

## **SYSTEM SUPPLY AND SUPPORT AGREEMENT**

**Between**

**TRAPEZE SOFTWARE GROUP, INC. dba TripSpark Technologies (“TripSpark”), with its principal place of business at 5265 Rockwell Drive NE, Cedar Rapids, Iowa 52402, U.S.A.**

**And**

**ROUTEMATCH SOFTWARE LLC (“Routematch”) with its principal place of business at 1230 Peachtree St. NE, Ste. 2800, Atlanta, Georgia 30309, U.S.A.**

**And**

**HTG-LAWTON MANAGEMENT LLC dba Lawton Area Transit System (“Customer”) with its principal place at business at 611 SW Bishop Rd, Lawton, Oklahoma 73501, U.S.A.**

**This Agreement, including its Exhibits (Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F) attached hereto, represents the complete and exclusive agreement between TripSpark and Customer with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between TripSpark and Customer in any way relating to the subject matter of this Agreement. No other terms, conditions, representations, warranties or guarantees, whether written or oral, express, or implied, will form a part of this Agreement or have any legal effect whatsoever. In the event of any conflict or inconsistency between the provisions of this Agreement and the exhibits, the terms and conditions of this Agreement will govern to the extent of such inconsistency. This Agreement may not be modified except by a later written amendment signed by both parties.**

**Notwithstanding any provision to the contrary under this Agreement, Routematch and Customer further agree that any Routematch product listed in Exhibit A of this Agreement shall continue to be governed by the Routematch Software License and Services Agreement dated March 11, 2010, and Order Form dated February 5, 2018 (“Original Agreement”). Upon Software Acceptance of the named TripSpark Software product listed in Exhibit A, Routematch and Customer acknowledge and agree that the Original Agreement is terminated in all respects and shall have no further force or effect and Routematch shall be deemed to be automatically released from any and all obligations and liability pursuant to the Original Agreement.**

**TRAPEZE SOFTWARE GROUP, INC.**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HTG-LAWTON MANAGEMENT LLC**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ROUTEMATCH SOFTWARE, LLC**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **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 system supply and support agreement between TripSpark and Customer, and the attached exhibits, all of which form an integral part of this Agreement;
“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.
“Documentation”	the user documentation pertaining to the System as supplied by TripSpark;
“Equipment”	means collectively, the TripSpark Equipment and the Third Party Equipment;
“New Product”	any update, new feature, or major enhancement to the TripSpark Software that TripSpark markets and licenses for additional fees separately from Upgrades;
“Statement of Work”	the specifications for the services to be provided by TripSpark, any subcontractors, and the Customer, attached hereto as Exhibit D;
“Summary of Pricing”	the summary of pricing information related to the System, attached hereto as Exhibit C;
“System”	means the Software products specified in Exhibit A and the Equipment specified in Exhibit B;
“Third Party Equipment”	the computer hardware, system software and any other related items to be provided by TripSpark, as identified in Exhibit B of this Agreement;
“Trade Secrets”	any information proprietary to either party (including software source code), concerning a design, process, procedure, formula, or improvement that is commercially valuable and secret (in the sense that the confidentiality of such information affords a competitive advantage to the owner), but shall not include any information that (1) is or becomes generally known to the public through no fault of the recipient; (2) is obtained without restriction from an independent source having a bona fide right to use and disclose such information, without restriction as to further use or disclosure; (3) the recipient independently develops through persons who have not had access to such information; or (4) the disclosing party approves for unrestricted release by written authorization.
“TripSpark Equipment”	the TripSpark proprietary equipment units identified in Exhibit B of this Agreement;
“TripSpark Software”	the TripSpark existing and new proprietary software applications identified in Exhibit A of this Agreement;

2. **Services** TripSpark will provide all services and perform all actions required by, and in accordance with, the Statement of Work (the “Services”) attached hereto as Exhibit D. The Customer will perform all applicable activities and provide all information as required by the Statement of Work.

### 3. TripSpark Software License

a) TripSpark grants to Customer a personal, non-transferable, and non-exclusive license restricted for use by Customer at their place of business:

(i) to use a production copy of the object code version of the Software in the form supplied by TripSpark and on hardware approved by TripSpark as of the License Date referred to in Exhibit A (“License Date”), in accordance with the operational characteristics described in Exhibit A.

(ii) To use the TripSpark Documentation, but only as required to exercise this license.

b) The license to use the Transit Database is granted to Customer solely for the development of internal reports by Customer and for the integrated operation of the TripSpark Software in both Production Environment and Staging Environment. Unless expressly included herein all other access rights to the Transit Database are excluded from this Agreement, and the Customer shall not develop or use, or authorize the development or use of, any other application interfaces to or from the Transit Database without the express written consent of TripSpark.

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

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

f) The Equipment may include embedded third party software, including but not limited to software licensed by or third party service for the provision managed digital signage/messaging as follows:

- a. Microsoft® Corporation
- b. HERE MAP, territory-specific geographic/map data consisting of data for the North America Territory
- c. Telogis, Inc. (Geobase™ mapping technology software)
- d. Blacklight Solutions (“Blacklight Solutions”)
- e. Nuance/Loquendo S.p.A., (Text to Speech software)

The terms and restrictions of TripSpark’s software license grants will apply to the use of the third-party software identified above and the licensors of such software are third party beneficiaries of the rights granted under those terms. If required, Customer shall enter into a separate end-user-license agreement depending on the product(s) procured. Customer may only transfer any embedded software product with the Equipment in accordance with the terms and conditions of this Agreement.

g) Customer acknowledges and agrees that the Software may record and transmit to TripSpark statistical and other information about Customer’s use of the Software (“Usage Data”), provided the Usage Data is collected in a form that does not contain any Customer Confidential Information.

### 4. Title to Equipment and Risk of Loss

It is agreed that title and risk of loss to any Equipment sold hereunder shall pass to Customer at the time of delivery of the Equipment at the premises designated by the Customer.

## 5. System and Software Acceptance

### i) System Acceptance of Streets Equipment and related TripSpark Software

Upon completing the delivery, installation, and testing of the individual project implementation of the Fixed Route System pursuant to the corresponding Statement of Work, on five (5) Customer fixed route vehicles, for the purposes of this Section 5 (i), System shall mean Equipment identified in Exhibit B of this Agreement, and Software identified in Exhibit A of this Agreement as (TripSpark Streets Mobile (Fixed Route), XGate (Fixed Route), XMobile Manager (Fixed Route), Streets Server License (Schedule/Import, Reporting, GTFS Export), Web Services, Streets Client License, XGate Server License, XMobileManager Server License, (Fixed Route), Streets Service Interruptions (Fixed Route), Route Monitor (Fixed Route), GTFS Real Time Feed (Fixed Route), Digital Route Book (Fixed Route)”), TripSpark will notify Customer in writing. Customer will then have ten (10) business days in which to conduct acceptance tests in order to ensure that the Fixed Route System operates in all material respects as specified in the Documentation. Notwithstanding the above, Customer will be deemed to accept the Fixed Route System when the Customer puts any part of the Fixed Route System into operational and functional use. The Fixed Route System will be considered “operational and functional” when the Fixed Route System have been installed on individual five (5) Customer Fixed Route vehicles, and the TripSpark Software is first used to process normal service data (“Operational and Functional”). Fixed Route System will be accepted following ten (10) consecutive days of Operational and Functional use of the Fixed Route System by the initial pilot fleet of five (5) Fixed Route transit vehicles without significant failure.

For the purposes of this section 5 (i), “significant failure” will mean a failure of the System to function in accordance with the requirements of the Documentation, where such a failure causes the System to be inoperable or significantly impairs the functionality of the System such that there is a critical impact on business operations. Failures that are the result of operator error, insufficient training, accidental damage to the Equipment caused by operator, intentional abuse of the Equipment, or invalid or incorrect data entry by call takers or operators will not be considered in evaluating successful operation.

### (ii) TripSpark Software Acceptance

Upon completing the individual delivery, installation, and testing of individual TripSpark Software components pursuant to the Statement of Work, for the purposes of this Section 5 (ii), Software shall mean the Software identified in Exhibit A of this Agreement as, (“NovusDR (Core), Passenger Portal (Core, Trip Booking (Booking and Cancellation), Notifications (Core, Outbound), DriverMate (Software Acceptance by Customer commences upon completion of install on five (5) mobile devices), MyRide/Dynamic Passenger Information (Fixed Route), MyRide Native App (Fixed Route)”), TripSpark will notify Customer in writing. Customer will then have ten (10) business days in which to conduct acceptance tests in order to ensure that the individual TripSpark Software component operates in all material respects as specified in the Documentation. At the end of this period, Customer will be deemed to accept the individual TripSpark Software component unless TripSpark receives prior written notice outlining the nature of the perceived defects in the TripSpark Software. Notwithstanding the above, Customer will be deemed to accept the individual TripSpark Software component when the Customer puts any part of the individual TripSpark Software component into operational and functional use. The individual TripSpark Software component will be deemed to be in Operational and Functional use when the Customer first uses the individual TripSpark Software component to support its then current operations in any capacity.

## 6. Warranty

- a) TripSpark warrants the TripSpark Equipment purchased pursuant to this Agreement, to operate in all material respects as specified in the Documentation for a period of **ninety days (90)** from the shipped delivery to Customer location.
- b) The sole remedy of Customer for any breach of the above warranty will be to require TripSpark to use reasonable efforts to repair, at its own expense, any defects in the TripSpark Equipment that are brought to TripSpark’s attention by Customer.
- c) **The parties agree that the above warranty shall not apply to include any Third Party Equipment. Such Third Party Equipment will be provided by TripSpark with any available manufacturer’s warranty only and any corrective or**

remedial services with respect to such items shall be the exclusive responsibility of the Customer. No warranty is provided for TripSpark Software, third party software, and third party services. The parties further agree that the above warranty does not include coverage for errors, defects or performance issues in the System caused by the actions of the Customer, its employees, contractors, or vehicle riders. This warranty is in lieu of all other warranties, conditions, or other terms, express or implied, concerning the System. 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, TripSpark does not warrant that: (i) the System will meet all or any of Customer's particular requirements; (ii) that the operation of the System will operate error free or uninterrupted; or (iii) all programming errors in the System can be found in order to be corrected.

The parties acknowledge and agree, third party sms/messaging services ("Third Party Transaction Services") are provided "as is" and "as available". TripSpark disclaims all representation and warranties, express, implied, or statutory, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. TripSpark makes no representation, warranty or guarantee regarding the reliability, timeliness, quality, suitability, or availability of the Third Party Transaction Services or that such Third-Party Transaction Services will be uninterrupted or error-free.

**7. Payment** TripSpark will invoice Customer for Software license fees, Equipment fees, Services fees, Third Party Transaction Services fees, other transaction fee(s), and expenses in accordance with the Summary of Pricing and corresponding payment schedule in the Summary of Pricing. The total amounts due for the Services and Expenses, as those fees are set out in the Summary of Pricing, are firm fixed amounts and will be invoiced on that basis. Expenses related to the Services are not to exceed those amounts set out in the Summary of Pricing. In the event that the operational parameters set out in Exhibit A of this Agreement are exceeded, TripSpark reserves the right to charge Customer its standard license fees and maintenance fees applicable to such additional levels of use.

Customer will pay invoices within thirty (30) days of receipt. Overdue payments will bear interest at the annual rate of fifteen percent (15%) on the amount outstanding from the date when payment is due until the date payment in full is received by TripSpark. Customer will also be responsible for payment of all applicable taxes and other levies, including sales and use taxes, and this obligation will survive termination of this Agreement. If Customer has a tax exemption certificate, a copy of the certificate must be provided to TripSpark upon signing of this Agreement to avoid payment of the applicable tax to TripSpark.

#### **8. Maintenance Services and Extended Warranty**

For the purposes of this Section 8 of this Agreement, the following definitions apply:

**"Rogue Unit"**: TripSpark Equipment that exhibits a recurring problem subject to the following: (i) the undesired symptom reported is the same for three (3) sequential removals, and (ii) the undesired interval is seven (7) operating days or less;

**"Turnaround Time"**: Commences on the date of receipt by TripSpark's Service Center, and continues to the date of shipment back to Customer;

**No Fault Found ("NFF") / No Trouble Found ("NTF")**: TripSpark Equipment which requires no repair, replacement, or adjustment by TripSpark in order to return it to a serviceable level in accordance with subsection 9 B) (iv) below;

**"Updates and Upgrades"**: Those general releases to the TripSpark Equipment or TripSpark Software that TripSpark generally makes available as part of the annual maintenance program;

**"Priority One (1) Variance"**: A TripSpark Equipment or TripSpark Software performance anomaly resulting in the loss or use of critical system functions and system is "down" to the extent that such loss affects the safety of the public and/or personnel;

**"Priority Two (2) Variance"**: A TripSpark Equipment or TripSpark Software deficiency of lesser severity than a Priority One (1) that does not substantially reduce the capability of the System to accomplish its primary system functions (e.g., vehicle communications, and/or AVL, and/or fare collection). A Priority One (1) Variance for which an acceptable workaround has been established shall be reassigned to a Priority Two (2); and

“Service Notification”: A notification or bulletin provided by TripSpark that describes a change to TripSpark Equipment or TripSpark Software.

