any additionally needed reports to see what will be satisfied by current TRAPEZE-DR standard reports, the design of the five (5) custom reports and the need for any additional customized reports;

To be completed within 45 days of first NTP

2. After the final NTP is issued, Contractor shall develop an Application Programming Interface (API) between Contractor's Trapeze-DR software and the planned PDCS (as described in Section III of this Attachment I). To the extent possible, this deliverable is required to take advantage of the Contractor's Trapeze-DR interface development tool and feature and to aid in avoiding the modification of base software code or the development of external elements to satisfy this requirement. Contractor shall identify, track, resolve and implement appropriate user interface features and functionality to satisfy all functional and technical requirements. This deliverable must include at a minimum an API development plan and process; API testing and documentation once it is developed; and API installation and configuration.

In the event that the Trapeze-DR software will not properly interface with the PDCS software, then Veolia will direct Contractor and the PDCS contractor to resolve the problem

The API will be developed and agreed upon by the parties prior to design. The API will be based on XML and an ICD and documentation will be provided to the PDCS contractor. Prior to implementation in the production environment, acceptance testing will be completed with the participation of Contractor, PDCS, Veolia and the SFMTA. Acceptance testing will be based on the final acceptance test plan created during the operational review.

Any issues that arise with the API during the production use will be resolved through the Trapeze customer care program described in Attachment V.

To be completed substantially by the 30th day after the second NTP and be completely tested and accepted by the COTR within 20 days of that date.

3. Contractor shall help develop and agree to a "sign off" list of tasks, including steps to be completed and functionality to be implemented, and any customization as part of the migration from MM and the eligibility functions of Scrip Tracking to TRAPEZE-DR including all actions required of SF Paratransit staff for the performance of this agreement;

To be completed within 21 days from the second NTP

4. Contractor shall identify the necessary geographic database to be used by TRAPEZE-DR, and shall procure, install and test such database to meet the functionality standards of this agreement;

To be completed within 30 days of the second NTP

5. Contractor shall ensure TRAPEZE-DR accepts all existing MM geographic data coordinates for client records or can usefully translate these data coordinates and all existing passenger trip histories and store them to the appropriate TRAPEZE-DR data storage location for ongoing use and reference;

To be completed within 30 days of the second NTP

6. Contractor shall prepare all client, trip, route, vehicle and historical data stored in the current, existing MM database for smooth electronic transfer of all fields into respective TRAPEZE-DR fields and including all historical trip data. Contractor shall ensure all Scrip Tracking Eligibility functionality (existing replication required) as agreed to and established following completion of Deliverable No. 1 and shall define and perform all necessary coding in advance of data transfer. For MM scrip transaction files and scrip historical files which are not to be transferred to TRAPEZE-DR, Contractor shall ensure such data is to be retained for future reference and available for easy access for at least 1 year after the initial data transfer is complete;

To be completed within 50 days of the second NTP

7. Contractor shall conduct a successful transfer of all data to TRAPEZE-DR including all current and indicated client master files, standing order files and other necessary data files;

To be completed within 50 days of the second NTP

8. Contractor shall test system for performance including all reports and customized features, including but not limited to, client eligibility custom features, custom reports, standard reports, bill codes, passenger codes, trip status codes, fare codes, and client needs codes;

To be completed within 60 days of the second NTP

9. Contractor shall install TRAPEZE-DR on servers described in Section III and in a manner approved by Veolia to ensure the smoothest transition and ongoing operation, and shall begin to outline and prepare all training materials for end-users;

To be completed within 20 days of the second NTP

10. Contractor shall perform TRAPEZE-DR end-user training for Broker staff (up to 10 people);

To be completed within 75 days of the second NTP

11. Contractor shall perform TRAPEZE-DR end-user training for designated staff of Veolia's subcontractors (up to 10 people);

To be completed within 80 days of the second NTP

12. Contractor shall work with Veolia to set up all users and rights;

To be completed within 80 days of the second NTP

13. Contractor shall work with Veolia and Veolia subcontractor staff to set up all user-defined elements of TRAPEZE-DR software (driver shifts, vehicle types, holidays, etc.);

To be completed within 50 days of the second NTP

14. Contractor shall perform a one-week on site PILOT testing period of TRAPEZE-DR software at both the Broker facility and Contractor facilities as indicated;

Scheduled to begin within 90 days of the second NTP

15. Contractor shall prepare and deliver 10 bound hard copies and one electronic copy of an end-users guide and two bound hard copies and one electronic copy of a system administrator's guide, including all documentation of customized features;

To be completed by the 100th day of the second NTP

16. Contractor shall meet with Veolia to review performance of TRAPEZE-DR software, functionality of software, customization of software, etc., in preparation for full system acceptance;

Scheduled to begin on or around June 1, 2009

17. Once software is fully operating and while Paratransit Debit Card system administration software is being selected, Contractor shall ensure that all Mobility Master Client File registration's current functionality and additionally needed customization is finalized in the TRAPEZE-DR software, including RED interface, in preparation for take over by TRAPEZE-DR of all MM operations and shall

ensure that such TRAPEZE-DR software effectively interfaces with Paratransit Debit Card Software System.

Scheduled to begin on or around June 30, 2009

VII. Other Matters

1. Liquidated Damages

a) Subject to the procedure set out in subsection (c) below, upon failure by Contractor to meet the following milestones in the Implementation Schedule:

Completion of tasks 6, 7, 8 and 14 of Section VI of this Attachment.

Contractor shall be subject to charges for liquidated damages and not as a penalty in the amount of one-hundred dollars (\$100) for each and every business day of delay up to a maximum of \$4,000.

b) The sum of liquidated damages (if any) will be deducted from the payments to be made to the Contractor. Whatever sum of money may become due and payable to Veolia by the Contractor under this Section may be retained out of money belonging to the Contractor in the hands and possession of Veolia. It is agreed that this Section shall be construed and treated by the parties of this Agreement as liquidated damages to compensate Veolia because of the failure of the Contractor to complete said work fully as specified in this Agreement.

c) Prior to assessing liquidated damages, Veolia must provide the Contractor written notice of the amount and the specific grounds for the intended assessment within five (5) business days of its intent to claim Liquidated Damages. Within 10 business days of the issuance of such written notice, the Contractor shall have the right to submit a written statement of any reasons that liquidated damages should not be assessed, citing specific facts and any pertinent laws or contract provisions that support Contractor's position. Veolia shall respond to Contractor's statement in writing within 10 business days, citing specific facts and any pertinent laws or contract provisions that support Veolia's position. Contractor shall also have the right to submit a revised Implementation Schedule. This Liquidated Damages Section shall apply to any mutually approved revised Implementation Schedule.

Any final payment (or offset) of liquidated damages by Veolia, upon written request by either party, may be made subject to the following dispute resolution procedure:

- 1) A meeting between the Veolia General Manager and an authorized senior member of the Contractor's Executive Team (CFO, President, etc.) shall be immediately effected to expedite a resolution.
- 2) If Step 1 is unsuccessful, parties may (if both agree) employ a mutually agreed upon California based, American Bar Association approved mediator. In said case, the losing party shall pay the cost of the mediator.

In such event the liquidated damages shall not be paid by Contractor, or withheld from payment by Veolia, nor shall Veolia be in breach of contract for withholding payment in the amount of the disputed liquidated damages, until such time as the dispute resolution procedure has concluded, but this shall not preclude Veolia making any and all other payments due to Contractor.

d) If the Contractor's delay or failure to meet the dates in the implementation schedule is caused in whole or in part by a delay or failure to perform by SFMTA, Veolia Transportation or its contractors, or by any event in the nature of Force Majeure, then the Contractor shall be entitled to an automatic extension of time equal to the period of such delay prior to the application of any liquidated damages. Notwithstanding anything to the contrary, no liquidated damages may be assessed in these circumstances described in this Section VII, paragraph 1(d) until the revised Implementation Schedule is agreed to in writing by both parties.

e) Liquidated damages shall not apply to the 100% error-free running of customizations. Given the nature of customized software, it is impossible for the Contractor to anticipate and remedy all possible errors until the software is being used operationally.

2. Travel Policy

All Contractor's travel under this Agreement shall be approved in advance by Veolia. All Contractor's travel shall be undertaken in accordance with SFMTA travel guidelines (to be furnished). Meals will be reimbursed on a per diem basis using the latest Federal government per diem rates for travel to the City of San Francisco. Contractor's employees (or its contractors) assigned to this project will lodge at the Hotel Whitcomb, if available, using a government rate.

Appendix One

List of Client Specific Information stored in Scrip Tracking

Provided separately on DVD

GENERAL PROVISIONS

1. Independent Contractor

The Contractor at all times shall be an independent contractor. Contractor shall administer its own payroll and make all necessary payroll deductions and payments to federal, state, and local governments. No contractual relationship shall be established between Veolia and any employee, subcontractor or supplier of the Contractor by virtue of this Agreement. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the law of the state where organized and of the state where services are to be performed under this agreement. This Agreement is solely for the benefit of Veolia and the Contractor.