#### **A) TripSpark Software**

Upon TripSpark receipt of Customer payment in full of annual maintenance fees, TripSpark agrees to provide the following maintenance and support services:

- (i) TripSpark will maintain the TripSpark Software so that it operates in conformity, in all material respects, with the descriptions and specifications for the TripSpark Software set out in the Documentation;
- (ii) in the event that Customer detects any errors or defects in the TripSpark Software, TripSpark will provide reasonable support services through a telephone software support line from Monday to Friday, 8 am to 5 pm EST (Except North American holidays). Upon registration by Customer, TripSpark will also provide Customer with access to its software support website;
- (iii) TripSpark will provide Customer with Upgrades of the TripSpark Software at no additional license fee charge;
- (iv) Customer shall provide TripSpark with remote access to Customer’s computers on which the TripSpark Software is installed. TripSpark shall provide updates and Upgrades to the TripSpark Software via remote connection. Should Customer request any on-site maintenance and support services, TripSpark reserves the right to charge its standard applicable service fees plus expenses related to such services; and
- (v) Upgrades will be provided with updated Documentation where available and appropriate.

#### **B) TripSpark Equipment**

For the duration of initial warranty period and subject to purchase of extended warranty by Customer for TripSpark Equipment, as outlined in Summary of Pricing, TripSpark agrees to provide the following maintenance and support services:

- (i) TripSpark shall provide phone support to Customer’s authorized callers to assist with troubleshooting of installation, configuration, and operational problems of covered TripSpark Equipment;
- (ii) Customer shall send all TripSpark Equipment covered by this Agreement directly to the designated TripSpark Service Center outlined in the Return Materials Authorization ("RMA") Request Process, Exhibit F. Upon repair, TripSpark shall return the TripSpark Equipment to Customer’s designated receiving facility, or other locations as designated by Customer’s applicable Return Order. Cost of shipping to the designated TripSpark Service Center shall be borne by Customer. Cost of shipping the repaired TripSpark Equipment to the Customer’s facilities shall be borne by TripSpark unless the TripSpark Equipment is deemed NFF / NTF. TripSpark Equipment returned for repair under this Agreement and subsequently determined by TripSpark to be NTF or NFF or upon warranty expiry is subject to the Time and Material pricing contained in Summary of Pricing. TripSpark reserves the right to substitute functionally equivalent parts for those parts returned to TripSpark for repair. TripSpark will use commercially reasonable efforts to obtain equally functional equivalent parts. Notwithstanding anything to the contrary herein, should equally functional equivalent parts not be available, Customer acknowledges and agrees that TripSpark will have no further obligation to support the TripSpark Equipment and Customer shall be obligated to pay to TripSpark bench fees at the then current TripSpark pricing. The bench fee amount applies to the services performed by TripSpark for testing and assessment of TripSpark Equipment issues whether or not TripSpark Equipment parts are available as described hereunder and whether or not Customer chooses to replace parts as advised by TripSpark.
- (iii) TripSpark shall make commercially reasonable efforts to provide a Turnaround Time of thirty (30) calendar days for TripSpark Equipment listed in Exhibit B, which is returned to TripSpark in accordance with Exhibit F;
- (iv) TripSpark shall apply special testing and repair to any Rogue Unit at no additional charge to Customer. Any special testing and repair shall not be subject to the Turnaround Time specified in subsection (iii) above; and

- (v) TripSpark may issue Service Notifications indicating recommended or mandatory changes to the TripSpark Equipment and Software covered under this Agreement.

#### **C) Documentation for Equipment Difficulty**

Prior to delivery to TripSpark of TripSpark Equipment to be repaired, Customer shall provide TripSpark with a return order, which shall include the following information:

- (i) Date of performance anomaly;
- (ii) Vehicle Number;
- (iii) Detailed system description of performance anomaly;
- (iv) Type number, part number, and serial number of the TripSpark Equipment;
- (v) Customer Return / Repair Order Number; and,
- (vi) Ship To address and Contact Name for return of TripSpark Equipment to Customer;

#### **D) Documentation for Software Difficulty**

Upon the identification of a possible fault or difficulty within any of the TripSpark Software to be supported hereunder, Customer shall promptly issue a trouble report to TripSpark that shall include the following information:

- (i) Date of performance anomaly;
- (ii) TripSpark Software module in question and location of where TripSpark Software is installed;
- (iii) Detailed system description of performance anomaly;
- (iv) Version number of TripSpark Software and severity/ impact to Customer's operations; and
- (v) Contact name and phone number.

The trouble report information shall also be communicated verbally via 1-877-411-8727 or via email at [cc@TripSparkgroup.com](mailto:cc@TripSparkgroup.com) or via customer portal [www.MyTripSpark.com](http://www.MyTripSpark.com) to TripSpark. TripSpark shall forward the trouble report to the designated repair technician.

#### **E) Equipment and Software Excluded from Maintenance**

The parties agree that the above maintenance services shall not apply to include maintenance of Third Party Equipment, and TripSpark shall be under no obligation to provide any maintenance services to the Customer with respect to such Third Party Equipment or third party software. The parties further agree that the above maintenance services shall not include services which may be required to identify or correct errors, defects or performance issues in the TripSpark Software or the TripSpark Equipment which are caused by the actions or omissions of the Customer, its employees, contractors, or vehicle riders.

In the event that TripSpark Equipment and Software covered under this Section 8 is subjected to any of the conditions below by Customer or any third parties, such TripSpark Equipment and Software shall be excluded from maintenance service coverage.

- (i) TripSpark Equipment or TripSpark Software subjected to carelessness or negligence;
- (ii) TripSpark Equipment or TripSpark Software subjected to cannibalization or vandalism;
- (iii) TripSpark Equipment or TripSpark Software subjected to alteration or repair in a manner which conflicts with TripSpark's written repair procedures, specifications, and license terms;

- (iv) TripSpark Equipment or TripSpark Software subjected to inadequate packing, shipping, storage, or handling;
- (v) TripSpark Equipment or TripSpark Software subjected to fire, wind, flood, leakage, collapse, lightning, explosion, or other Acts of God, including but not limited to acts of war (declared or undeclared), terrorism, or the public enemy; and
- (vi) TripSpark Software altered as a result of third party service bulletins.

#### **F) Disclaimer**

During any annual maintenance support or extended warranty period, TripSpark does not represent or warrant that (a) the TripSpark Equipment or TripSpark Software shall meet any or all of Customer's particular requirements; or (b) the operation of the TripSpark Equipment or TripSpark Software shall be error-free or uninterrupted.

9. Payment of Maintenance Fees Customer shall pay the annual maintenance fees to TripSpark as provided in Exhibit E. These fees shall be subject to change as set out in Exhibit E. Customer shall issue a Purchase Order annually specifying the amount set forth in the TripSpark invoice for maintenance services in accordance with Exhibit E. The Purchase Order shall be governed by the terms and conditions of this Agreement. In the event that the Customer wishes to terminate the maintenance services to be provided under this Agreement, Customer must provide TripSpark with no less than ninety (90) days written notice of such termination, during which ninety-day period the applicable Software maintenance fees will remain payable. TripSpark may suspend provision of any maintenance services during any period of time during which the applicable maintenance fees remain unpaid by Customer.

10. Trade Secrets Customer acknowledges that all Trade Secrets relating to or concerning the System, including any modifications made thereto, are owned by TripSpark or TripSpark has the applicable rights of use and Customer will maintain the Trade Secrets in strict confidence and not disclose the Trade Secrets to any third party without TripSpark's prior written consent. Customer shall prohibit any persons other than Customer employees from using any components of the System and Customer shall restrict the disclosure and dissemination of all Trade Secrets reflected in the System to Customer employees who are bound to respect the confidentiality of such Trade Secrets. These obligations of confidentiality will survive termination of this Agreement.

11. Media and Publication Upon reasonable notice and consultation with the Customer, TripSpark 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.

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



13. Exclusion of Liability

a) TripSpark and Customer 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 Customer for breach of warranty is for breach of contract under the terms of this Agreement. This does not preclude a claim for fraud.

b) TripSpark 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. TripSpark shall not be responsible for any claims, damages, costs, or losses whatsoever arising out of or in any way related to Customer's connection to or use of the internet.

c) TripSpark will not be liable to Customer or any third party for any claims, expenses, damages, costs, or losses whatsoever arising out of or in any way related to:

(i) Customer's use of map or geographical data, owned by Customer or any third party, in conjunction with the System or otherwise; or

(ii) Customer's use of the System insofar as the System 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) TripSpark's liability and responsibility for any claims, damages, costs, or losses whatsoever arising either jointly or solely from or in connection with this Agreement or the use of the System (whether or not in the manner permitted by this Agreement), including claims for breach of contract, tort, misrepresentation, or otherwise, will be absolutely limited, in the aggregate, to the fees paid for the Equipment and Software licenses that is the subject of a claim prior to System Acceptance. Subsequent to System Acceptance, in the aggregate amount of the annual Software maintenance fees paid or extended warranty fees paid in the preceding year for the TripSpark Software or Equipment that is the subject of a claim.

(e) TripSpark will not be liable to the Customer or any third party for losses or damages suffered by Customer or any third party which fall within the following categories:

- i) incidental or consequential damages, whether foreseeable or not;
- ii) special damages even if TripSpark 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 bodily injury caused by TripSpark's gross negligence or willful misconduct.

(g) The Customer acknowledges and agrees that it is solely responsible for providing and ensuring the proper training of its drivers, owners, or operators in the operation of the motor vehicle or motor vehicles in conjunction with the use or operation of the TripSpark Software, Equipment and Third Party Equipment described in this Agreement. "Motor vehicle" includes any automotive machinery utilized for the transport of persons or goods in which TripSpark Software, Equipment, and Third Party Equipment has been incorporated or installed.

The Customer acknowledges and agrees that TripSpark shall not be liable to the Customer for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by the Customer in conjunction with or separate from the use of the TripSpark Software, Equipment and Third Party Equipment described in this Agreement including any personal injury claim or action and the Customer shall defend and hold TripSpark harmless from any such claim or action including costs.

#### 14. Termination

(a) This Agreement will remain in effect until terminated.

(b) Either party may terminate this Agreement, in whole or in part, by providing ninety (90) days prior written notice.

(c) TripSpark has the right to terminate this Agreement if Customer is in default of any term or condition of this Agreement and fails to cure such default within thirty (30) days after receipt of written notice of such default. Without limitation, the following are deemed Customer defaults under this Agreement: (i) Customer fails to pay any amount when due hereunder; (ii) Customer becomes insolvent or any proceedings will be commenced by or against Customer under any bankruptcy, insolvency, or similar laws.

(d) If Customer develops software that is competitive with the TripSpark Software, or Customer is acquired by or acquires an interest in a competitor of TripSpark, TripSpark shall have the right to terminate this Agreement immediately.

(e) If this Agreement is terminated, Customer will immediately return to TripSpark all copies of the TripSpark Software and the Documentation and any other Equipment provided to Customer pursuant to this Agreement which have not been paid for in full and will certify in writing to TripSpark that all copies or partial copies of the TripSpark Software, the Documentation and such other materials have been returned to TripSpark. In the event of termination, TripSpark will be entitled to retain all fees paid by Customer for all license fees, service fees and expenses related to services or deliverables provided up to the termination date.

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

16. Assignment This Agreement is for the sole benefit of Customer and may not be assigned by Customer without the prior written consent of TripSpark.

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

18. Third Parties No party other than Customer shall be licensed to use the TripSpark 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 TripSpark Software by certain designated third party service providers, the Customer 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 TripSpark Software and obligations of confidentiality. TripSpark 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.

19. 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.

20. Purchase Order Upon execution of this Agreement, Customer will issue a Purchase Order specifying the amount of as set out in the Summary of Pricing, (this amount excludes any sales taxes, first year maintenance fees or escrow fees which may apply) for the provision of the System and the Services. The Purchase Order will be governed exclusively by the terms and conditions of this Agreement.

21. Audits In addition to Section 3 (g), TripSpark may perform audit(s) on the use of the System upon giving Customer written notice of at least five (5) business days. Customer agrees to make the necessary operational records, databases, equipment, employees, and facilities available to TripSpark for the audit(s). The purpose of the audit will be to verify compliance with the terms and conditions of this Agreement.

**EXHIBIT A**

Item	Software	Operational Characteristic Metrics	License Date
1.	Routematch TS	Up to five (5) authorized users	Pursuant to the Original Agreement
2.	TripSpark NovusDR (Core)	up to one hundred and ten (110) one way booked trips per day	Effective date of this Agreement
3.	TripSpark Passenger Portal (Core, Trip Booking (Booking and Cancellation)	up to one hundred and ten (110) one way booked trips per day	Effective date of this Agreement
4.	TripSpark Notifications (Core, Outbound)	up to one hundred and ten (110) one way booked trips per day	Effective date of this Agreement
5.	TripSpark DriverMate	up to five (5) paratransit vehicles	Effective date of this Agreement
6.	*TripSpark Streets Mobile (Fixed Route), XGate (Fixed Route), XMobile Manager (Fixed Route), Streets Server License (Schedule/Import, Reporting, GTFS Export), Streets Client License, XGate Server License, XMobileManager Server License	up to thirteen (13) fixed route vehicles	Effective date of this Agreement
7.	TripSpark Web Services	up to thirteen (13) fixed route vehicles	Effective date of this Agreement
8.	TripSpark MyRide/Dynamic Passenger Information, MyRide Native App (Fixed Route)	up to thirteen (13) fixed route vehicles	Effective date of this Agreement
9.	TripSpark Streets Service Interruptions (Fixed Route)	up to thirteen (13) fixed route vehicles	Effective date of this Agreement
10.	TripSpark Digital Route Book (Fixed Route)	up to thirteen (13) fixed route vehicles	Effective date of this Agreement
11.	TripSpark GTFS Realtime	up to thirteen (13) fixed route vehicles	Effective date of this Agreement
12.	TripSpark Route Monitor	up to thirteen (13) fixed route vehicles	Effective date of this Agreement
13.	Transit Database	Included	Effective date of this Agreement

## **EXHIBIT A**

### **Notes:**

1. Third party Runtime licenses, if required to operate the TripSpark Software, are not included.
2. Proposed software solution is designed for the applicable Windows application.
3. Except as may be included in the Equipment or otherwise specifically required in the Agreement, The Customer is responsible for purchasing hardware and any other pre-requisite products.
4. As applicable, software applications may be operated on any of the licensed workstations. within a configuration approved by TripSpark. Licenses for additional local or remote workstations may be purchased at the then current rates.
5. Customer and Routematch acknowledge and agree Customer's license rights of use, pursuant to the Original Agreement, for the Routematch Software products shall terminate in all respects upon Software Acceptance of the TripSpark NovusDR (Core) Software product in accordance with Section 5 (ii) of this Agreement. Consequently, Routematch shall have no obligations or liability for the Routematch TS Software product.
6. Licenses are provided for software utilization by HTG-Lawton Management LLC dba Lawton Area Transit System (Lawton, Oklahoma).
7. Third Party runtime (i.e., Crystal Reports), if required, are not included.
8. \*Above identified Software corresponds to Exhibit C, 2.0 Streets Fixed Route pricing and corresponding Software maintenance pricing in Exhibit E.

## **EXHIBIT B**

### **List of TripSpark Equipment Streets:**

Description	Quantity
<b>In-Vehicle Streets Equipment - Fixed Route</b>	
Ranger (Internal modem, GPS) or myDrive	14
myDrive Mounting Bracket	14
Cabling	14
Programming Kit	1
Training Kit	1

## **EXHIBIT C: SUMMARY OF PRICING**

### **1.0 Individual Paratransit Software Applications**

<b>Product</b>	<b>Licenses</b>	<b>Services</b>	<b>Expenses</b>	<b>Discount</b>	<b>Total</b>
<b>NovusDR (Core)</b>	\$33,448	\$35,476	\$6,700	-\$21,741	\$53,883
<b>Passenger Portal (Core)</b>	\$7,638	\$11,550	\$0	\$0	\$19,188
<b>Trip Booking (Booking &amp; Cancellation)</b>	\$11,163	\$1,650	\$0	\$0	\$12,813
<b>Notifications (Core, Outbound)</b>	\$17,336	\$18,150	\$0	\$0	\$35,486
<b>DriverMate</b>	\$9,310	\$23,926	\$6,250	-\$6,052	\$33,435
<b>Total USD</b>					<b>\$154,804</b>

#### **Third Party Transaction Services' Fees**

TripSpark Notifications (Core, Outbound) Software requires payment of monthly Third-Party Transaction Services' fees by Customer based on the number of voice minutes used and SMS messages transacted. Current per-use charges are:

1. Per Voice Minute \$0.03
2. Per SMS Message \$0.02

**Note:** Third Party Transaction Services Fees pricing, as identified above, are subject to change without notice.

#### **Payment Schedule TripSpark Paratransit Software**

- Milestone 1: 100% of Licenses fees due upon execution of the Agreement
- Milestone 2: 25% of Services and Expenses due upon delivery of draft Operational Review document
- Milestone 3: 25% of Services and Expenses due upon installation of Software in TripSpark test environment
- Milestone 4: 25% of Services and Expenses due upon delivery of initial training session
- Milestone 5: 25% of Services and Expenses due upon Software Acceptance pursuant to Section 5 (ii) of the Agreement

**Note:** Milestones will be invoiced and due on a per individual Software component basis.

#### **General Paratransit Software Assumptions**

1. Customer is responsible for the computer hardware and off-the-shelf software as per TripSpark's most current specifications.
2. SQL must be used for databases for TripSpark Software.

##### **NovusDR Assumptions**

1. Data loading will be completed for clients, common locations/landmarks, and client registered addresses.
2. Training will utilize 'train the trainer' training philosophy.
3. Operational Review and Software installation will be performed remotely.

## **EXHIBIT C: SUMMARY OF PRICING**

### **NovusDR Assumptions (continued)**

4. NovusDR will use third party Bing maps subject to the following:

Third party Bing map license is provided for up to sixty (60) reverse geocode transactions (GetLocationInfo or similar) per hour and up to two hundred (200) geocoding transaction sessions or routing requests, all measured as an average over any twenty-four (24) hour period. Additional geocode or reverse geocode transactions will be charged at a fee of \$0.01 per transaction ("Transaction Fee"), and such Transaction Fee is subject to change without notice. TripSpark's receipt of Transaction Fee(s) payment is a condition precedent to the provision of third party Bing map license under the scope of the Agreement.

Bing maps do not allow for Street Routing.

### **Passenger Portal Assumptions**

1. All Services will be performed remotely.
2. English language only.
3. Software utilizes Google maps for client facing address lookup and real time vehicle location display.

### **Notifications Assumptions**

1. All Services will be performed remotely.
2. English language only.

### **Solution Functionality**

1. TripSpark Notifications provides outbound voice callbacks for Trip Reminders and notifications.
2. TripSpark Notifications provides outbound SMS/Email Trip Reminders and notifications.
3. Trips can be Confirmed/Cancelled by SMS responses to callback reminders only.
4. TripSpark Notifications does not provide call center menu functionality.

### **DriverMate Assumptions**

1. Operational Review and Software Installation will be performed remotely.
2. Training will utilize "train the trainer" training philosophy.
3. Customer is responsible for providing server hardware, space, power, network connectivity, and a dedicated (always on) high speed internet connection.
4. Customer is responsible for providing access to the Xgate server via the internet to support remote troubleshooting/support.
5. Customer is responsible for configuration of router/firewall to allow two-way IP based communications with mobile devices.
6. Customer is responsible for public data network activations and monthly airtime subscription for each vehicle.
7. Customer is responsible for acquiring, installing, and maintaining in-vehicle tablets.
8. Customer is responsible for third party interface fees to any other in-vehicle equipment.



## **EXHIBIT C: SUMMARY OF PRICING**

### **2.0 Rangers or myDrive Fixed Route**

Product	Licenses	Services	Expenses	Hardware	Installation Services	Discount	Total
<b>Streets ITS Solution</b>							
*Streets CAD/AVL	\$59,850	\$76,107	\$3,500	\$0	\$0	(\$38,903)	\$100,555
*Ranger or myDrive	\$6,825	\$25,369	\$3,500	\$37,723	\$8,125	(\$4,436)	\$77,106
Web Services	\$23,625	\$3,300	\$0	\$0	\$0	(\$15,356)	\$11,569
MyRide/Dynamic Passenger Information	\$12,869	\$3,300	\$0	\$0	\$0	(\$8,365)	\$7,804
MyRide Native Apps	\$7,750	\$19,800	\$0	\$0	\$0	(\$5,038)	\$22,513
Route Monitor	\$0	\$2,475	\$0	\$0	\$0	\$0	\$2,475
GTFS Real Time Feed	\$21,210	\$4,950	\$0	\$0	\$0	(\$13,787)	\$12,374
Digital Route Book	\$3,990	\$1,650	\$0	\$0	\$0	(\$2,594)	\$3,047
Service Interruptions	\$22,575	\$11,550	\$0	\$0	\$0	(\$14,674)	\$19,451
<b>Total USD</b>	<b>\$158,694</b>	<b>\$148,501</b>	<b>\$7,000</b>	<b>\$37,723</b>	<b>\$8,125</b>	<b>\$103,151</b>	<b>\$256,892</b>

#### **Payment Schedule for Fixed Route Software and Equipment**

Milestone 1: 100% of License fees due upon execution of the Agreement

Milestone 2: 100% Equipment hardware fees due upon shipped delivery to Customer location

Milestone 3: 25% of Services fees, Installation fees, and Expenses due upon delivery of draft Operational Review Document

Milestone 4: 25% of Services fees, Installation fees, and Expenses due upon installation of Software in Customer's test environment

Milestone 5: 25% of Services fees, Installation fees, and Expenses due upon delivery of initial training session

Milestone 6: 25% of Services fees, Installation fees, and Expenses due upon System and Software Acceptance pursuant to Section 5 (i) and Section 5 (ii) of the Agreement

**Note:** Milestones will be invoiced and due on a per individual Software component basis.

#### **TripSpark Equipment Extended Warranty**

<b>**Extended Warranty Pricing 2023</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
TripSpark Ranger or myDrive	\$1,836	\$1,927	\$2,024

**Note:** \*\*First three (3) years extended Warranty pricing only. Should Customer wish to purchase extended TripSpark Equipment warranty support, Customer must issue a purchase order to TripSpark prior to the expiration of the individual TripSpark Equipment (Ranger or myDrive) ninety (90) days Warranty. Upon expiry of Year 3 annual term, TripSpark

Equipment extended Warranty annual support is subject to program availability and then current TripSpark pricing.

## **EXHIBIT C: SUMMARY OF PRICING**

### **General Pricing Assumptions**

1. Pricing expires December 31, 2023.
2. Software license pricing corresponds to the operational metrics of Software licensed use pursuant to Exhibit A of this Agreement.
3. Applicable taxes are not included and shall be assessed during TripSpark invoicing.
4. Customer is responsible for the computer hardware & off-the-shelf software as per TripSpark's most current specifications.
5. SQL must be used for databases for all TripSpark Software.

### **General Project Assumptions**

#### **TripSpark will provide:**

All of the Equipment, included above.

Technical services to consist of: project management; system testing; 'train the trainer' training; implementation; and remote support.

#### **Customer will be responsible for providing the following:**

1. Space, power, network (LAN/WAN) connectivity, for required servers and workstations.
2. Access to the servers via the internet (i.e., VPN, PCAnywhere) to support remote troubleshooting/support.
3. Provision/configuration of router/firewall to allow two-way IP based communications with the mobile devices.
4. Public data network activations and monthly airtime subscriptions for each vehicle.
5. Wi-Fi access points at the garages.
6. Swap-out maintenance of in-vehicle TripSpark Equipment during and after the warranty period.
7. Data entry/verification including but not limited to stops, routes, schedules, timepoints.
8. Third party interface fees to existing agency equipment (incl. fareboxes, annunciators, onboard signs, etc.)
9. Interfacing with Google's technical team for GTFS export, including testing and schedule adjustments required to obtain approval.
10. SQL for databases for all TripSpark Software.

### **Dynamic Passenger Information / MyRide Assumptions**

1. SMS requires annual contact with monthly service charges and message fees based on the number of messages sent or received and number of voice minutes used. Customer will be responsible for monthly \$0.02 per SMS message and \$0.03 per voice minute fees, which shall be billed monthly by TripSpark. Such monthly transaction fees are subject to change without notice.
2. Customer will provide the MyRide server and OS as specified by TripSpark.
3. Customer is responsible for Google and/or Apple developer accounts.
4. MyRide requires a Google/API key, the cost of which are the responsibility of the Customer. Use of the MyRide Native App Software increases the costs.

## **EXHIBIT D: STATEMENT OF WORK**

### **Statement of Work: NovusDR**

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

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

#### **Overview**

This implementation involves the following high-level tasks:

- Operational Review
- Software Installation and Configuration
- Data Load & Development
- Training
- User Acceptance Testing
- Go-Live Support

#### **Operational Review**

The operational review will involve a series of meetings and conference calls with Customer's project team to discuss the business requirements.

The goal of the operational review is to:

- Review Customer business requirements and operational needs
- Review business processes to identify any takeaways that require mitigate strategies
- Provide any sample marketing materials that the Customer may be able to use
- Review the Scope of Work and finalize project timelines and the project plan
- Review application functionality
- Current operational environment (policies/procedures) as they relate to the trip booking, scheduling, and dispatching processes.
- Testing and Training requirements

The outcome is an operational review document (ORD) outlining the understanding gained from the meetings, identifying the deliverables, and the timing for the implementation as mutually agreed upon by the parties. The TripSpark Project Manager (PM) will coordinate a meeting with the Customer's project team to review the initial responses to the Operational Review Document within five (5) days of delivery by TripSpark.

## Software Installation and Configuration

TripSpark will install the Software remotely on Customer's network. The Software will be installed once (1) within the test environment. TripSpark will also provide assistance with transitioning the Software to the production environment.