2. Amendments

This Agreement may be amended by the parties. No amendment to this Agreement shall be effective until and unless it is reduced to writing and signed by both parties.

3. Termination without cause

Except as otherwise provided in Attachments IV and V, either Party may terminate this agreement without cause upon thirty (30) days written notice to the other party. Upon such termination without cause, Provider shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and Veolia shall have no other obligations to Provider. Provider shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

4. Termination for Default

Either party may terminate this Agreement for default, in accordance with this paragraph, if the other party fails to perform the services in a timely manner and in accordance with the Attachments or fails in any other way to conform to the terms of this agreement. Prior to termination for default, the terminating party shall give the alleged defaulter a Notice of Default setting forth the circumstances of the default. Said party shall have ten (10) days to cure such default (measured from receipt of the Notice of Default). If the party fails to cure the default or submit a plan for curing the default which is acceptable to the other party before the expiration of the ten (10) day cure period, the Agreement shall be terminated upon the expiration of the cure period and the terminating party shall be entitled to equity under the law. Neither party shall be found in default for events arising due to Acts of God, war, insurrections, strikes and unusually severe weather.

5. Assignment

Neither this agreement, nor any part of this agreement may be assigned by Contractor to another entity without the prior, written consent of Veolia, which shall not be unreasonably withheld..

6. Auto Liability Insurance

Provider shall purchase and maintain auto liability insurance on all vehicles used to provide services under this Agreement (including non-revenue vehicles) regardless of whether said vehicles are owned by the Provider or supplied to Provider by Veolia, the

Funding entity or some other party. Auto liability insurance shall provide minimum limits of two one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury liability and property damage liability including liability to passengers. Said insurance shall provide coverage for "all vehicles" or "all hired, owned and non-owned vehicles." For vehicles not owned by Provider, insurance coverage shall also be maintained for physical damage to the vehicles including comprehensive and collision coverage equal to the cash value of the vehicles. Provider shall provide to Veolia, prior to beginning service under this agreement a certificate of insurance, specifying coverages as required in this paragraph, underwritten by a carrier acceptable to Veolia (and having a most recent published rating by A. M. Best Company of "A" or better) that indicates that Veolia and the Funding Entity, the officers, agents, employees, and volunteers of Veolia and the Funding Entity, individually and collectively and any subcontractor or agent of Provider engaged in any work under this agreement are named as additional insureds on the policy. The certificate of insurance shall contain an endorsement providing that Veolia shall be given thirty (30) days notice before cancellation of the policy and an endorsement that such insurance is primary and no insurance of Veolia, the Funding entity, or subcontractor will be looked upon to contribute to any loss.

7. General liability insurance

Provider shall obtain Comprehensive General Liability insurance in the amount of one million dollars (\$1,000,000) per occurrence. Said coverage shall be "broad form" and shall specifically cover contractual liabilities including the hold harmless provisions of this Agreement. Prior to the start of service under this agreement, Provider shall provide Veolia a certificate of insurance, specifying coverages as required in this paragraph, underwritten by a carrier acceptable to Veolia (and having a most recent published rating by A. M. Best Company of "A" or better) indicating that Veolia and the Funding Entity the officers, agents, employees, and volunteers of Veolia and the Funding Entity, individually and collectively and any subcontractor or agent of Provider engaged in any work under this agreement are named as additional insureds on the policy. Said policy shall contain a provision that Veolia shall be given thirty (30) days written notice before the cancellation of the policy and an endorsement that such insurance is primary and no insurance of Veolia, the Funding entity, or subcontractor will be called upon to contribute to any loss.

8. Worker's Compensation Insurance

Contractor shall maintain a policy of insurance covering Workers Compensation risks in the amount of one million dollars (\$1,000,000) and with such coverage as required by the laws of the State of California. Prior to the start of service under this agreement, Contractor shall provide Veolia a certificate of insurance, specifying coverages as required in this paragraph, underwritten by a carrier acceptable to Veolia (and having a most recent published rating by A. M. Best Company of "A" or better) indicating that Veolia, the Funding Entity and any subcontractors are included as additional insureds on said policy. The policy shall contain a provision that Veolia shall be given thirty (30) days

written notice before the cancellation of the policy; that such insurance is primary and no insurance of Veolia, the Funding Entity, or subcontractor will be called upon to contribute to any loss.

9. Indemnification and liability

Trapeze shall indemnify Veolia and the Funding Entity as provided in the Trapeze License Agreement (Attachment IV).

10. Disputes

Any dispute concerning a question of fact or law arising under or related to this Agreement that is not disposed of by agreement shall be submitted by Contractor in writing to the Project Manager. Thereafter, the Parties shall have thirty (30) days to reach an agreed resolution of the dispute. In the event no agreement is reached, the decision of the Project Manager shall be the final decision, unless, within thirty (30) days the matter is referred to arbitration. Either party may submit the matter to arbitration by doing so in writing within the thirty (30) day period above specified. An arbitrator will be selected by alternate strikes of a list of five arbitrators supplied by the local office of the American Arbitration Association. The first strike shall be determined by lot. The parties shall alternately strike proposed arbitrators until only one arbitrator remains. This person shall hear the dispute. The decision of the arbitrator shall be final and binding and the cost of the arbitration shall be borne by the losing party. Notwithstanding any disagreement, the Contractor shall proceed during the pendency of any appeal with the services in accordance with the Project Manager's decision. Contractor shall be responsible for requesting instructions or interpretations when an ambiguity is apparent, and is liable for any cost or expenses arising from its failure to do so. The Contractor's failure to appeal the Project Manager's decision within the thirty (30) day period shall constitute a waiver of its rights to further appeal.

11. Records

Contractor shall maintain (in accordance with generally accepted accounting procedures) and make available for inspection, audit and /or reproduction by any authorized representative of Veolia, the Funding Entity, or any other authorized governmental agency; adequate books, documents and other evidence pertinent to the costs and expenses of this Agreement. This shall include direct and indirect costs of labor, material, equipment, supplies, services and all other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. All records required by this Agreement or by law shall be maintained until an audit is completed and all questions arising therefrom are resolved or five (5) years after completion of this Agreement, whichever occurs first; except that records will be retained beyond the fifth year if an audit is in progress and/or the findings of a completed audit have not been resolved satisfactorily.

12. Notices

Notices in connection with this Agreement shall be in writing and delivered by regular, registered, or certified mail or hand carried to the individual designated on the signature page to receive such notice. Telephone calls and facsimile machines may be used to expedite communications, but shall not be official communication unless confirmed in writing and delivered in accordance with this paragraph.

The parties designated to receive notice and/or addresses for delivery of notices may be changed from time to time by written notice.

13. Federal State and Local Taxes

All prices set forth in the payment provisions of this agreement are inclusive of all applicable taxes and Veolia shall not be liable to Contractor for any taxes, including payroll taxes and sales taxes not included within said prices.

14. Licenses and permits

The Contractor shall, without additional expense or obligation to Veolia, be responsible for obtaining any necessary licenses, permits, and approvals necessary for complying with any federal, state, county, municipal or other law, code or regulation applicable to the performance of the services to be provided under this agreement.

15. Compliance with Law

The Contractor shall perform all services required by this Agreement in accordance with all applicable federal, state and local laws and regulations. The Contractor shall use only licensed personnel to perform work required by law or regulation to be performed by such personnel.

16. Privacy of data

Contractor shall comply with all federal state and local data privacy laws, regulations, and requirements applicable to data collected or used by Contractor in the provision of services under this agreement.

17. Interest of Contractor

No Board member, owner or employee of Contractor shall have any interest in Veolia or become an employee of Veolia or member or employee of the Funding Entity.

18. Governing Law

This Agreement and the rights, obligations and remedies of the parties under it shall be governed by the law of the state in which the Funding Entity, if a unit of state or local government, is created, or, if the Funding Entity is not a unit of state or local government, the state in which the majority of services under this Agreement are delivered.

19. Notice of Labor Disputes

If the Contractor has knowledge of any actual or threatened labor dispute that is delaying or threatens to delay the timely or proper performance of this Agreement, the Contractor shall immediately give Veolia notice of the dispute, including all relevant information.

20. Publicity Releases

All publicity releases or releases of reports, papers, articles, maps or other documents in any way connected with this Agreement or the work under this Agreement which Contractor desires to make shall be subject to the prior approval of Veolia. Contractor shall promptly notify Veolia of all enquiries it receives from members of the media regarding the performance of the work under this Agreement. Veolia shall have unrestricted authority to reproduce, distribute, or use in whole or in part, without payment of any kind, photos of the Contractor's employees and vehicles and any reports, data or materials submitted by Contractor associated with any services provided under this Agreement.