## Data Load & Development

During the training process, ancillary data will need to be developed so that the Software will function in accordance with the Operational Review Document. This will confirm that all required elements are present and configured as outlined in the Operational Review Document. Customer will be responsible for developing this data, with the supervision of the TripSpark technical expert.

Importing of data can be done via import scripts. The Software has an integrated Client Import Job and Location Import Job which allows Customer to import their client and location data into the Software. The import files must be in CSV file format in TripSpark's required format. However, the format is fairly flexible and as long as the data is in good shape the import process is relatively simple.

Data development will be required under the following categories:

- Client Registration
- Eligibility
- Booking
- Pricing
- Organizations
- Services
- Runs
- Scheduling
- Employees
- Vehicles

## Training

Training provided will be based on TripSpark standard training agendas. Training methodology follows a train-the-trainer approach. Training sessions will vary in length dependent on topic. Training will be provided remotely, utilizing Zoom as the preferred platform. Each session can be attended by up to six (6) employees.

- Up to four (4) days of Booking and Scheduling Training
- Up to four (4) days of Operations Training
- Up to one (1) day of Training in the Administrative functions of the Software.
- Up to two (2) days of Standard Report Training

In addition to training, TripSpark will provide one (1) digital copy of all available user documentation. Customer is free to create copies of the provided documentation for their users.

Users will also have access to recorded training videos and online sessions provided through mytripsark.com, as described in our standard support documentation.

Customer's resources are encouraged to participate in all training sessions related to their field, as outlined in the Operational Review.

**For remotely accessed training sessions attendees will require:**

- Networked computer with access to the internet
- Necessary Software (i.e., WebEx Customer) installed and ready to go
- For groups in a single room, LCD projector to display the material and computers per student with access to the test environment
- Telephone or headset and microphone for audio portion
- If the items above are not available, TripSpark will work with Customer to identify alternative arrangements.

### **User Acceptance Testing**

The final phase of the implementation will be acceptance testing. This involves Customer utilizing the Software in the test environment to ensure the Software functions as specified in the Documentation.

We estimate the duration of user acceptance for this implementation to be approximately two (2) weeks.

### **Go-Live**

Go Live is critical to ensure the solution is adopted and used properly by staff, as often issues are not discovered until using a live environment with real-time conditions and situations. TripSpark will provide up to five (5) days of Go Live support as part of this SOW.

### **Software Acceptance Period**

The final phase of the implementation will be Software Acceptance testing while Software is in Production.

The Software Acceptance period is expected to be approximately ten (10) business days.

Upon completion of Software Acceptance, Customer will be eligible to go into TripSpark's Customer Care program.

### **Transition to Customer Care**

Following Software Acceptance TripSpark will schedule a Transition meeting with the Customer to discuss ongoing Customer Care support.

### **TripSpark Resource Responsibilities**

TripSpark will provide Project Management and Off-Site Support of NovusDR at Customer. These services will consist of the following:

- The TripSpark PM will provide bi-weekly reports to Customer's PM. These reports will be based on TripSpark standards and will consist of; project team information, current status and next steps.

- For the duration of the implementation the TripSpark technical product expert will be available for consultation off-site via phone or email.
- Acting as a single point of contact at TripSpark, managing deliverables, running weekly conference calls, and managing documentation
- Issue escalation and resolution plans

### Customer Resource Responsibilities

If Customer causes delays by not adhering to the below responsibilities and requirements listed in this SOW, and these delays result in additional service work being incurred by TripSpark, then TripSpark reserves the right to charge Customer additional services fees, which shall be the responsibility of the Customer.

The table below identifies the resource requirements for the Customer.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Customer and TripSpark	20% of time for duration of project.	<ul style="list-style-type: none"> <li>○ Coordinate the scheduling of all of the Customer's resources.</li> <li>○ Coordination of conference calls and meetings, as required.</li> <li>○ Prepare training facilities and coordinate training sessions.</li> <li>○ Coordinate completion of data development.</li> <li>○ Coordinate completion of user acceptance testing.</li> </ul>
Subject Matter Expert	Someone with intimate knowledge of the processes and procedures	75% of time for duration of project.	<ul style="list-style-type: none"> <li>○ Participation in the completion of the Operational Review.</li> <li>○ Participation in all training sessions.</li> <li>○ Assist PM with completion of user acceptance testing and data development.</li> </ul>
System Administrator		25% of their time for the duration of the project.	<ul style="list-style-type: none"> <li>○ Procure and configure hardware to a TripSpark Ready specification as per each Software product's Tech Sheet (where available).</li> </ul>

Resource	Description	Time Dedication	Tasks
			<ul style="list-style-type: none"> <li>○ Participate in System Administration training</li> <li>○ Provide TripSpark Remote Desktop (RDP) over secured Virtual Private Network (VPN) access to servers where NovusDR and NovusDR databases will be installed.</li> </ul>
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	<ul style="list-style-type: none"> <li>○ Execute user acceptance testing.</li> </ul>
End Users		50% of their time during the training and transition phase of the project.	<ul style="list-style-type: none"> <li>○ Participate in end user training.</li> </ul>

## Timeline

This implementation can be completed within approx. four (4) months from the kickoff call with Customer. During the operational review, a project plan will be prepared for each Software module.

## Assumptions

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

- Bing maps will be used within the core algorithm for routing and scheduling purposes and consists of the following
  - Geocode or reverse geocode transactions will be charged at a cost of \$0.01 per transaction. Charges are invoiced quarterly on an on-going basis. Such variable costs are subject to change without notice.
  - The Bing map solution supports street routing and triangulation for calculating booking distance, however only triangulation for scheduling distance is used due to transaction costs and performance associated with running multiple scheduling scenarios.
- Data loading will be completed for Clients, Common Locations, Landmarks, and Client Registered Addresses.
- No more than four (4) super users will receive Booking and Scheduling Training

- No more than six (6) reservationists and six (6) dispatchers will receive Operations Training
- Software will be delivered ‘off the shelf’
- Microsoft SQL will be used for the database

## **EXHIBIT D: STATEMENT OF WORK**

### **Statement of Work: Passenger Portal**

This document defines the implementation services to be provided by TripSpark for the Customer, as well as the roles and responsibilities of the Customer’s staff and resources. All implementation services will be provided remotely, unless otherwise stated.

Unless otherwise indicated, TripSpark will provide ‘standard’ implementation services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark. Any services beyond what is defined in this document will be considered out of scope, and a Change Order will be required. Any additional costs uncovered from a Change Order will be the responsibility of the Customer, work related to the Change Order will not commence until after software acceptance for this project. All implementation services, materials, and training will be provided in English, unless otherwise stated.

### **Overview**

This implementation involves the following high-level tasks:

1. Operational Review
2. Software Installation and Configuration
3. Training
4. User Acceptance Testing
5. Go-Live
6. Post Go-live Customer care

### **Product Description**

Passenger Portal is an add-on module to TripSpark’s demand response and medical products. It provides an on-line portal that allows passengers to view, book, schedule, and cancel their own bookings.

#### **Specific functionality consists of:**

1. Passenger Portal Core Software:
  - a. Passenger account management (backend Software)
  - b. Passenger profile management
  - c. Ability to view details of existing passenger bookings online
  - d. Ability to add and edit bulletins that passengers can view upon login
  - e. Help tab which displays common information that will be useful for passengers
  - f. Ability to add custom menu links
  - g. Administrator Settings to customize website settings and look and feel
2. Passenger Information:



- a. Upcoming Trips View – see current trip status and imminent arrival time
  - b. View location of bus on a map (when agency has MDTs or Tablets)
  - c. “I am Ready” button to notify dispatch of pending “Will Calls”
3. Trip Booking:
  - a. Book a new trip
  - a. Book a one way or return trip for a single date
  - b. Request a recurring subscription trip
  - c. Enter in all relevant trip details: date, time, addresses, comments, mobility aids, space types, and additional passengers
  - d. Review trip details before requesting booking
  - e. Ability for the trip to be booked or scheduled depending on agency configuration

## Operational Review

The operational review will involve a series of meetings and conference calls with Customer’s project team to discuss the business requirements.

The goal of the operational review is to:

- Review Customer business requirements and operational needs
- Review business processes to identify any takeaways that require mitigation strategies
- Provide any sample marketing materials that the Customer may be able to use
- Review the Scope of Work

The outcome is an operational review document (ORD) outlining the understanding gained from the meetings, identifying the deliverables, and the timing for the implementation as mutually agreed upon by the parties.

## Software Installation and Configuration

### Back Office

TripSpark will install the Software on Customer’s network. The Software will be installed once (1) within the test environment. TripSpark will also provide assistance with transitioning the Software to the production environment.

### SSL Configuration

TripSpark will assist the Customer with SSL configuration provided the Customer has purchased an SSL certificate and already has a web domain available. TripSpark will assist the Customer with the SSL setup.

Customer is responsible for procuring their own web domain as well as an SSL certificate.

### Training

Training provided will be based on TripSpark standard training agendas. Training methodology follows a train-the-trainer approach. Training sessions will vary in length dependent on topic. Training will be provided remotely, utilizing Zoom as the preferred platform. Each session can be attended by up to six (6) employees.

After each training session, Customer may be required to complete project work assignments that pertain to training material just covered and that are relevant to the operational characteristics of Passenger Portal at Customer location. Successful progression from each session to the next session is dependent upon diligent completion of project work assignments, by Customer, resulting from the previous training session. Each session builds upon mastery of material covered at the previous session.

- Up to four (4) hours of remote system administrator training
- Up to four (4) hours of remote advanced functionality training
- Up to one (1) day of remote training for users who will interact with Web via the Novus/PASS user interface

In addition to training, TripSpark will provide one (1) digital copy of all available user documentation. Customer is free to create copies of the documentation for their users.

Users will also have access to recorded training videos and online sessions provided through myTripSpark.com, as described in our standard support documentation.

Customer's resources are encouraged to participate in all training sessions related to their field.

**For remotely accessed training sessions attendees will require:**

- Networked computer with access to the internet
- Necessary Software (i.e., WebEx Customer) installed and ready to go
- For groups in a single room, LCD projector to display the material and computers per student with access to the test environment
- Telephone or headset and microphone for audio portion
- If the items above are not available, TripSpark will work with Customer to identify alternative arrangements.

### **User Acceptance Testing (UAT)**

The final phase of the implementation will be user acceptance testing. This involves Customer utilizing the Software in the test environment to ensure the Software functions as specified in the documentation. It is estimated that User Acceptance Testing should take up to 2 (two) weeks. TripSpark will be available for support during this time if configuration changes are required. Customer is responsible to create use cases that best demonstrate common business processes in order to ensure testing is appropriately covering real business situations.

TripSpark will provide UAT templates created for general use which can be adapted by Customer for Customer's operationally specific use.

Upon completion of the UAT, TripSpark and the Customer will mutually agree upon a Soft Launch Go-Live date.

## **Go-Live Support**

### **Soft Launch Go-Live**

Before releasing the Passenger Portal for all passengers, we recommend asking a select group of passengers to test the website and assist with an additional round of troubleshooting. Basic testing for this group would include:

- Testing the registration process
- Viewing previous and upcoming trips
- Booking new trips online
- Any other feedback to enhance the functionality of the system

TripSpark will be available for support during this time if configuration changes are required.

### **Full Launch Go-Live**

Upon completion of Soft Launch, the Customer can now invite all passengers to enroll and access the site. TripSpark will be available for support during this time if configuration changes are required.

## **Software Acceptance Period**

The final phase of the implementation will be Software Acceptance testing while Software is in Production.

The Software Acceptance period is expected to be approximately ten (10) business days as outlined in the Software Acceptance section of this agreement.

Upon completion of Software Acceptance, Customer will be eligible to go into TripSpark's Customer care program.

## **Transition to Customer Care**

Following Software Acceptance TripSpark will schedule a Transition meeting with the Customer to discuss ongoing Customer Care support. When Customer is in Customer care, Customer will be eligible for upgrades, 24/7 support, webinars, etc. subject to TripSpark's Customer Care policies.

## **TripSpark Resource Responsibilities**

TripSpark will provide Project Management and Off-Site Support of the Passenger Portal application at Customer.

These services will consist of the following:

- The TripSpark Project Manager will provide bi-weekly reports to Customer's Project Manager. These reports will be based on TripSpark standards and will consist of; project team information, current status and next steps.
- For the duration of the implementation the TripSpark technical product expert will be available for consultation off-site via phone or email.

### Customer's Resource Responsibilities

If Customer causes delays by not adhering to the below responsibilities and requirements listed in this SOW, and these delays result in additional service work being incurred by TripSpark, then TripSpark reserves the right to charge Customer additional services fees, which shall be the responsibility of the Customer.