21. Equal Opportunity

During the performance of this Agreement, 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, sexual orientation, age, disability or national origin. The

Contractor further agrees to afford equal opportunity required by applicable federal, state, or local law to subcontractors and vendors which are "disadvantaged business enterprises" or "women owned enterprises" (both as defined by federal law or regulation in effect on the date of this Agreement). The Contractor agrees to insert the substance of this clause in all subcontracts and purchase orders.

22. Complete Agreement, Savings Clause, Waiver

This agreement together with all attachments and exhibits is the complete agreement between the parties. If any provision of the Agreement is found to be invalid or unenforceable, the remaining

provisions shall not be impaired. Failure or delay of Veolia (a) to insist in any one or more instances upon performance of any of the terms and conditions of this Agreement or (b) to exercise any rights or remedies, or (c) to approve the services, shall not release the Contractor from any obligations under this Agreement and shall not be construed as a waiver of relinquishment of Veolia's rights (a) to require strict performance of the Contractor's obligations or (b) to require the future performance of any terms and conditions, but the Contractor's obligations with respect to such performance shall continue in full force and effect.

FEDERAL PROVISIONS

The federally required contract clauses and provisions in this Attachment apply to all Federally assisted contracts. These provisions supersede and take precedence over any other conflicting clause or provision of the Agreement.

1. Equal Opportunity

During the performance of this Agreement, the Contractor agrees that it shall not discriminate against any employee or applicant for employment because of race color, creed, sex, disability, age or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. This shall include, but not be limited to: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall include the provision of this section in every subcontract or purchase order except for standard commercial supplies or raw material and construction.

2. Disadvantaged Business Enterprise Program

It is the policy of the Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 23 apply to this Agreement. The Contractor shall not discriminate on the basis or race, color, national origin, or sex in the performance of this Agreement. The requirements of 49 CFR Part 23 are incorporated in this Agreement by reference. Failure by the Contractor to carry out these requirements is a material breach of the Agreement, which may result in termination or other appropriate remedy.

3. Interests of Members of Congress

No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for the corporation's general benefit.

4. Restrictions on Lobbying

The Contractor shall timely comply with the requirements of the lobbying restrictions set forth in Section 301 of Public Law 101-121 as implemented by the Department of Transportation in 49 CFR Part 20, and as those authorities may be hereafter amended.

5. Contract Work Hours and Safety Standards Act-Overtime Compensation

(a) Overtime requirements. No Contractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess for forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of forty (40)

hours in such workweek.

(b) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek or forty (40) hours without payment of the overtime wages required by the provision set forth in paragraph (a) of this clause.

(c) Withholding for Unpaid Wages and Liquidated Damages. Veolia shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal Contract with the same Contractor or any other Federally -assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provision set forth in paragraph (b) of the clause.

(d) Payrolls and Basic Records

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of Agreement work and shall preserve them for a period of three (3) years from the completion of the Agreement for all laborers and mechanics working on the Agreement. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5 (a)(3) implementing the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d) (1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of Veolia or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

(e) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the provisions set forth in paragraphs (a) through (e) of this clause and also a provision requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

6. Title VI Civil Rights Act of 1964

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(a) Compliance with Regulations. The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter "DOT") Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(b) Nondiscrimination. The Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

(c) Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, disability, religion, color, sex, age, or national origin.

(d) Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directive issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Veolia, the Funding entity, or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information is required and the information is in the exclusive possession of another who fails to or refuses to furnish this information, the Contractor shall so certify to Veolia, the Funding entity or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provision of this Agreement, Veolia shall impose such contract sanctions as it or the Funding entity or FTA may determine to be appropriate, including, but not limited to:

(1) Withholding of payment to the Contractor under the Agreement until the Contractor complies; and /or

(2) Cancellation, termination or suspension of the Agreement, in whole or in part.

(f) Incorporation of Provision. The Contractor shall include the provision of paragraphs (a) through (f) of this clause in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as Veolia, the Funding Entity or FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that, in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Funding Entity to enter into such litigation to protect the interests of the Funding entity and, in addition, may request the Attorney General of the United States to enter into such litigation to protect the interests of the United States.

7. Clean Air and Water Acts

(a) Definitions:

(1) "Air Act" as used in this clause means the Clean Air Act (42 USC 7401 et. seq.).

(2) "Clean Air Standards" as used in this clause means:

(i) Any enforceable rule, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738.

(ii) An applicable implementation plan as described in Section 110(d) of the Air Act (42 USC 7410(d))

(iii) an approved implementation procedure or plan under Section 110(c) or Section 111(d) of the Air Act (42 USC 7411(c) or (d)); or

(iv) An approved implementation procedure under Section 112 (d) of the Air Act (42 USC 7412 (d)).

(3) "Clean water standards" as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program as authorized by Section 402 of the Water Act (33 USC 1342) or by local government to ensure compliance with pre-treatment regulations as required by Section 307 of the Water Act (33 USC 1371).

(4) "Compliance" as used in this clause, means compliance with:

(i) Clean air or water standard; or

(ii) A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

(5) "Facility" as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised, by a Contractor or subcontractor used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee of the Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

(6) "Water Act" as used in this clause, means Clean Water Act (33 USC 1251 et. seq.).

(b) The Contractor agrees:

(1) To comply with all the requirements of Section 114 of the Clean Air Act (42 USC 7417) and Section 308 of the Clean Water Act (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this Agreement;

(2) That no portion of the work required by this Agreement will be performed in a facility listed on the Environmental Protection Agency list of Violating Facilities on the date when this Agreement was awarded unless and until the EPA eliminates the name of the facility from the listing;

(3) To use best effort to comply with Clean Air standards and clean water standards at the facility in which the Agreement is being performed; and

(4) To insert the substance of this clause into any nonexempt subcontract, including this paragraph (b) (4).

8. Energy Policy and Conservation Act

The Contractor shall recognize mandatory standards and policies relating to energy efficiency contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et. seq.)

9. Access Requirements for Individuals with

Disabilities

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC 12101 et. seq. and 49 USC 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794; Section 16 of the Federal Transit Act, as amended, 49 USC app 1612; and the regulations thereto.

10. Audits and Inspection of Records

(a) This clause is applicable if this Agreement was entered into by means of negotiation and shall become operative with respect to any modification to this Agreement whether this Agreement was initially entered into by means of negotiation or by means of formal advertising.

(b) The Contractor shall maintain records, and Veolia, the U. S. Department of Transportation, the United States Department of Health and Human Services, and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of such Contractor, involving transactions related to the Agreement, for the purpose of making audit, examination, excerpts and transcriptions.

(c) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees the Veolia, The United States Department of Transportation, the United States Department of Health and Human Services, and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract, for the purpose of making audit, examination, excerpts and transcriptions.

11. Privacy

Should the Contractor or its subcontractors or employees administer any system of records on behalf of the Funding Entity or the Federal Government, the following terms and conditions are applicable:

(a) The Contractor agrees:

(1) To comply with the Privacy Act of 1974, 5 USC Section 552a (the Act) and regulations thereunder, when performance under the Agreement involves the design, development, or operation of any system of records on individuals to be operated by the Contractor, its subcontractors or employees to accomplish a Funding Entity function.

(2) To notify Veolia, when the Contractor anticipates operating a system of records on behalf of the Funding Entity in order to accomplish the requirements of the Agreement, if such system contains information about individuals, which information will be retrieved by the individual's name or other identifier assigned to the individual. A system of records subject to the Act may not be employed in the performance of this Agreement until the necessary approval and publication requirements applicable to the system have been carried out. The Contractor agrees to correct, maintain, disseminate, and use such records in accordance with all applicable requirements of the Act;

(3) To include the Privacy Act Notification contained in the Agreement in every third party contract solicitation and in every third party contract when the performance of work under that proposed third party contract may involve the design, development, or operation of a system of records on individuals to be operated under the Agreement to accomplish a Funding Entity function; and

(4) To include this clause, including this paragraph, in all third

party contracts under which work for this Agreement is performed or which is awarded pursuant to this Agreement or which may involve the design, development, or operation of such a system of records on behalf of the Funding Entity.

(b) For purposes of the Privacy Act, when the Agreement involves the operation of a system of records on individuals to accomplish a Funding Entity function, the Contractor, third party contractors and any of their employees are considered to be an employee of the Funding Entity with respect to the Funding Entity function. Failure to comply with the provisions of the Act or this clause will make this Agreement subject to termination.

(c) The terms used in this clause have the following meaning:

(1) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records on behalf of the Funding Entity including the collection, use and dissemination of records.

(2) "Record" means any item, collection, or grouping of information about an individual that is maintained by the Contractor on behalf of the Funding Entity, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.

(3) "System of records" on individuals means a group of any records under the control of the Contractor on behalf of the Funding Entity from which information is retrieved by the name of the individual or by some identifying number, symbol or other identifying particular assigned to the individual.

12. Buy America Provision

This Agreement is subject to the Buy America provisions of the Surface Transportation Assistance Act of 1982, as amended, and the Federal Transit Administration's implementing regulations found at 49 C.F.R. Part 661. The provisions of that Act and its implementing regulations are hereby incorporated by reference into this Agreement.

Attachment IV
SOFTWARE LICENSE AGREEMENT

This Agreement effectively made this 31st day of October, 2008, between:

Name and Address of Licensor:

Trapeze Software Group, Inc., an Arizona corporation
("Trapeze"), with its principal place of business at:

8360 East Via de Ventura, Suite L-200
Scottsdale, Arizona 85258
United States of America

Name and Address of Licensee:

City and County of San Francisco ("Licensee"), a
municipal corporation with its principal place of
business at:

City and County of San Francisco
Municipal Transportation Agency
1 South Van Ness Ave.
San Francisco, CA, 94103
United States of America

This Agreement represents the complete and exclusive agreement between Trapeze and Licensee concerning Licensee's use of the Software and all related matters and supersedes all prior agreements, negotiations, or understandings between Trapeze and Licensee in any way relating to these matters. 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 documents listed in Exhibit B, 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 agreement signed by both parties.

Trapeze and Licensee acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.


TRAPEZE SOFTWARE GROUP, INC.

LICENSEE

Signature:

Name:

Title:

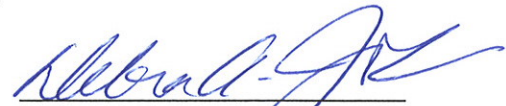


Colin McKenzie
General Manager

Signature:

Name:

Title:



Nathaniel P. Ford, Sr.
Executive Director/CEO

TERMS AND CONDITIONS

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 agreement effectively made as of the 29th day of October, 2007, between Trapeze and Licensee, and the attached exhibits, all of which form an integral part of this Agreement;
- “Authorized User” the third party operator of the Software authorized by the Licensee, and must have signed and returned a Form I;
- “Documentation” the user documentation pertaining to the Software as supplied by Trapeze;
- “Form I” the template document attached as Exhibit C, that must be completed and fully executed as part of the process to specify an Authorized User;
- “Gross License Fees” the license fees before discount for the Trapeze-DR Paratransit Suite Software, and the Malteze Database which only includes Trip Booking/Scheduling/Dispatch, Coordinated Transportation (Security), Mobility Master Client Import Interface, Complaints, Workstations and REDS Interface (export and import). These license fees total, before taxes, \$187,500.
- “Licensee” the City and County of San Francisco, a municipal corporation with its principal place of business at Municipal Transportation Department, City Hall, Room 430, 1 Dr. Carlton B. Goodlett Place, San Francisco, California, U.S.A. 94102-4685;
- “Licensee Terms and Conditions” the terms and conditions as identified in Exhibit D of the Agreement;
- “Maintenance Agreement” the agreement effectively made as of the 29th day of October, 2007, between Trapeze and Licensee setting out the terms and conditions by which Trapeze agrees to supply long-term maintenance and support services related to the use of the Software by Licensee, and the attached exhibits;
- “Software” the certain software as identified in Exhibit A of this Agreement;
- “Summary of Proposed Pricing” the summary of pricing information related to the Software, as annexed to Exhibit B;
- “Trade Secrets” the Software, Documentation, and other related information (including all modifications of the Software developed for Licensee) disclosed to Licensee under this Agreement, including trade secrets and other confidential and proprietary information of Trapeze.

2. License Trapeze grants to Licensee a perpetual, personal, non-transferable and non-exclusive license restricted for use by Licensee at their place of business:

- (a) to use one production copy of the executable code version of the Software in the form supplied by Trapeze, on hardware approved by Trapeze, and in accordance with the further specifications set out in Exhibit A hereto; and
- (b) to use the Documentation, but only as required to exercise this license.

Licensee may make two back-up copies of the Software. Licensee may use the production copy of the Software solely to process Licensee's proprietary data. The Software may not be used on a service bureau or similar basis to process data of any third parties.

An Authorized User shall be allowed to operate and use the software solely on behalf and for the exclusive benefit of the Licensee as long as they have been authorized to do so by the Licensee and have signed and returned a copy of the Form 1, attached hereto, to Trapeze.

The license to use the Trapeze™ Malteze Transit Database is granted to Licensee solely for the development of internal reports by Licensee and for the integrated operation of Trapeze software components. Unless expressly included herein, all other access rights to the Trapeze™ Malteze Transit Database are excluded from this Agreement, and the Licensee shall not develop or use, or authorize the development or use of, any other application interfaces to or from the Trapeze™ Malteze Transit Database.

Licensee will not attempt to reverse compile, disassemble, or otherwise reverse engineer all or any part of the Software. Other than the rights of use expressly conferred upon Licensee by this paragraph, Licensee will have no further rights to use the Software or Documentation. Licensee will not copy, reproduce, modify, adapt, translate or add new features to the Software or the Documentation without the express written consent of Trapeze. Licensee will not permit disclosure of, access to, or use of the Software or the Documentation by any third party unless authorized in writing by Trapeze.

3. Services As itemized in the Summary of Proposed Pricing, Trapeze will perform for the benefit of Licensee services related to Licensee's use of the Software (the "Services"). Such services may include installation, modification, testing, training and additional services.

4. Acceptance Procedure Upon completing the delivery, installation, and testing of the Software, Trapeze will notify Licensee in writing. Licensee will then have thirty (30) 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 perceived defects in the Software.

Notwithstanding the above, Licensee will be deemed to accept the Software when the Licensee puts the Software into operational and functional use. Without limiting the foregoing, the Software will be deemed to be in operational and functional use when the Licensee first uses the Software to support its then current operations in any capacity. Upon the deemed acceptance of the Software in accordance with this paragraph, Licensee will provide Trapeze with a written acknowledgement to confirm such acceptance.

5. Payment Trapeze will invoice Licensee for the Software license fee(s) as set out in and according to the Summary of Proposed Pricing attached as Exhibit B. The full amount of the license fee is set out in Exhibit A. Trapeze will invoice Licensee monthly for the Services provided, in accordance with the Summary of Proposed Pricing. The totals amounts due for all service fees and modifications fees, as those fees are set out in the Summary of Proposed Pricing, are firm fixed amounts and will be invoiced on that basis. Trapeze will also invoice Licensee monthly for related expenses that will be calculated based on actual expenses incurred. Expenses related to the Services are not to exceed those amounts set out in the Summary of Proposed Pricing. Subject to receipt of an accurate invoice, Licensee will pay invoices within thirty (30) days of receipt. Licensee will 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.

6. Trade Secrets Licensee acknowledges that the Trade Secrets 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. These obligations of confidentiality will survive termination of this Agreement.

7. Media and Publication Upon reasonable notice and consultation with the Licensee, Trapeze shall be entitled to publish press releases and other general marketing information related to this Agreement and the work done hereunder. Except for the foregoing, and subject to the strict requirements of the law, neither party will communicate with representatives of the general or technical press, radio, television, or other communication media regarding the work performed under this Agreement without the prior written consent of the other party.

8. Warranty Trapeze warrants the Software to operate in all material respects as specified in the Documentation up until the date upon which the Software is first put into operational and functional use, as defined in the "Acceptance Procedure" paragraph herein. The sole remedy of Licensee for any breach of this warranty will be to require Trapeze to use reasonable efforts to correct, at its own expense, any defects in the Software that are brought to Trapeze's attention by Licensee.

This warranty is in lieu of all other warranties, conditions or other terms, express or implied, concerning the Software. It explicitly excludes any other warranty, condition or other term which might be implied or incorporated into this Agreement, whether by statute, regulation, common law, equity or otherwise, including without limitation any implied warranties or conditions of quiet usage, merchantability, merchantable quality, fitness for a particular purpose, or from the course of dealing or usage of trade as allowed by law. In particular, Trapeze does not warrant that: (i) the Software will meet any or all of Licensee's particular requirements; (ii) that the operation of the Software will operate error free or uninterrupted; or (iii) all programming errors in the Software can be found in order to be corrected.

9. Indemnity Trapeze will defend and indemnify Licensee in respect of any loss, cost, damage, injury, liability and claim brought against Licensee by a third party 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 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, so long as it continues to perform in a functionally equivalent manner, procure for Licensee the right to continue to use the Software, direct Licensee to cease use of the infringing portion of the Software, and substitute equivalent non-infringing software which performs in a functionally equivalent manner, or if none of the foregoing is economically possible, refund to Licensee the fees paid to Trapeze applicable to the infringing portion of the Software, less a reasonable amount for Licensee's use of the infringing portion up to the time of the refund. 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 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.