The table below identifies the resource requirements for the Customer.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Customer and TripSpark	20% of time for duration of project.	<ul style="list-style-type: none"><li>○ Coordinate the scheduling of all the Customer's resources.</li><li>○ Coordination of conference calls and meetings, as required.</li><li>○ Prepare training facilities and coordinate training sessions</li><li>○ Coordinate completion of data development</li><li>○ Coordinate completion of user acceptance testing.</li></ul>
Subject Matter Expert	Someone with intimate knowledge of the processes and procedures	75% of time for duration of project.	<ul style="list-style-type: none"><li>○ Participation in the completion of the Operational Review.</li><li>○ Participation in all training sessions.</li><li>○ Assist PM with completion of user acceptance testing and data development.</li></ul>

Resource	Description	Time Dedication	Tasks
System Administrator		25% of their time for the duration of the project.	<ul style="list-style-type: none"> <li>Procure and configure hardware to a TripSpark Ready as per each Software product's Tech Sheet (where available).</li> <li>Participate in System Administration training.</li> <li>Provide TripSpark Remote Desktop (RDP) over secured Virtual Private Network (VPN) access to servers where Novus and Novus databases will be installed.</li> </ul>
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	<ul style="list-style-type: none"> <li>Execute user acceptance testing.</li> </ul>
End Users	Examples: Dispatchers, Schedulers, Reservationists	50% of their time during the training and transition phase of the project.	<ul style="list-style-type: none"> <li>Participate in end user training.</li> </ul>

## Timeline

TripSpark's Project Manager will reach out within four (4) weeks from the execution of this agreement in order to schedule a kick-off call. The kick-off call shall be scheduled as agreed upon by both parties.

TripSpark's Project Manager will reach out within two (2) weeks from the kick-off call in order to schedule the Operational Review. The Operational Review meeting shall be scheduled as agreed upon by both parties.

The services as outlined in this document can be completed within approximately three (3) months from the Operational Review. During the Operational Review, a project plan will be prepared for this software module.

## Assumptions

- Customer is responsible for the purchase and installation of any required server hardware and Microsoft SQL databases, SQL must be used for the database. (servers shall be preconfigured to TripSpark's specifications)
- Software will be delivered 'off-the-shelf'. Off the shelf means:

Software will be installed “as-is” (no customizations) and existing functionality within the Software will be used or adapted for the needs of this project. Feature requests or improvements will be considered after Software Acceptance for this project is completed.

- It is assumed this software will take advantage of existing TripSpark infrastructure, data sources and software unless otherwise stated.
- Customer is responsible for providing a server for their test environment and production environment.
- Customer will provide physical servers or VMs that meet TripSpark’s minimum hardware specifications and network diagram that will be provided at the project Operational Review. If Customer chooses to use VMs Customer will be solely responsible for setting up, maintaining, diagnosing, or troubleshooting VMs.
- TripSpark does not provide any custom web markup or web design outside of items that can be configured in the administration pages.
- Customer is required to sign up and set up billing for their own Google account, in order to obtain a Google Maps Key
- The Feedback functionality of Passenger Portal can only function if the Customer has acquired Novus-COM
- Passenger Portal will be in English only unless otherwise contracted for additional languages

## **EXHIBIT D: STATEMENT OF WORK**

### **Statement of Work: Novus Notifications (Outbound)**

This document defines the services to be provided by TripSpark for the Customer, as well as the roles and responsibilities of the Customer's staff and resources. All services will be provided remotely, unless explicitly stated otherwise.

Unless otherwise indicated, TripSpark will provide 'standard' implementation services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark.

Any services beyond what is defined in this document will be considered out of scope, and either an Amendment to the contract or a Work Order will be required. Any additional costs uncovered from the scope changes will be the responsibility of the Customer. Work related to the scope changes will not commence until after software acceptance for this project. All implementation services, materials, and training will be provided in English, unless otherwise stated.

### **Overview**

This implementation involves the following high-level tasks:

- Operational Review
- Software Installation and Configuration
- Training
- User Acceptance Testing
- Go-Live Support

### **Product Description**

Notifications is an add-on module to TripSpark's demand response and medical products. The Notifications software consists of a service and a configuration/monitoring application. The Notifications service communicates with Novus on the internal network, as well as cloud-based services to send/receive calls and text messages.

Specific functionality consists of:

4. Outbound Functionality
  - a. Next day trip reminders with ability to confirm/cancel via touch tone
  - b. Imminent arrival notifications
  - c. No show notifications
  - d. Trip booking confirmations
  - e. Mass notifications
  - f. Account Balance notifications if enabled
  - g. Provider notifications for trips cancelled in Novus if enabled

### **Operational Review**

The operational review will involve a series of meetings and conference calls with the Customer's project team to discuss the business requirements.

The goal of the operational review is to:

- Review Customer business requirements and operational needs
- Review business processes to identify any takeaways that require mitigation strategies
- Provide any sample marketing materials that the Customer may be able to use
- Review the Scope of Work

The outcome is an operational review document (ORD) outlining the understanding gained from the meetings, identifying the deliverables, and the timing for the implementation as mutually agreed upon by the parties.

## Software Installation and Configuration

TripSpark will install the software remotely on the Customer's network. The Software will be installed once (1) within the test environment. TripSpark will also provide assistance with transitioning the Software to the production environment.

The Customer may be required to add/modify port filtering rules in their firewall, to facilitate the communication between Novus, the Notifications service, and cloud-based services with TripSpark support as required. The Customer must have a test environment at their facility that can be used for testing new versions of the Software. The Customer's test environment must include a test version of Novus (complete with its database) that is configured the same way as in the production environment. It is the Customer's responsibility to ensure adequate user testing is completed before implementation of the Software in a live environment. It is also the Customer's responsibility to ensure that all tests are performed with test Voice/SMS numbers - not numbers of their actual Customers.

## Training

Training provided will be based on TripSpark standard training agendas. Training methodology follows a train-the trainer approach. Training sessions will vary in length dependent on topic. Training will be provided remotely, utilizing Zoom as the preferred platform. Each session can be attended by up to six (6) employees.

- Up to four (4) hours of Remote System Administrator Training, consisting of:
  - Configuration and maintenance of administrative functions in the Notifications interface related to Notification Types, Communication Modes, Agency Information, Notifications, Customer Configuration, Email/Voice/SMS Parameters
- Up to four (4) hours of Remote Advanced Functionality and User Training, consisting of:
  - User training for front line staff, including overview of Notifications, types of messaging and what is required in Novus in order to trigger notifications

In addition to training, TripSpark will provide one (1) digital copy of all available user documentation. Customer is free to create copies of the provided documentation for their users.

Users will also have access to recorded training videos and online sessions provided through mytripspark.com, as described in our standard support documentation.



Customer's resources are encouraged to participate in all training sessions related to their field, as outlined in the Operational Review.

**For remotely accessed training sessions attendees will require:**

- Networked computer with access to the internet
- Necessary Software (i.e., WebEx Customer) installed and ready to go
- For groups in a single room, LCD projector to display the material and computers per student with access to the test environment
- Telephone or headset and microphone for audio portion
- If the items above are not available, TripSpark will work with Customer to identify alternative arrangements.

## **User Acceptance Testing (UAT)**

Customer must complete testing of Notifications with internal testing accounts using local or agency phone numbers. It is estimated that User Acceptance Testing should take up to 2 (two) weeks. TripSpark will be available for support during this time if configuration changes are required. Customer is responsible for creating use cases that best demonstrate common business processes in order to ensure testing is appropriately covering real business situations.

TripSpark will provide UAT templates created for general use which can be adapted by Customer for Customer's operationally specific use.

Upon completion of the UAT, TripSpark and the Customer will mutually agree upon a Soft Launch Go-Live date.

## **Go-Live Support**

### **Soft Launch Go-Live**

Customer should enroll an ideal sample population of passengers in Notifications for a pilot run. These passengers are expected to provide quality feedback and thoroughly communicate their experiences. TripSpark will be available for support during this time if configuration changes are required.

### **Full Launch Go-Live**

Upon completion of Soft Launch for Notifications, you can now enroll all passengers at their discretion. TripSpark will be available for support during this time if configuration changes are required.

Note: TripSpark highly discourages mass enrolments, in order to maintain HIPAA compliance. The recommended method is an opt-in approach where users can confirm phone numbers and email addresses prior to any notifications being sent.

## Software Acceptance Period

The final phase of the implementation will be Software Acceptance testing while Software is in Production.

The Software Acceptance period is expected to be approximately ten (10) business days.

Upon completion of Software Acceptance, Customer will be eligible to go into TripSpark's Customer Care program.

## Transition to Customer Care

Following Software Acceptance TripSpark will schedule a Transition meeting with the Customer to discuss ongoing Customer Care support. When Customer is in customer care, Customer will be eligible for upgrades, 24/7 support, webinars, etc. subject to TripSpark's Customer Care policies.

## TripSpark Resource Responsibilities

TripSpark will provide Project Management and Off-Site Support of the Notifications application to Customer. These services will consist of the following:

- The TripSpark PM will provide bi-weekly reports to Customer's PM. These reports will be based on TripSpark standards and will consist of project team information, current status, and next steps.
- For the duration of the implementation the TripSpark technical product expert will be available for consultation off-site via phone or email.

## Customer Resource Responsibilities

If Customer causes delays by not adhering to the below responsibilities and requirements listed in this SOW, and these delays result in additional service work being incurred by TripSpark, then TripSpark reserves the right to charge Customer additional services fees, which shall be the responsibility of the Customer.

The table below identifies the resource requirements for the Customer.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Customer and TripSpark	20% of time for duration of project.	<ul style="list-style-type: none"><li>○ Coordinate the scheduling of all of the Customer's resources.</li></ul>

Resource	Description	Time Dedication	Tasks
			<ul style="list-style-type: none"> <li>○ Coordination of conference calls and meetings, as required.</li> <li>○ Prepare training facilities and coordinate training sessions.</li> <li>○ Coordinate completion of data development.</li> <li>○ Coordinate completion of user acceptance testing.</li> </ul>
Subject Matter Expert	Someone with intimate knowledge of the processes and procedures	75% of time for duration of project.	<ul style="list-style-type: none"> <li>○ Participation in the completion of the Operational Review.</li> <li>○ Participation in all training sessions.</li> <li>○ Assist PM with completion of user acceptance testing and data development.</li> </ul>
System Administrator		25% of their time for the duration of the project.	<ul style="list-style-type: none"> <li>○ Procure and configure hardware to a TripSpark Ready specification as per each Software product's Tech Sheet (where available).</li> <li>○ Participate in System Administration training</li> <li>○ Provide TripSpark Remote Desktop (RDP) over secured Virtual Private Network (VPN) access to servers where Novus and Novus databases will be installed.</li> </ul>
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	<ul style="list-style-type: none"> <li>○ Execute user acceptance testing.</li> </ul>
End Users		50% of their time during the training	<ul style="list-style-type: none"> <li>○ Participate in end user training.</li> </ul>

Resource	Description	Time Dedication	Tasks
		and transition phase of the project.	

## Timeline

TripSpark's Project Manager will reach out within three (3) weeks from the execution of this agreement in order to schedule a kick-off call. The kick-off call shall be scheduled as agreed upon by both parties.

TripSpark's Project Manager will reach out within two (2) weeks from the kick-off call in order to schedule the Operational Review. The Operational Review meeting shall be scheduled as agreed upon by both parties.

The services as outlined in this document can be completed within approximately three (3) months from the Operational Review. During the Operational Review, a project plan will be prepared for this software module.

## Assumptions

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

- Customer is responsible for the purchase and installation of any required server hardware and Microsoft SQL databases, SQL must be used for the database. (servers shall be preconfigured to TripSpark's specifications)
- Software will be delivered 'off-the-shelf'. Off the shelf means:
  - Software will be installed "as-is" (no customizations) and existing functionality within the Software will be used or adapted for the needs of this project. Feature requests or improvements will be considered after Software Acceptance for this project is completed.
- Customer is responsible for the payment of fees associated with their usage of the Notifications Software
- Notifications are in English only
- It is assumed this Software will take advantage of existing TripSpark infrastructure, data sources and software unless otherwise stated
- Customer is responsible for providing a server for their test environment and production environment

- Customer will provide physical servers or VMs that meet TripSpark's minimum hardware specifications and network diagram that will be provided at the project Operational Review. If Customer chooses to be use VMs Customer will be solely responsible for setting up, maintaining, diagnosing, or troubleshooting VMs. (If this is an on-premises installation).

## **EXHIBIT D: STATEMENT OF WORK**

### **Statement of Work: DriverMate**

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

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

### **Overview**

This implementation involves the following high-level tasks:

- Operational Review
- Software Installation and Configuration
- Training
- User Acceptance Testing
- Hardware Pilot
- Hardware Roll-Out
- Go-Live Support

### **Operational Review**

The operational review will involve a series of meetings and conference calls with Customer's project team to discuss the business requirements.

The goal of the operational review is to:

- Review Customer business requirements and operational needs
- Review business processes to identify any takeaways that require mitigate strategies
- Provide any sample marketing materials that the Customer may be able to use
- Review the Scope of Work and finalize project timelines and the project plan

The outcome is an operational review document (ORD) outlining the understanding gained from the meetings, identifying the deliverables, and the timing for the implementation as mutually agreed upon by the parties.

### **Software Installation and Configuration**

TripSpark will install the Software remotely on the Customer's network. The Software will be installed once (1) within the test environment. TripSpark will also provide assistance with transitioning the Software to the production environment.

Customer must have a test environment at their facility that can be used for testing new versions of the Software. It is Customer's responsibility to ensure adequate user testing is completed before implementation of the Software in a live environment.

### **In-Vehicle**

TripSpark will train Customer to load and configure the in-vehicle/remote Software.

## **Training**

Training provided will be based on TripSpark standard training agendas. Training methodology follows a train-the trainer approach. Training sessions will vary in length dependent on topic. Training will be provided remotely, utilizing Zoom as the preferred platform. Each session can be attended by up to six (6) employees.

- Up to one (1) day of Driver Trainer Training
- Up to one (1) day of Dispatch Training
- Up to four (4) hours of Training in the Administrative functions of the Software.

In addition to training, TripSpark will provide one (1) digital copy of all available user documentation. Customer is free to create copies of the provided documentation for their users.

Users will also have access to recorded training videos and online sessions provided through mytripsark.com, as described in our standard support documentation.

Customer's resources are encouraged to participate in all training sessions related to their field, as outlined in the Operational Review.

### **For remotely accessed training sessions attendees will require:**

- Networked computer with access to the internet
- Necessary Software (i.e., WebEx Customer) installed and ready to go
- For groups in a single room, LCD projector to display the material and computers per student with access to the test environment
- Telephone or headset and microphone for audio portion
- If the items above are not available, TripSpark will work with Customer to identify alternative arrangements.

## **User Acceptance Testing**

The final phase of the implementation will be acceptance testing. This involves Customer utilizing the Software in the test environment to ensure the Software functions according to the Documentation.

We estimate the duration of user acceptance for this implementation to be approximately two (2) weeks.

## **Rollout**

The Customer will install the hardware units on the fleet.

## **Go-Live**

Go Live is critical to ensure the solution is adopted and used properly by staff, as often issues are not discovered until using a live environment with real-time conditions and situations. TripSpark will provide up to five (5) days of Go Live support as part of this SOW.

## **Software Acceptance Period**

The final phase of the implementation will be Software Acceptance testing while Software is in Production.

The Software Acceptance period is expected to be approximately ten (10) business days.

Upon completion of Software Acceptance, Customer will be eligible to go into TripSpark's Customer Care program.

## **Transition to Customer Care**

Following Software Acceptance TripSpark will schedule a Transition meeting with the Customer to discuss ongoing Customer Care support.

## **TripSpark Resource Responsibilities**

TripSpark will provide Project Management and Off-Site Support of DriverMate at Customer. These services will consist of the following:

- The TripSpark PM will provide bi-weekly reports to Customer's PM. These reports will be based on TripSpark standards and will consist of; project team information, current status and next steps.
- For the duration of the implementation the TripSpark technical product expert will be available for consultation off-site via phone or email.

## **Customer Resource Responsibilities**

If Customer causes delays by not adhering to the below responsibilities and requirements listed in this SOW, and these delays result in additional service work being incurred by TripSpark, then TripSpark reserves the right to charge Customer additional services fees, which shall be the responsibility of the Customer.

The table below identifies the resource requirements for the Customer.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Customer and TripSpark	20% of time for duration of project.	<ul style="list-style-type: none"> <li>○ Coordinate the scheduling of all of the Customer's resources.</li> <li>○ Coordination of conference calls and meetings, as required.</li> <li>○ Prepare training facilities and coordinate training sessions.</li> <li>○ Coordinate completion of data development.</li> <li>○ Coordinate completion of user acceptance testing.</li> </ul>
Subject Matter Expert	Someone with intimate knowledge of the processes and procedures	75% of time for duration of project.	<ul style="list-style-type: none"> <li>○ Participation in the completion of the Operational Review.</li> <li>○ Participation in all training sessions.</li> <li>○ Assist PM with completion of user acceptance testing and data development.</li> </ul>
System Administrator		25% of their time for the duration of the project.	<ul style="list-style-type: none"> <li>○ Procure and configure hardware to a TripSpark Ready specification as per each Software product's Tech Sheet (where available).</li> <li>○ Participate in System Administration training</li> <li>○ Provide TripSpark Remote Desktop (RDP) over secured Virtual Private Network (VPN) access to servers where DriverMate</li> </ul>



Resource	Description	Time Dedication	Tasks
			and DriverMate databases will be installed.
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	<ul style="list-style-type: none"> <li>Execute user acceptance testing.</li> </ul>
End Users		50% of their time during the training and transition phase of the project.	<ul style="list-style-type: none"> <li>Participate in end user training.</li> </ul>

### Timeline

This implementation can be completed within approx. three (3) months from delivery of Tablet's at Customer assuming Novus DR is already in operational use. During the operational review, a project plan will be prepared for each Software module.

### Assumptions

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

- Software will be delivered 'off-the-shelf'.
- The Google map data set embedded in Android will be used for DriverMate.
- Microsoft SQL will be used for the database.
- Customer is responsible for the installation and mounting of Android tablet devices.
- Customer is responsible for the purchase and maintenance of devices & wireless data plans from a public wireless carrier (500MB minimum, 1GB recommended per vehicle, per month: pooled plan)

## **EXHIBIT D: STATEMENT OF WORK**

### **Statement of Work: Streets, MyRide**

The following information defines the implementation Services to be provided by TripSpark for the Streets Software and Equipment as well as the effort that will be required from Customer staff and resources.

Unless otherwise indicated, TripSpark will provide ‘standard’ implementation Services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark. Any special requirements will be considered a change request and processed through our standard change request system. The remainder of this Statement of Work (SOW) provides details concerning the tasks and effort required to support the Software and Equipment

#### **Overview**

This project will consist of the installation of TripSpark’s Ranger or myDrive Equipment hardware onto 14 (13 plus 1 spare) Fixed Route vehicles. The Software and Equipment will be implemented on a public cellular network. Also, part of this project is the introduction of TripSpark’s Streets Software into Customer’s day-to-day operations. The Software will be utilized to perform all day-to-day fixed route dispatching and scheduling functions. Unless otherwise noted, TripSpark will be providing its standard Software with no customizations.

#### **Fixed Route**

This portion of the project will involve the full installation and commissioning of the following Equipment on the entirety of the fleet of fixed route vehicles:

- TripSpark Ranger or myDrive mobile data terminals.

The Ranger or myDrive Equipment will be configured to communicate with the TripSpark Software via a public cellular data network.

### **Passenger Information**

MyRide will offer passengers near real-time information regarding the current fixed route vehicle position through a publicly accessible website or through the use of SMS text messages. The information that is displayed by MyRide is derived from the data that is gathered via Ranger or myDrive and passed to Streets Software. TripSpark will ensure that the Streets Software is accurately passing information to MyRide Software. Customer will be responsible for educating the public on the use of the MyRide website and SMS service.

In addition to near real-time updates on vehicle position, the MyRide website offers an automated trip planning service integrated with Google Maps and SMS or e-mail alerts to notify subscribers in real-time every day. TripSpark will provide the standard MyRide website offering but will customize the website with the Customer's branding logo and colors.

Users will be able to text "<Keyword> <Route name> <Stop code>" to a SMS code to receive near real-time information about the next buses at that stop. The restrictions on each portion of the text message are as follows:

- Keyword – 3-5 characters subject to availability
- Route name – max 5 characters, alpha numeric (recommend 2 numeric or less).
- Stop code – max 10 characters, alpha numeric (recommend 4 numeric or less),
- SMS code – short code (5 digits) or long code (10 digits) depending on Customer plan chosen

Example: Text "Blue 13 2103" to 41411

TripSpark will provide the current production release of the MyRide Software.

## Products To Be Delivered

THE EQUIPMENT TO BE IMPLEMENTED AS PART OF THIS PROJECT ARE IDENTIFIED BELOW:

1. Ranger– Mobile Data Terminal or myDrive (see below for details concerning Hardware configuration).
2. XGate/XMobile Manager Software
3. Streets CAD/AVL Software – 2 workstation licenses – including:
  - a. Streets Scheduling Tool
  - b. Streets Reports
  - c. Streets Google GTFS Static Export
  - d. ESRI Map Data
4. Streets MyRide Passenger Information Software

The Software will be provided 'off-the-shelf'. Features and functions of the Software will conform to those outlined in the Documentation.

## Equipment Configuration for Fixed Route Vehicles

The TripSpark Ranger or myDrive Equipment

## Equipment and Software Deliverables – Fixed Route Pilot and Rollout

- (14) Ranger MDTs (Internal modem, GPS, Wi-Fi) or myDrive
- (14) Mounting Brackets
- (14) Cabling
- (14) Mobile Application License
- (14) In-vehicle Variable Message Signs
- (14) XGate per Unit License
- (14) XMobileManager per Unit License
- (1) USB Programming Kit
- (1) Training Kit

## Documentation Deliverables

- TripSpark will supply its standard Documentation as part of this project.

## Roles and Responsibilities of Each Party

To support this project, TripSpark will follow the project methodology specified below. Unless otherwise indicated below, all other implementation Services will be TripSpark's 'standard' implementation Services as defined by TripSpark. Any special requirements not specified below may be considered a change request and processed through our standard change request process.

Travel expenses have been quoted based on a minimum of 2 weeks' notice for travel dates. Insufficient travel notice will result in additional travel expenses being incurred by Customer to cover the higher cost of last minute travel.

## TripSpark

### General

- Act as single point of contact for Customer during implementation, including for third-party subcontractors

### Equipment

- Deliver in-vehicle Equipment and training according to project plan
  - Subcontract and manage installation of in-vehicle Equipment. Installations will occur during regular business hours only.
  - Configure in-vehicle Equipment for operation with the Software
  - Provide troubleshooting support as required

### Software

- Install Streets Software
- Install XGate and XMM Software
- Provide TripSpark's standard MyRide Software described above
- Software will be delivered 'off-the-shelf'

## Customer

### General

- Be responsible for any third party interface fees and Software updates to enable J1708 communication (if required) to existing 3<sup>rd</sup> party Equipment.
- Be responsible for existing equipment on its buses not provided explicitly by TripSpark, and any repairs or replacements required for existing equipment meant to interface to TripSpark's Software. This includes emergency switches, existing cabling, existing equipment, and interfaces, etc. if not explicitly supplied by TripSpark.
- Obtain necessary permits or permissions for any activities requiring outside authorization
- Purchase/provide any power converters required for in-vehicle Equipment if necessary
- Provide a safe and secure location to store in-vehicle components prior to installation
- Provide a test environment at their facility that can be used for testing new versions of the Software. It is Customer's responsibility to ensure adequate user testing is completed before implementation of the Software in a live environment.

### Operations

- Provide GIS base maps, information on bus stop locations and bus route data
- Work with the installer, Maintenance, and TripSpark to select Equipment locations in each vehicle
  - Final location selection will be determined by the city
  - Cabinets are recommended but not mandatory – Equipment can be mounted on existing bus framework within the driver cockpit if desired
- Choose and schedule vehicles for installation once the rollout schedule is confirmed by all stakeholders (TripSpark, Customer, and the installer)
- Provide the vehicles for installation and a workspace for the installer at a single central location
- Data entry/verification including but not limited to stops, routes, schedules, and timepoints

### Maintenance

- Perform troubleshooting with assistance from the TripSpark project team as required
- Work with the installer, Operations, and TripSpark to select Equipment locations in each vehicle
- Maintain all in-vehicle Equipment once installed by TripSpark

### Information Technology

- Supply any non-specialized hardware (servers, workstations, monitors, etc.) required for hosting and accessing the Streets Software
- Modify internal network to ensure proper communications between Streets Software servers and workstations if necessary
- Configuration of router/firewall to allow two-way IP-based communications with the mobile devices
- Provide TripSpark with access to Streets Software servers via the internet (e.g., VPN, PCAnywhere, etc.) for remote troubleshooting/support

- Procure a public cellular network contract with a TripSpark supported provided for in-vehicle Equipment to communicate with central servers

## Resource Requirements

### TripSpark

The table below identifies the resource requirements for TripSpark.

Resource	Description	Time Dedication	Tasks
Project Manager	Coordinates all implementation efforts on the TripSpark side. Single point of contact at TripSpark for Customer.	<ul style="list-style-type: none"> <li>• 70% of time for duration of project.</li> </ul>	<ul style="list-style-type: none"> <li>• Create and maintain project plan.</li> <li>• Coordinate delivery of hardware and Software deliverables according to project plan.</li> <li>• Coordinate the scheduling of all TripSpark resources.</li> <li>• Communicate requirements for Customer resources.</li> <li>• Management of subcontractors to ensure tasks are completed on schedule.</li> <li>• Schedule and manage conference calls and meetings.</li> <li>• Coordinate training sessions.</li> <li>• Coordinate completion of data development.</li> <li>• Coordinate acceptance testing.</li> <li>• Ensure TripSpark invoices in a timely fashion after milestone completion.</li> </ul>
In-vehicle Deployment Specialist	Responsible for implementing Equipment.	<ul style="list-style-type: none"> <li>• 40% of time for duration of Ranger or myDrive/CAD-AVL implementation, up to 60% during Design, Execution, and</li> </ul>	<ul style="list-style-type: none"> <li>• Populate the hardware kits.</li> <li>• Assist installer in prototyping the install of the hardware on the vehicles.</li> <li>• Configure hardware.</li> <li>• Troubleshoot issues, if required.</li> </ul>

Resource	Description	Time Dedication	Tasks
		Testing and Installation phases.	<ul style="list-style-type: none"> <li>• Participation in training sessions as needed.</li> </ul>
Fixed end / Central System Deployment Specialist	Responsible for implementing Software.	<ul style="list-style-type: none"> <li>• 40% of their time for duration of Ranger or myDrive/CAD-AVL implementation, up to 60% during Design, Execution, and Testing and Installation phases.</li> </ul>	<ul style="list-style-type: none"> <li>• Lead resources during Engineering and Design phase</li> <li>• Install and configure Software.</li> <li>• Participation in training sessions as needed.</li> </ul>

## Customer

The table below identifies the resource requirements for Customer.