10. Exclusion of Liability

a) Trapeze and Licensee do not rely on and will have no remedy arising from any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. The only remedy available to Licensee for breach of warranty is for breach of contract under the terms of this Agreement. This does not preclude a claim for fraud.

b) Trapeze does not guarantee the privacy, security, authenticity or non-corruption of any information transmitted through the internet or any information stored in any system connected to the internet. Trapeze shall not be responsible for any claims, damages, costs or losses whatsoever arising out of or in any way related to Licensee's connection to or use of the internet.

c) 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 entire liability and responsibility for any claims, damages, costs or losses whatsoever arising either jointly or solely from or in connection with this Agreement or the Software Maintenance 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 Gross License Fees.

(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.

11. Termination

(a) The license granted by this Agreement is perpetual unless it is terminated for default or breach of the license terms and conditions.

(b) Trapeze has the right to terminate the license granted under this Agreement if Licensee is in default of any term or condition of this Agreement, and fails to cure such default within seven (7) days after receipt of written notice of such default. Without limitation, the following are deemed Licensee defaults 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.

(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) If the license granted under 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.

12. Force Majeure Trapeze will not be responsible for, and its performance of obligations will automatically be postponed as a result of, delays beyond Trapeze's reasonable control, provided that Trapeze notifies the Licensee of its inability to perform with reasonable promptness and performs its obligations hereunder as soon as circumstances permit.

13. Assignment This Agreement is for the sole benefit of Licensee and may not be assigned by Licensee without the prior written consent of Trapeze.

14. Applicable Law This Agreement will be governed by and construed in accordance with the laws of the State of Arizona.

15. Third Parties No party other than Licensee shall be licensed to use the Software by this Agreement, unless such use is expressly permitted by the terms of this Agreement. In the event that this Agreement does allow for the use of the Software by certain designated third party service providers, the Licensee shall be responsible for taking all reasonable steps to ensure that the service provider is fully compliant with the terms of this Agreement including without limitation any restrictions on use of the Software and obligations of confidentiality. Trapeze does not assume, and hereby expressly excludes, any obligations or duties to any third parties, whether expressly named in this Agreement or not, which may be inferred or implied by statute, regulation, common law, equity or otherwise.

16. Notices All notices must be in writing and will be duly given if delivered personally or sent by registered or certified mail to the respective addresses of the parties appearing on page one of this Agreement. Any notice given will be deemed to have been received on the date it is delivered if delivered personally, or, if mailed, on the fifth business day next following its mailing. Either party may change its address for notices by giving notice of such change, as required in this section.

17. Audits Trapeze may perform audit(s) on the use of the Software and Documentation upon giving Licensee written notice of at least five (5) business days. Licensee agrees to make the necessary operational records, databases, equipment, employees and facilities available to Trapeze for the audit(s). The purpose of the audit will be to verify compliance with the terms and conditions of this Agreement.

19. Licensee Terms and Conditions. The terms and conditions listed in Exhibit D "Licensee Terms and Conditions" are also terms and conditions of this Agreement. Unless specified otherwise, where there are conflicts between the terms and conditions of Exhibit D and the terms and conditions in the main body of the Agreement, the terms and conditions of the body of the Agreement shall prevail.

EXHIBIT A

Item	Licensed Product	Product Description	Configuration	Gross License Fee	License Date
1.	TRAPEZE-DR	Trip Booking, Reservations, Scheduling and Dispatch System	Base Station	waived	Effective date of this Agreement
2.	TRAPEZE-DR CERT	Desktop tool to automate the administration of the certification program and integrate this effort with client data maintained through Trapeze-PASS.	Base Station	waived	Effective date of this Agreement
3.	TRAPEZE-DR COM	Customer Complaints and Commendations	Base Station	waived	Effective date of this Agreement
4.	TRAPEZE Seat Licenses	Concurrent workstations for any of the licensed applications (DR/CERT/COM)	15 licenses	waived	Effective date of this Agreement
5.	API Debit Interface	Special Export Interface -- designated client information to debit card central system	Base Station	waived	Effective date of this Agreement
6.	RED Client System Interface	Import interface with clients current Client Management System	Base Station	waived	Effective date of this Agreement
7.	Trapeze-Malteze Database	For the purposes of Report Writing only	Network	Included	Included
	TOTAL			\$0	

- Licenses are provided for an operation of up to 1,725 average weekly booked trips and 13,255 active clients, and up to 15 concurrent workstations.
- Third Party Runtime licenses, if required to operate the Software, are not included.
- Proposed software solution is designed for the Windows operating environments, with an ODBC database infrastructure (the Malteze Transit Database) designed by and proprietary to Trapeze, configured for the current Oracle database engine.
- Third Party data, hardware and system/operating software are not included within the license granted under this Agreement and are not included in the License fees.

5. Upon request, Trapeze will assist in reviewing hardware specifications, however the Licensee is responsible for purchasing hardware and any other pre-requisite products. Any hardware that must be tested by Trapeze may require additional service days not included in this Agreement.
6. Any components may be operated on any of the licensed workstations within a configuration approved by Trapeze. Licenses for additional local or remote workstations may be purchased at the then current rates.

Exhibit B

Summary of Proposed Pricing

Item	Description	NOVUS	Complaints	Eligibility	Debit Interface
1.	License Fees	187,500	29,375	34,500	34,500
2.	Implementation Services	81,000	27,675	33,413	
3.	Client Specific Customization	60,750	-	30,983	13,500
4.	Expenses				
5.	Purchase Incentives	(187,500)	(29,375)	(34,500)	(34,500)
	Total (US \$)	\$141,750	\$27,675	\$64,395	\$13,500

EXHIBIT C "FORM 1"

Form 1

Operator Designation

Date:

The undersigned corporation _____ (the "Operator"), has been designated by the City and County of San Francisco (the "City"), a municipal corporation with its principal place of business at City Hall, Room 430, 1 Dr. Carlton B. Goodlett Place, San Francisco, California 94102-4685, to act as the using operator of the Trapeze Trapeze-DR Software (the "Software") licensed under the License Agreement (the "Agreement") dated October 29th, 2007, exclusively for the benefit of the City.

The Operator agrees to be bound by the terms and conditions of the Agreement and the related Maintenance Agreement [also dated October 29th, 2007], and directly responsible to Trapeze Software [the licensor of the Software] for conforming to said terms and conditions.

Authorized Signature of the Operator

Authorized Signature of the City

Operator Termination

Date:

The City has terminated the Operator listed on this Form 1 as of _____, and said Operator is no longer designated as the Operator of the Software.

Authorized Signature of the City

EXHIBIT D “LICENSEE TERMS AND CONDITIONS”

Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation

This Agreement is subject to the budget and fiscal provisions of the City’s Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City’s obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor’s assumption of risk of possible non-appropriation is part of the consideration of this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

* * *

Guaranteed Maximum Costs

- a. The City’s obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.
- b. Except as may be provided by City ordinances governing emergency conditions, the City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the agreement is amended in writing and approved as required by law to authorize additional services, materials, equipment or supplies. The City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the agreement having been lawfully executed by the City.
- c. The City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor’s performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification

by the Controller of the City and County of San Francisco. The City is not required to honor any offered or promised additional funding for a contract which exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.

d. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

* * *

Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code Section 21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City for the costs, including attorney's fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) Knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval. (b) Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City. (c) Conspires to defraud the City by getting a false claim allowed or paid by the City. (d) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City. (e) Is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

* * *

Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, the Licensed Software, although the unsatisfactory character of such work, or Licensed Software may not have been apparent or detected at the time such payment was made. Software, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

* * *

Qualified Personnel

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor.

* * *

Responsibility for Equipment

City shall not be responsible for any damage to persons or property as a result of the use, misuse

or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City. The acceptance or use of such equipment by Contractor or any of its employees means that Contractor accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless City from and against any and all claims for any damage or injury of any type arising from the use or misuse of such equipment.

* * *

Indemnification and General Liability

Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising from Contractor's performance of this Agreement, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement and except to the extent that such loss, damage, injury, liability or claim is the result of active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

* * *

Liability of City

CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN ATTACHMENT I, PARAGRAPH V. OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

* * *

Proprietary or Confidential Information of City

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in the performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent Contractor would use to protect its own proprietary data.

* * *

Protection of Private Information

Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code ("Protection of Private Information"), including the remedies provided. The provisions of Chapter 12M are incorporated herein by reference and made a part of this Agreement as though fully set forth. Capitalized terms used in this section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12M. Consistent with the requirements of Chapter 12M, Contractor agrees to all of the following:

a. Neither Contractor nor any of its Subcontractors shall disclose Private Information obtained from the City in the performance of this Agreement to any other Subcontractor, person, or other entity, unless one of the following is true:

- (1) The disclosure is authorized by this Agreement;
- (2) The Contractor received advance written approval from the Contracting Department to disclose the information; or
- (3) The disclosure is expressly required by a judicial order.

b. Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

c. Private Information shall mean any information that: (1) could be used to identify an individual, including without limitation, name, address, social security number, medical information, financial information, date and location of birth, and names of relatives; or (2) the law forbids any person from disclosing.

d. Any failure of Contractor to comply with Chapter 12M shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

* * *

Conflict of Interest

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the

State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

* * *

Prohibition on Political Activity with City Funds

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two years. The Controller will not consider Contractor's use of profit as a violation of this section.