Resource	Description	Time Dedication	Tasks
Project Manager	Coordinates all efforts between Customer and TripSpark. Main point of contact for TripSpark.	<ul style="list-style-type: none"> <li>• 40% of their time for duration of project.</li> </ul>	<ul style="list-style-type: none"> <li>• Coordinate the scheduling of all of Customer resources.</li> <li>• Coordination of conference calls and meetings, as required.</li> <li>• Prepare training facilities.</li> <li>• Coordinate training sessions.</li> <li>• Coordinate completion of data development.</li> <li>• Coordinate completion of user acceptance testing.</li> <li>• Coordinate payment of TripSpark invoice in a</li> </ul>

Resource	Description	Time Dedication	Tasks
			timely fashion (30 days from receipt of invoice).
Subject Matter Expert	Someone with intimate knowledge of the operator and mechanical processes and procedures at Customer.	<ul style="list-style-type: none"> <li>• 30% of their time during Planning, Design, Execution, and Testing phases.</li> </ul>	<ul style="list-style-type: none"> <li>• Participation in the completion of the Operational Review.</li> <li>• Participation in all training sessions.</li> <li>• Assist PM with completion of user acceptance testing and data development.</li> </ul>
System Administrators	Business and Technical Administrators of the Software	<ul style="list-style-type: none"> <li>• 25% of their time for the duration of the project.</li> </ul>	<ul style="list-style-type: none"> <li>• Procure and configure hardware to a “TripSpark Ready State” (i.e., operating system and RDBMS installed, connected to the network, servers and workstations configured, etc. as per each Software product’s Tech Sheet (where available)).</li> <li>• Participate in installation and configuration of Software</li> <li>• Implement and test recommended network infrastructure</li> <li>• Participate in system administration training.</li> </ul>
Testers	Responsible for user acceptance testing	<ul style="list-style-type: none"> <li>• 40% of their time during the Testing phase of the project.</li> </ul>	<ul style="list-style-type: none"> <li>• Execute user acceptance testing.</li> </ul>
End Users		<ul style="list-style-type: none"> <li>• 40% of their time during the Training and</li> </ul>	<ul style="list-style-type: none"> <li>• Participate in end user training.</li> </ul>



Resource	Description	Time Dedication	Tasks
		Transition phase of the project.	

## Project Methodology and Work Plan

TripSpark will adapt its standard project methodology to include the requirements from Customer. The phases for this project will be:

- Phase 1 – Project Initiation,
- Phase 2 – System Design
- Phase 3 – Project Execution,
  - Phase 3a – Project Testing and Installation,
  - Phase 3b – Training and Transition.
- Phase 4 – Transition to Maintenance (System Acceptance)

### Phase I: Project Initiation

Prior to any Services being performed by TripSpark, Customer will be required to provide an executed purchase order (PO) for the value of the project.

### Customer Responsibilities

- Project Budget,
- System requirements as identified by TripSpark to operate the Software and Equipment in accordance with the Documentation,
- Schedule Customer personnel for Project Kick-Off and Preliminary Design Review meetings.

Resources required from Customer to complete these tasks include:

Customer Project Manager, Customer Project Sponsors/Steering Committee/Executives, Customer Procurement and Legal

### Phase II: System Design

During this phase, TripSpark will organize a series of formal meetings with Customer stakeholders to execute the project kick-off meeting, on-site surveys, and review the System Design Document (SDD).

### Kick-off Meeting

The kick-off meeting is used to gather key stakeholders to review the scope, schedule, and expectations for this project.

## Operational Review

The goal of this meeting will be to review business processes (scheduling/operations), Customer selection of available data (mapping/GIS, bus stops, vehicle types, ancillary data, etc.), review of existing website and future plans, discussion of various strategies (training/testing/deployment), roll-out (and roll-back) plans and finalize project timelines and milestones.

## Vehicle Survey

TripSpark performs a detailed survey of the installation location and each vehicle type for installation to determine the exact details for the installation of the Equipment. The information from the surveys is used to design and produce the vehicle installation drawings and guides for use during the actual installations.

## Network Survey

TripSpark will perform an on-site survey to complete a detailed analysis of Customer's existing infrastructure including current network design, physical space, cooling and power availability, and security requirements. Following the site survey, a complete set of design drawings will be generated.

## System Design Document

The SDD consists of individual submittals for each phase of the System as described hereunder and is delivered at the end of this phase.

## Customer Responsibilities

- Participate with TripSpark during on-site surveys, SDD meetings,
- Provide documentation on business processes,
- Communicate business processes and onsite contractor policies,
- Highlight critical processes related to the operation of the Software,
- Participate in review of the SDD documentation to ensure accuracy and completeness,
- Approve submissions in a timely fashion.

Resources required from Customer to complete these tasks include:

Customer Project Manager, Customer Project Sponsors/Steering Committee/Executives, Customer Marketing executive and (if necessary) hosting partner technical resources, Customer Project Champions/Business Leads (Operations, Maintenance, Security, IT, etc.)

## Phase III: Project Execution

Following the approval of the System Design documentation package, the project will move into the execution phase. During the execution phase, the following activities occur network hardware procurement, data load and role configuration and system staging, mobile hardware manufacturing and staging, and Software installation

and integration testing. A pilot phase and a rollout phase are included as parts of the project execution phase overall.

TripSpark will install the Software on Customer servers. The Equipment will be pre-programmed based on the requirements gathered in the previous phases. The Mobility Software may be adjusted during the pilot. After the pilot, Customer will use TripSpark's XMM Software to push out any Software changes on the Equipment.

*Streets Reports will be installed in this phase along with the other Software.*

### Customer Responsibilities

- Regular status updates,
- Provide assistance as necessary,
- Procurement and configuration of required hardware (in a TripSpark ready state),
- Status updates,
- Participate in training (as required),
- Provide suitable training environment,
- Provide access to network/hardware as required,
- Participation in the creation of use cases,
- Provision of necessary data (GIS, schedules, etc.)

Resources required from Customer to complete these tasks include:

Customer Project Manager, Customer Project Champions/Business Leads (Operations, Maintenance, Security, IT, etc.), Customer end users

### Phase IIIa: Testing and Installation

#### Prototype Testing and Installation Testing

At this stage, a subset of the vehicles will be installed and used to confirm that all Equipment operates in accordance with the Documentation. After deficiencies have been corrected, all in-vehicle Equipment will be installed on the entire fleet.

TripSpark specialists will support the installer, who will install all in-vehicle hardware on vehicles.

Customer is responsible for scheduling the fleet of vehicles to receive the installation once the rollout schedule is confirmed by all stakeholders (TripSpark, Customer, and the installer). Should any vehicles be made unavailable during any of the confirmed installation schedules, Customer may substitute a different vehicle so the number of vehicles available for install remains the same. If no other vehicle is available for substitution, the cost of additional time and resource for separate installs will be considered out of scope and will require a change order.

TripSpark will perform Installation Testing on each pilot vehicle after installation is complete to confirm operation of Equipment in accordance with the Documentation. Any installation testing required for rollout vehicles is Customer's responsibility. At a minimum, the installation test for each unit shall consist of (as applicable): power-up/power-down tests; log-on/log-off tests; verification of major functions, and verification of operational interfaces to other devices. Any deficiencies shall be rectified before the initiation of SAT (see below). *Once an installation is completed and passes the installation test, all further hardware troubleshooting will be accomplished by Customer's maintenance staff. TripSpark will be available for consultation until System Acceptance.*

### Customer Responsibilities

- Assigning a point of contact and a location for delivery of Equipment,
- Scheduling installation of vehicles,
- Participation in the prototype testing,
- Participation in installation testing (if desired for pilot vehicles)
- Completion of installation testing (if desired for rollout vehicles)
- Participation on SAT,

Resources required from Customer to complete these tasks include:

Customer Project Manager, Customer Project Champions/Business Leads (Operations, Maintenance, Security, IT, etc.), Customer Maintenance/Vehicle Inspection Team

### Phase IIIb: Training and Transition

Training will be based on TripSpark standard training agendas in coordination with Customer driver trainers. Training sessions will vary in length dependent on topic. TripSpark will also provide instructions, Documentation and support necessary to train a system administrator (specified by Customer) on troubleshooting and diagnostic techniques.

Refer to Appendix A for curricula of TripSpark's standard training sessions. The following training sessions are supplied as part of this project:

- Streets CAD/AVL overview training - 1.5 - 2 hours. Includes Dispatch overview and insight into Ranger or myDrive capabilities as well for 360 view of operations.
- Streets CAD/AVL dispatch training – Up to three (3) 2.5-hour sessions maximum of 6 attendees/session
- in-vehicle training for drivers – up to three (3) 1.5 hour train the trainer sessions maximum of 10 attendees/session
- System administration training - Up to one (1) 4 hours of remote training for Admin; Up to two (2) 4-hours remote training for Schedule

- Maintenance/installation training - Up to 4-hours of training
- Streets CAD/AVL reports training – Up to 3-hours remote training approx. 1 month after pilot week
- Streets MyRide Training – Up to 3 Hours of remote training after pilot week and once roll out has commenced.

In addition to training, TripSpark will supply one (1) digital copy of all available user manuals. Customer is free to create copies of the manual for their users. TripSpark will also provide printed and electronic material as ‘quick reference guides’ for certain aspects of the Software.

Users will also have access to recorded training videos and online sessions provided through myTripSpark.com, as described in TripSpark’s Documentation.

Ideal training environments include:

- One workstation with access to all TripSpark Software.
- LCD projector
- Training units for trainees and trainer

If the items above are not available, TripSpark will work with Customer to make alternative arrangements.

### Customer Responsibilities

- Schedule employees to receive training
- Provide resources necessary for classroom training (proper room, PCs for training, etc.)

Resources required from Customer to complete these tasks include:

Customer Project Manager, Customer Project Team (Operations, Maintenance, Security, IT, etc.), Customer Maintenance/Vehicle Inspection Team, Customer Operations, Customer Dispatch and Supervisors

### Phase 4: Transition to Maintenance (System Acceptance)

#### System Acceptance Testing (SAT)

Once all available vehicles have been installed the SAT will be carried out as per TripSpark’s standard procedures. The purpose of the SAT is to ensure that the Software and Equipment operate as specified in the Documentation. Criteria for SAT acceptance will be based on TripSpark’s standard SAT criteria and governed by the Software acceptance provisions of the Agreement between Customer and TripSpark.

### Assumptions:

- TripSpark will supply its standard Documentation as part of this project.
- Software will be delivered ‘off-the-shelf’.

- Microsoft SQL must be used for all required databases.
- The Software will be provided ‘off-the-shelf’. Features and functions of the Software will conform to those outlined in the provided Documentation.
- Travel expenses have been quoted based on a minimum of 2 weeks’ notice for travel dates. Insufficient travel notice will result in additional travel expenses being incurred by Customer to cover the higher cost of last-minute travel.
- Customer shall obtain necessary permits or permissions for any activities requiring any 3rd-party or outside authorization.
- Customer shall utilize a test environment with their Streets software system that can be used for testing new versions of the Software. It is Customer’s responsibility to ensure adequate user testing is completed before implementation of any Software in a live environment.
- Unless otherwise noted, all implementation services, materials and training will be provided in English.
- Unless otherwise noted, all implementation Services are provided during TripSpark’s business hours.
- Unless otherwise noted, TripSpark will be providing its default Software solutions with no customizations and will take advantage of any existing data sources and software that are available.
- Customer will be responsible for all dispatcher workstation hardware needed for the CAD/AVL system. Workstations shall be preconfigured to TripSpark’s specifications.
- If Customer chooses to go with an on-premises software solution, Customer will provide and configure all server and workstation hardware needed for the CAD/AVL system prior to installation. Customer must provide TripSpark access to install the central software remotely into Customer’s server environment. Customer will modify their internal network to ensure high-speed communications between the servers and the mobile devices. Customer shall utilize a test environment with their system that can be used for testing new versions of the software. It is Customer’s responsibility to ensure adequate user testing is completed before implementation of the software in a live environment.
- Customer will be responsible for the SMS fees and IVR fees (if applicable), which are based on monthly usage by riders of the MyRide passenger information system.
- TripSpark’s Ranger or myDrive Equipment can use its embedded LTE modem for data communications. There is also the option of using a cellular router supplied by TripSpark or Customer. If a router is present, TripSpark’s system will use the router for wireless communication by means of an Ethernet connection to a spare port on the router. Customer is responsible for acquiring Ethernet cables.