* * *

Graffiti Removal

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute a material breach of this Agreement.

* * *

Limitations on Contributions

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

Attachment V
SOFTWARE MAINTENANCE AGREEMENT

This Agreement effectively made this 31st day of October, 2008, between:

Name and Address of Licensor:

Trapeze Software Group, Inc., an Arizona corporation
("Trapeze"), with its principal place of business at:
8360 East Via de Ventura, Suite L-200
Scottsdale, Arizona 85258
United States of America

Name and Address of Licensee

City and County of San Francisco ("Licensee") with its
principal place of business at:
City and County of San Francisco
Municipal Transportation Agency
1 South Van Ness Ave.
San Francisco, CA, 94103
United States of America

This Agreement represents the complete and exclusive agreement between Trapeze and Licensee concerning long term support and maintenance services and all related matters and supersedes all prior agreements, negotiations, discussions or understandings between Trapeze and Licensee in any way relating to these matters. No other terms, conditions, representations, warranties or guaranties, whether written or oral, express or implied shall form a part of this Agreement or have any legal effect whatsoever. This Agreement may not be modified except by a later written agreement signed by both parties.

Trapeze and Licensee acknowledge having read and understood this Agreement and agree to be bound by its terms and conditions.

TRAPEZE SOFTWARE GROUP, INC.

Signature: _____

Name:

Title:

Colin McKenzie for
Colin McKenzie
General Manager

LICENSEE

Signature: _____

Name:

Title:

Nathaniel P. Ford for
Nathaniel P. Ford, Sr.
Executive Director/CEO

TERMS AND CONDITIONS

NOW THEREFORE the parties agree as follows:

1. Definitions In this Agreement, unless the context requires otherwise, the capitalized words set out below shall have the following meanings:

“Agreement”	this software maintenance agreement effectively made as of the 29 th day of October, 2007, between Trapeze and Licensee, setting out the terms and conditions by which Trapeze agrees to supply maintenance and support services to Licensee related to the use of the Software by Licensee, and the attached exhibits;
“Confidential Information”	all information obtained by the parties from each other under this Agreement, but does not include any information, which at the time of disclosure is generally known by the public.
“License Agreement”	the software license agreement effectively made as of the 29 th day of October, 2007, between Trapeze and Licensee, and the attached exhibits;
“Licensee Terms and Conditions”	the terms and conditions as identified in Exhibit B of the Agreement;
“New Product”	any update, new feature or major enhancement to the Software that Trapeze markets and licenses for additional fees separately from Upgrades;
“Upgrades”	generic enhancements to the Software that Trapeze generally makes available as part of its long term software support program.

All other capitalized words or phrases in quotations marks as used in this Agreement shall have the same meaning as in the License Agreement.

2. Maintenance and Support Services Trapeze agrees to provide the following software maintenance and support services during the term of this Agreement:
 - (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 out in the Documentation.
 - (b) If 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 a.m. to 8 p.m. EST. Upon registration by Licensee, Trapeze will also provide Licensee with access to its software support website.
 - (c) Trapeze will provide written updates to Licensee detailing the Upgrades of the Software and New Products.
 - (d) At Licensee's request, Trapeze shall provide Licensee with Upgrades of the Software at no additional charge.
 - (e) Licensee shall be entitled to acquire a license to New Products for Trapeze's then current license fees. Software Upgrades and New Products will be provided with updated Documentation where available and appropriate.
3. Extras The support services shall not include, and Licensee shall pay additional fees for, any and all consulting, implementation, customization, education and training related services.
4. Fee Licensee shall pay an annual maintenance fee to Trapeze as provided in Exhibit A. 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 in accordance with Exhibit A. The Purchase Order shall be governed by the terms and conditions of this Agreement.
5. Restricted Use All Documentation, Upgrades, New Products, and any other materials provided to Licensee under this Agreement will be subject to the same terms and rights of use as apply to the Software and Documentation under the License Agreement.
6. Remote Access Licensee shall at its expense and at Trapeze's request provide Trapeze with the right of remote access to Licensee's computers on which the Software is installed, so as to enable Trapeze to monitor the operation of the Software and provide maintenance and support services under this Agreement.
7. Extra Fees, Interest on Overdue Accounts and Taxes Trapeze will invoice Licensee for any services outside the scope of this Agreement (including installation, customization, training and other services) and related expenses on a monthly basis for such services performed and expenses incurred during each month. All such services shall be performed under a written work order to be agreed to by both parties. Licensee will also be responsible for payment of all taxes and other levies, including sales and use taxes, and this obligation shall survive termination of this Agreement.
8. Confidentiality The parties will not disclose Confidential Information to third parties, without the prior written consent of the other party.
9. Term The initial term of this Agreement shall be for a period of one (1) year commencing on the date of the warranty period set out in the "Warranty" paragraph of the License Agreement, and it shall be renewed upon Licensee's written renewal notification as long as Licensee remains licensed by Trapeze to use the Software, unless earlier canceled in writing by either party at any time upon 90 days written notice. Licensee shall provide written renewal notification no later than 60 days before expiration of the annual maintenance term. If this Agreement is terminated by Licensee or is not renewed annually by provision of the written renewal notification, Licensee acknowledges there may be additional costs and fees associated with and the issuance of a new Software Maintenance Agreement.
10. Termination
 - (a) This Agreement shall automatically terminate within thirty (30) days if Trapeze or Licensee terminates the License Agreement.

- (b) Either party has the right to terminate this Agreement if the other party fails to perform any obligation hereunder, and if such default has not been cured within fifteen (15) days after receipt of notice of such default.
 - (c) Either party may terminate this Agreement by written notice if the other party becomes insolvent or bankrupt.
 - (d) The obligations of each party pertaining to Confidential Information and taxes shall survive the termination of this Agreement.
11. **Force Majeure** Trapeze shall not be responsible for, and its performance of obligations shall automatically be postponed as a result of, delays beyond Trapeze's reasonable control, provided that Trapeze notifies the Licensee of its inability to perform with reasonable promptness and performs its obligations hereunder as soon as circumstances permit.
12. **Limited Warranty** Trapeze warrants that during the term of this Agreement, it will maintain the Software in accordance with the terms and conditions of this Agreement, based on the professional standards that it utilises for all of its customers in the transit industry within North America.

Except as explicitly stated in this Agreement, there are no conditions, warranties or other terms binding on the parties concerning the services contemplated under this Agreement. This Agreement excludes any condition, warranty or other term which might be implied or incorporated into this Agreement, whether by statute, regulation, common law, equity or otherwise, including any implied warranties or conditions of quiet usage, merchantability, merchantable quality and fitness for a particular purpose, or from the course of dealing or usage of trade (as allowed by law). In particular, Trapeze does not warrant that: (i) the Software will meet any or all of Licensee's particular requirements; (ii) that the operation of the software will operate error free or uninterrupted; or (iii) all programming errors in the software can be found in order to be corrected.

13. **Exclusion of Claims and Liability**

a) Trapeze and Licensee do not rely on and will have no remedy arising from any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. The only remedy available to Licensee for breach of warranty is for breach of contract under the terms of this Agreement. This does not preclude a claim for fraud.

b) Trapeze does not guarantee the privacy, security, authenticity or non-corruption of any information transmitted through the internet or any information stored in any system connected to the internet. Trapeze shall not be responsible for any claims, damages, costs or losses whatsoever arising out of or in any way related to Licensee's connection to or use of the internet.

c) 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 entire liability and responsibility for any claims, damages, costs or losses whatsoever arising either jointly or solely from or in connection with this Agreement or the Software License 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 Gross 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 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. Assignment This Agreement is for the sole benefit of Licensee and may not be assigned by Licensee without the express written consent of Trapeze.

15. Applicable Law This Agreement shall be governed by and construed in accordance with the laws of state of Arizona.

16. Notices All notices must be in writing and will be duly given if delivered personally or sent by registered or certified mail to the respective addresses of the parties appearing on page one of this Agreement. Any notice given will be deemed to have been received on the date it is delivered if delivered personally, or, if mailed, on the fifth business day next following its mailing. Either party may change its address for notices by giving notice of such change, as required in this section

17. Licensee Terms and Conditions. The terms and conditions listed in Exhibit B "Licensee Terms and Conditions" are also terms and conditions of this Agreement. Unless specified otherwise, where there are conflicts between the terms and conditions of Exhibit B and the terms and conditions in the main body of the Agreement, and the terms and conditions of the main body of the License Agreement, the terms and conditions of the body of the Agreement and the terms and conditions of the main body of the License Agreement shall prevail.