- Customer will be responsible for providing data plans for the Ranger or myDrive with the carrier of their choice that provides a minimum of 100 MB per Ranger or myDrive per month. Pooled M2M plans are recommended. TripSpark will be available for consultation and must confirm the selected carrier.
- Customer will provide information on bus stop locations and bus route data.
- Customer will choose and schedule the vehicles for installation at a single central location once the schedule is confirmed by all stakeholders.
- Customer shall provide a safe and secure location to store in-vehicle components prior to and during installation.
- Customer will not write to or modify the Streets database
- TripSpark will assist Customer with the initial input of the stop and route data while also training Customer staff on this task, so they are able to perform maintenance on their system after system acceptance. Data entry/verification may include but is not limited to stops, routes, schedules, and time-points.
- Customer will be responsible for maintaining all in-vehicle equipment once installed by TripSpark and be responsible for the swap-out maintenance of in-vehicle equipment during and after the warranty period, without expense to TripSpark. Customer will perform troubleshooting with assistance from the TripSpark project team as required.
- Customer and/or their designated Maintenance personnel, together with the Installer and TripSpark, will select equipment mounting locations in each vehicle. Final selection will be determined by Customer.

## **EXHIBIT D: STATEMENT OF WORK**

### **Statement of Work: Streets Service Interruptions**

The following information defines the implementation Services to be provided by TripSpark for the Streets Service Interruptions Software as well as the effort that will be required from Customer staff and resources.

Unless otherwise indicated, TripSpark will provide ‘standard’ implementation Services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark. Any special requirements will be considered a change request and processed through our standard change request system.

#### **Overview**

THIS IMPLEMENTATION INVOLVES THE FOLLOWING HIGH LEVEL TASKS:

1. Project Design
2. Software Installation and Configuration
3. System Administrator Training
4. Go-live Support

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

- Customer is responsible for the purchase and installation of any required server hardware (servers shall be preconfigured to TripSpark's specifications)
- Software will be delivered 'off-the-shelf'
- Microsoft SQL will be used for the database
- Streets version must be V6.1 or higher

The remainder of this Statement of Work (SOW) provides details concerning the tasks and effort required to support the tasks described above.

In addition, it is assumed this Software will take advantage of existing TripSpark infrastructure, data sources and Software unless otherwise stated.

## Timeframe

This implementation can be completed within approx. three (3) months from installation of the Software at Customer. During the operational review, a project plan will be prepared for each Software module.

## TripSpark Implementation Services

The implementation Services below will be provided by TripSpark. All implementation Services, materials and training will be provided in English, unless otherwise stated.

## Project Design

Project design will involve a series of meetings and conference calls with Customer's project team to discuss the following items:

Existing infrastructure (back office, network, cellular, etc.)

Current operational environment (policies/procedures) as they relate to detours.



Software configuration

Testing and Training requirements

Finalize project timelines

Final project plan, test, training, and transition strategies

Evaluation of current version of Streets and determine if upgrade is necessary

Review of configuration files for the necessary provider statements

## Software Installation and Configuration

### Back Office

TripSpark will perform the following:

- Prepare and test client and server configurations
- Create a test instance with client data. Test service interruptions.
- Install at Customer site
  - Create test interruptions
  - Test client-server communication
  - Verify the database commits and table structure

TripSpark will install the Software remotely on the Customer's network. The Software will be installed once (1) within the test environment. TripSpark will also provide assistance with transitioning the Software to the production environment.

Customer must have a test environment at their facility that can be used for testing new versions of the Software. It is Customer's responsibility to ensure adequate user testing is completed before implementation of the Software in a live environment.

## Training

Training provided will be based on TripSpark standard training agendas. Training sessions will vary in length dependent on topic. Each session can be attended by up to six (6) employees.

- Up to eight (8) hours of remote Service Interruptions Training

In addition to training, TripSpark will provide one (1) hard copy and one (1) digital copy of all available user Documentation. Customer is free to create copies of the hard copy Documentation for their users. TripSpark will also provide printed and electronic material in the form of 'quick reference guides' for certain aspects of the Software.

Users will also have access to recorded training videos and online sessions provided through myTripSpark.com, as described in our standard support Documentation.

### **TripSpark Off-Site Services**

TripSpark will provide Project Management and Off-Site Support Services for up to three (3) months from delivery of the Web application to the Customer. These Services will consist of the following:

- The TripSpark PM will provide bi-weekly reports to Customer's PM. These reports will be based on TripSpark standards and will consist of project team information, current status and next steps.
- For the duration of the implementation the TripSpark technical product expert will be available for consultation off-site via phone or email.

### **Customer Services**

The following tasks will be the responsibility of the Customer. These items will need to be completed in order to support the introduction of the Software.

Prior to any work being performed by TripSpark, Customer will be required to execute the TripSpark license and maintenance agreements and as amended and provide an executed purchase order (PO) for the value of the project.

### **Project Design**

Customer's staff will be required to participate in the required conference calls and meetings. In advance of the conference calls, Customer's staff may be required to collect information and respond to a simple survey.

### **Training**

Customer's resources are encouraged to participate in all training sessions related to their field, as outlined in the Operational Review.

FOR REMOTELY ACCESSED TRAINING SESSIONS ATTENDEES WILL REQUIRE:

Networked computer with access to the internet

Necessary Software (i.e., Webex client) installed and ready to go

For groups in a single room, LCD projector to display the material and computers per student with access to the test environment

Telephone or headset and microphone for audio portion

If the items above are not available, TripSpark will work with Customer to identify alternative arrangements.

### **Acceptance Testing**

The final phase of the implementation will be acceptance testing. This involves Customer utilizing the Software in the test environment to ensure the Software functions according to the Documentation.

We estimate the duration of user acceptance for this implementation to be approximately one (1) week.

## Customer's Resource Requirements

The table below identifies the resource requirements for the Customer.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Customer and TripSpark.	20% of time for duration of project.	<ul style="list-style-type: none"> <li>○ Coordinate the scheduling of all of the Customer's resources.</li> <li>○ Coordination of conference calls and meetings, as required.</li> <li>○ Prepare training facilities.</li> <li>○ Coordinate training sessions.</li> <li>○ Coordinate completion of data development.</li> <li>○ Coordinate completion of user acceptance testing.</li> <li>○ Payment of TripSpark invoice in a timely fashion (30 days from milestone completion).</li> </ul>
Subject Matter Expert	Someone with intimate knowledge of the processes and procedures	25% of time for duration of project.	<ul style="list-style-type: none"> <li>○ Participation in the completion of the Operational Review.</li> <li>○ Participation in all training sessions.</li> <li>○ Assist PM with completion of user acceptance testing and data development.</li> </ul>
System Administrator		10% of their time for the duration of the project.	<ul style="list-style-type: none"> <li>○ Procure and configure hardware to a 'TripSpark Ready State' (i.e., operating system and RDBMS installed, connected to the network, servers and workstations configured, etc. as per each Software product's Tech Sheet (where available)).</li> </ul>

Resource	Description	Time Dedication	Tasks
			<ul style="list-style-type: none"> <li>○ Participate in System Administration training.</li> </ul>
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	<ul style="list-style-type: none"> <li>○ Execute user acceptance testing.</li> </ul>
End Users		50% of their time during the training and transition phase of the project.	<ul style="list-style-type: none"> <li>○ Participate in end user training.</li> </ul>

#### **EXHIBIT D: STATEMENT OF WORK**

##### **Statement of Work: Streets Web Services**

The following information defines the implementation Services to be provided by TripSpark for the Streets Web Services Software as well as the effort that will be required from Customer staff and resources.

Unless otherwise indicated, TripSpark will provide ‘standard’ implementation Services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark. Any special requirements will be considered a change request and processed through our standard change request system.

##### **Overview**

THIS IMPLEMENTATION INVOLVES THE FOLLOWING HIGH LEVEL TASKS:

1. Up to half (0.5) a day of project management services consisting of off-site preparation and documentation
2. Up to two and a half (2.5) days of remote services for software installation and configuration

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

- Customer is responsible for the purchase and installation of any required server hardware (servers shall be preconfigured to TripSpark's specifications)
- Customer will provide a list of static IP Addresses (at least 1) from which Streets Web Services will be accessed once in production
- Software will be delivered 'off-the-shelf'; no customizations are included. Streets Web Services will provide at least:
  - o GPS location of individual bus
  - o Time stamp of GPS location
  - o Route on which the bus is operating
- Customer will be responsible for connecting to and interpreting the above information feed
- Customer will ensure proper industry standard procedures are used when connecting to web services to avoid putting excess strain on the Streets database and infrastructure
- Customer will not write to or modify the Streets database
- Streets version must be V6.4 or higher

The remainder of this Statement of Work (SOW) provides details concerning the tasks and effort required to support the tasks described above.

In addition, it is assumed this Software will take advantage of existing TripSpark infrastructure, data sources and Software unless otherwise stated.

## Timeframe

This implementation can be completed within approx. one (1) month from installation of the Software at Customer. During the operational review, a project plan will be prepared.

## TripSpark Implementation Services

The implementation Services below will be provided by TripSpark. All implementation Services, materials and training will be provided in English, unless otherwise stated. Any Services not explicitly defined below are not included in this SOW and will incur additional charges.

Travel expenses (if applicable) have been quoted based on a minimum of 2 weeks' notice for travel dates. Insufficient travel notice will result in additional travel expenses being incurred by Customer to cover the higher cost of last minute travel.

## **Project Design**

Project design will involve a series of meetings and conference calls with Customer's project team to discuss the following items:

Existing infrastructure (back office, network, cellular, etc.)

Software configuration

Testing requirements

Finalize project timelines

Final project plan, test, training, and go-live strategies

Evaluation of current version of Streets and determine if upgrade is necessary

## **Software Installation and Configuration**

### **Back Office**

TripSpark will perform the following:

- Prepare server configurations
- Enable Streets Web Services at Customer site
  - Set up Streets Web Services page in IIS on the designated Customer server
  - Test communication with that server internally (and externally if applicable)

TripSpark will install the Software remotely on the Customer's network.

It is Customer's responsibility to ensure adequate user testing is completed before Streets Web Services is used by any third party applications.

## **TripSpark Off-Site Services**

TripSpark will provide Project Management and Off-Site Support Services for up to one (1) month from delivery of the Web application at Customer. These Services will consist of the following:

- The TripSpark PM will provide bi-weekly reports to Customer's PM. These reports will be based on TripSpark standards and will consist of project team information, current status and next steps.
- For the duration of the implementation the TripSpark technical product expert will be available for consultation off-site via phone or email.

## **Customer Services**

The following tasks will be the responsibility of the Customer. These items will need to be completed in order to support the introduction of the Software.

Customer will provide a list of static IP Addresses (at least 1) representing servers that will access Streets Web Services.

## Project Design

Customer's staff will be required to participate in the required conference calls and meetings. In advance of the conference calls, Customer's staff may be required to collect information and respond to a simple survey.

## Acceptance Testing

The final phase of the implementation will be acceptance testing. This involves TripSpark and the Customer utilizing a testing tool to ensure Streets Web Services returns expected results. Expected Results will be based on TripSpark Web Services API documentation.

- "Webservices - FixedRouteRealtime- Methods Only V03"
- "Webservices - FixedRouteStatic- Methods Only V03"

The following methods will be tested:

- Static GetSchedules()
- Static GetRoutesbySchedule(scheduleKey)
- Static GetStopsbySchedule(scheduleKey)
- Realtime GetVehicles(applicationID)
- Realtime GetNextDepartTimesAtStop(applicationID, stopCode, numberOfResults)

We estimate the duration of user acceptance for this implementation to be approximately one (1) day.

## Customer's Resource Requirements

The table below identifies the resource requirements for the Customer.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Customer and TripSpark.	20% of time for duration of project.	<ul style="list-style-type: none"><li>○ Coordinate the scheduling of all of the Customer's resources.</li><li>○ Coordination of conference calls and meetings, as required.</li></ul>

Resource	Description	Time Dedication	Tasks
			<ul style="list-style-type: none"> <li>○ Coordinate completion of data development.</li> <li>○ Coordinate completion of user acceptance testing.</li> <li>○ Payment of TripSpark invoice in a timely fashion (30 days from milestone completion).</li> </ul>
Subject Matter Expert	Someone with intimate knowledge of the processes and procedures	25% of time for duration of project.	<ul style="list-style-type: none"> <li>○ Assist PM with completion of user acceptance testing and data development.</li> </ul>
System Administrator		10% of their time for the duration of the project.	<ul style="list-style-type: none"> <li>○ Procure and configure hardware to a 'TripSpark Ready State' (i.e., operating system and RDBMS installed, connected to the network, servers and workstations configured, etc. as per each Software product's Tech Sheet (where available)).</li> </ul>
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	<ul style="list-style-type: none"> <li>○ Execute user acceptance testing.</li> </ul>

#### **EXHIBIT D: STATEMENT OF WORK**