EXHIBIT A

Item	Licensed Product	Product Description	Configuration	Initial Maintenance Fee	First Year Maintenance Fee (i.e. Warranty Fee)
1.	TRAPEZE-DR	Trip Booking, Reservations, Scheduling and Dispatch System	Base Station	\$37,500	Upon operational and functional use
2.	Complaint Module	Customer Complaints and Commendations	Base Station	\$5,875	Upon operational and functional use
3.	Certification Module	Desktop tool to automate the administration of the certification program and integrate this effort with client data maintained through Trapeze-DR.	Base Station	\$6,900	Upon operational and functional use
4.	Trapeze Seat Licenses	Concurrent workstations for any of the applications (Trapeze DR/CERT/COM)	15 licenses	Not Applicable	Upon operational and functional use
5.	API Debit Interface	Special Export Interface – designated client information to debit card central system	Base Station	\$6,900	(optional – but if taken, upon operational and functional use)
6.	RED Client System Interface	Import interface with clients current Client Management System	Base Station	\$4,000	Upon operational and functional use
7.	Trapeze-Malteze Database	For the purposes of Report Writing only	Network	Included	Included
	TOTAL			\$61,175	

* First year fee only. For all subsequent years, the annual maintenance fee, to be billed on the anniversary date of the first year, will limited to an increase of no more than 5% of the first year cost.

Exhibit B “Licensee Terms and Conditions”

Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation

This Agreement is subject to the budget and fiscal provisions of the City’s Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City’s obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor’s assumption of risk of possible non-appropriation is part of the consideration of this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

* * *

Guaranteed Maximum Costs

a. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.

b. Except as may be provided by City ordinances governing emergency conditions, the City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the agreement is amended in writing and approved as required by law to authorize additional services, materials, equipment or supplies. The City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the agreement having been lawfully executed by the City.

c. The City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor's performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Controller of the City and County of San Francisco. The City is not required to honor any offered or promised additional funding for a contract which exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.

d. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

* * *

Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code Section 21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City for the costs, including attorney's fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) Knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval. (b) Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City. (c) Conspires to defraud the City by getting a false claim allowed or paid by the City. (d) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City. (e) Is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

* * *

Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, the Licensed Software, although the unsatisfactory character of such work, or Licensed Software may not have been apparent or detected at the time such payment was made. Software, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

* * *

Qualified Personnel

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor.

* * *

Responsibility for Equipment

City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City. The acceptance or use of such equipment by Contractor or any of its employees means that Contractor accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless City from and against any and all claims for any damage or injury of any type arising from the use or misuse of such equipment.

* * *

Indemnification and General Liability

Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising from Contractor's performance of this Agreement, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement and except to the extent that such loss, damage, injury, liability or claim is the result of active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

* * *

Liability of City

CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN ATTACHMENT I, PARAGRAPH V OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

* * *

Proprietary or Confidential Information of City

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in the performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent Contractor would use to protect its own proprietary data.

* * *

Protection of Private Information

Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code ("Protection of Private Information"), including the remedies provided. The provisions of Chapter 12M are incorporated herein by reference and made a part of this Agreement as though fully set forth. Capitalized terms used in this section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12M. Consistent with the requirements of Chapter 12M, Contractor agrees to all of the following:

a. Neither Contractor nor any of its Subcontractors shall disclose Private Information obtained from the City in the performance of this Agreement to any other Subcontractor, person, or other entity, unless one of the following is true:

- (1) The disclosure is authorized by this Agreement;
- (2) The Contractor received advance written approval from the Contracting Department to disclose the information; or
- (3) The disclosure is expressly required by a judicial order.

b. Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

c. Private Information shall mean any information that: (1) could be used to identify an individual, including without limitation, name, address, social security number, medical information, financial information, date and location of birth, and names of relatives; or (2) the law forbids any person

from disclosing.

d. Any failure of Contractor to comply with Chapter 12M shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

* * *

Conflict of Interest

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

* * *

Prohibition on Political Activity with City Funds

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two years. The Controller will not consider Contractor's use of profit as a violation of this section.

* * *

Graffiti Removal

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and

without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute a material breach of this Agreement.

* * *

Limitations on Contributions

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

Independent Contractor; Payment of Taxes and Other Expenses

a. Independent Contractor. Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Maintenance Agreement. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Maintenance Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor.

Any terms in this Maintenance Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to

the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Maintenance Agreement.

b. Payment of Taxes and Other Expensed. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Maintenance Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Maintenance Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Maintenance Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Maintenance Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

Amendment No. 1 to Software License Agreement

This Amendment No. 1 to Software License Agreement is made between the City and County of San Francisco, through its Municipal Transportation Agency ("SFMTA" or "Licensee"), and Trapeze Software Group, Inc. ("Trapeze").

RECITALS

A. Trapeze and Veolia Transportation Services, Inc. ("Veolia") have previously entered into an agreement, dated October 31, 2008 (the "Agreement"), to provide paratransit routing, scheduling, complaint tracking and client data management software and migration from Mobility Master and Scrip Tracking to Trapeze-DR (NOVUS or PASS) solution for the SF Paratransit Program, SFMTA's program to provide paratransit transportation services to eligible customers in San Francisco.

B. Trapeze and Licensee have previously entered into a Software License Agreement, dated October 31, 2008 (the "Software License Agreement"), which provides for the cost of the Debit Interface Customization ("Interface"), and a Software Maintenance Agreement, dated October 31, 2008 (the "Software Maintenance Agreement"), which provides for the annual cost of maintenance in support of the Interface.

C. Trapeze has prepared written technical specifications (V1.2) for Interface to enable Trapeze PASS to update specific client record fields within the Cabconnect Debit Card Central System database.

D. Due to the unforeseen complexity of the Interface, Trapeze has incurred \$8,100 in increased development costs for the Interface (six additional days of development time).


E. The parties wish to amend the Software License Agreement to increase funding for the additional development costs.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree that the Agreement shall be amended in the following particulars:

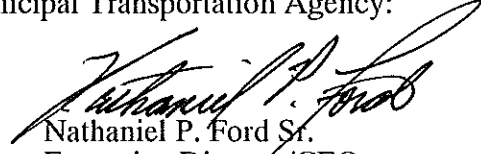
1. Exhibit B to the Software License Agreement (Summary of Proposed Pricing) is deleted and replaced by a new Exhibit B, which is attached and made a part of this Amendment.
2. All other provisions of this Software License Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed this 10th day of December, 2009.

For Trapeze Software Group, Inc.

 (SECRETARY)
By: Mr. Colin McKenzie
General Manager
Date: DECEMBER 10/2009

For the City and County of San Francisco
Municipal Transportation Agency:


By: Nathaniel P. Ford Sr.
Executive Director/CEO
Date: 7.13.10

Approved as to form

Dennis J. Herrera, City Attorney


By: 
Robin M. Reitzes
Deputy City Attorney

Exhibit B

Summary of Proposed Pricing

Item	Description	NOVUS	Complaints	Eligibility	Debit Interface
1.	License Fees	187,500	29,375	34,500	34,500
2.	Implementation Services	81,000	27,675	33,413	
3.	Client Specific Customization	60,750		30,983	\$21,600
4.	Expenses				
5.	Purchase Incentives	(187,500)	(29,375)	(34,500)	(34,500)
	Total (US \$)	\$141,750	\$27,675	\$64,395	\$21,600

Amendment #1 to Agreement dated October 31, 2008

AGREEMENT BETWEEN Veolia Transportation Services, Inc. (hereinafter referred to as Veolia) and Trapeze Software Group, Inc., (hereinafter referred to as Contractor).

WITNESSETH:

WHEREAS: Contractor and Veolia have previously entered into an agreement, dated October 31, 2008 (the Agreement), to provide paratransit routing, scheduling, complaint tracking and client data management software and migration from Mobility Master and Scrip Tracking to Trapeze-DR (NOVUS or PASS) solution for SF Paratransit, and

WHEREAS: Contractor has prepared written technical specifications (V1.2) for an Automated Programming Interface (API) to enable Trapeze PASS to update specific client record fields within the Cabconnect Debit Card Central System (DCCS) database, and

WHEREAS: Veolia has reviewed and accepts the Muni/Veolia Custom Debit Card System Interface Specification (V1.2) document dated September 25, 2009, and

WHEREAS: Contractor agrees to enter into an amendment with SFMTA to change the Software License Agreement; whereby, the cost of the Debit Interface under Item 3, Client Specific Customization of the Software License Agreement will be increased from \$13,500 to \$21,600 (to be paid by Veolia pursuant to this agreement with Trapeze), and

WHEREAS: Contractor's original price proposal did not include costs to convert non-Trapeze format SFMTA map data, as SF Paratransit had initially anticipated SFMTA would be able to provide accurate and current map data from an existing Licensee database in Trapeze format, and

WHEREAS: Contractor has evaluated the map data as provided by SFMTA and determined that Contractor must convert it to Trapeze 4 format and has said this can be completed within two (2) days, and

WHEREAS: Contractor has estimated an amount of \$3,000 for up to two (2) day of work to complete the aforementioned map data conversion work;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree that the Agreement shall be amended in the following particulars:

1. Replace the first sentence of the first paragraph of Attachment I, Statement of Work and Payment, Section VI.2 Project Deliverables, p.11, "After the final NTP is issued, Contractor shall develop an Application Programming Interface (API) between Contractor's Trapeze-DR software and the planned PDCS (as described in Section III of this attachment I) **with** "After the final NTP is issued, Contractor shall develop, test, and implement an Automated Programming Interface (API) between Trapeze PASS and the Cabconnect DCCS compliant with all specifications contained within the MUNI/Veolia Custom Debit Card System Interface Specification (V1.2) document dated September 25, 2009." All other language in this paragraph remains in effect as is.
2. Add Attachment I, Statement of Work and Payment, Section VI.18 "Contractor shall convert SFMTA map data from ArcInfo to Trapeze 4 (proprietary) format, including streets (exclusive of street routing), park polygons, water polygons, and SFMTA service area polygon. The SFMTA service area polygon shall consist of the geographic boundaries of the

City and County of San Francisco. Contractor shall also import all SFMTA fixed-route traces (traces-only) from Trapeze FX upon approval from SFMTA. To be completed within 20 days of approval and signing of this amendment, and receiving required FX data from SFMTA.

- 3. Veolia agrees to pay Contractor \$21,600 for development and delivery of the Debit Card API as defined in the Muni/Veolia Custom Debit Card System Interface Specification (V1.2) document dated September 25, 2009. The cost of the Initial Maintenance Fee for the API Debit Interface shall remain \$6,900 as specified in the Software Maintenance Agreement.
- 4. The amount billed to Veolia for map data conversion and ADA route overlays as described on line #2 above in the amount of \$3,000.
- 5. All other provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed this 3rd day of November, 2009.

For Veolia Transportation Services, Inc:

Mr. Ronald K. Bushman
Regional Vice President
1770 Research Park Way, Ste 115
North Logan, UT 84341

For Trapeze Software Group, Inc.

Mr. Colin McKenzie
General Manager
5800 Explorer Drive, 5th Floor
Mississauga, Ontario, Canada L4W 5L4


By: Mr. Ronald K. Bushman

12/4/09
Date:


By: Mr. Colin McKenzie

DECEMBER 10/2009
Date:

Amendment #2 to Agreement dated October 31, 2008

AGREEMENT BETWEEN Veolia Transportation Services, Inc. (hereinafter referred to as Veolia) and Trapeze Software Group, Inc., (hereinafter referred to as Contractor).

WITNESSETH:

WHEREAS: Contractor and Veolia have previously entered into an agreement, dated October 31, 2008 (the Agreement), to provide paratransit routing, scheduling, complaint tracking and client data management software and migration from Mobility Master and Scrip Tracking to Trapeze-DR (NOVUS or PASS) solution for SF Paratransit, and

WHEREAS: Contractor has prepared written technical specifications (V1.5) for an Automated Programming Interface (API) to enable Trapeze PASS to update specific client record fields within the Cabconnect Debit Card Central System (DCCS) database, and

WHEREAS: Veolia has reviewed and accepts the Muni/Veolia Custom Debit Card System Interface Specification (V1.5) document dated April 30, 2010, and

WHEREAS: Contractor has determined that the modification to the API will require additional work effort of two (2) days of development and testing; whereby, the cost of the Debit Interface under Item 3, Client Specific Customization of the Software License Agreement will be increased from \$21,600 to \$24,700 (to be paid by Veolia pursuant to this agreement with Trapeze), and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree that the Agreement shall be amended in the following particulars:

1. Attachment I, Statement of Work and Payment, Section VI.2 Project Deliverables, p.11, replace "Interface Specification (V1.2)" with "Interface Specification (V1.5)". All other language in this paragraph remains unchanged.
2. Veolia agrees to pay Contractor \$24,700 for development and delivery of the Debit Card API as defined in the Muni/Veolia Custom Debit Card System Interface Specification (V1.5) document dated April 30, 2010. The cost of the Initial Maintenance Fee for the API Debit Interface shall remain \$6,900 as specified in the Software Maintenance Agreement.
3. Exhibit B to the Software License Agreement (Summary of Proposed Pricing) is deleted and replaced by a new Exhibit B, which is attached and made a part of this Amendment.
4. All other provisions of this Agreement shall remain in full force and effect.



Amendment #2 to Agreement Dated October 31, 2008

IN WITNESS WHEREOF, the parties have caused this amendment to be executed this 29th day of June, 2010.

For Veolia Transportation Services, Inc:

Mr. Ronald K. Bushman
Regional Vice President
1770 Research Park Way, Ste 115
North Logan, UT 84341


By: Mr. Ronald K. Bushman

Date:

6-29-10

For Trapeze Software Group, Inc.

Mr. Colin McKenzie
General Manager
5800 Explorer Drive, 5th Floor
Mississauga, Ontario, Canada L4W 5L4

 ^{for} (SECRETARY)
By: Mr. Colin McKenzie

Date:

JUNE 18/2010



Exhibit B

Summary of Proposed Pricing

Item	Description	PASS	Complaints	Eligibility	Debit Interface
1.	License Fees	187,500	29,375	34,500	34,500
2.	Implementation Services	81,000	27,675	33,413	
3.	Client Specific Customization	60,750		30,983	\$24,700
4.	Expenses				
5.	Purchase Incentives	(187,500)	(29,375)	(34,500)	(34,500)
	Total (US \$)	\$141,750	\$27,675	\$64,395	\$24,700



Amendment No. 3 to Agreement dated October 31, 2008

AGREEMENT BETWEEN Veolia Transportation Services, Inc. (hereinafter referred to as Veolia) and Trapeze Software Group, Inc., (hereinafter referred to as Contractor).

WITNESSETH:

WHEREAS: Contractor and Veolia have previously entered into an agreement, dated October 31, 2008 (the Agreement), to provide paratransit routing, scheduling, complaint tracking and client data management software and migration from Mobility Master and Scrip Tracking to Trapeze-DR (NOVUS or PASS) solution for SF Paratransit. The maximum contract cost was \$247,321, and

WHEREAS: Contractor and Veolia previously executed Amendment No. 1, adding to the scope of work the conversion of the Muni map data to Trapeze 4 format and development and delivery of a Debit Card API in accordance with the DCCS Interface Specifications V1.2. These changes to the scope of work increased the maximum contract value by \$24,600.00, and

WHEREAS: Contractor and Veolia previously executed Amendment No. 2, authorizing additional work to modify the Debit Card API in accordance with the DCCS Interface Specification V1.5. This change to the scope of work increased the maximum contract value by \$3,100.00, and

WHEREAS: Contractor and the City and County of San Francisco (hereinafter referred to as CCSF) executed a Software License Agreement, dated October 31, 2008, and a Software Maintenance Agreement, dated October 31, 2008. Said agreements are incorporated into the Agreement between Veolia and Contractor, and

WHEREAS: Contractor and CCSF executed Amendment No. 2 to the Software License Agreement and Amendment No. 1 to the Software Maintenance Agreement, providing for the fixed price of \$171,435.00, licensing, warranty, and maintenance of the Trapeze PASS-MON software module., and

WHEREAS: Veolia seeks to pay Contractor for PASS-MON on behalf of CCSF and in accordance with the provisions set forth in Software License Agreement Amendment No. 2 and Software Maintenance Agreement Amendment No. 1, and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree that the Agreement shall be amended in the following particulars:

1. Software License Agreement Amendment No. 2 is added to Attachment IV, Software License Agreement, and incorporated into the Agreement.
2. Software License Agreement Amendment No. 1 is added to Attachment V, Software Maintenance Agreement, and incorporated into the Agreement.
3. Veolia agrees to pay Contractor \$171,435 for licensing, warranty, and maintenance of PASS-MON in accordance with the terms of Software License Agreement Amendment No. 2 and Software Maintenance Agreement Amendment No. 1.
4. The maximum cost of the Agreement shall not exceed \$446,456 USD.
5. All other provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed this 1st day of August, 2012.

For Veolia Transportation Services, Inc:

Mr. Ronald K. Bushman
Regional Vice President
1770 Research Park Way, Ste 115
North Logan, UT 84341

For Trapeze Software Group, Inc.

~~Mr. Colin McKenzie~~ Daniel Lee
~~General Manager~~ VP Finance
5800 Explorer Drive, 5th Floor
Mississauga, Ontario, Canada L4W 5L4


By: Mr. Ronald K. Bushman

8/7/12
Date:


By: ~~Mr. Colin McKenzie~~ Daniel Lee

August 1, 2012
Date: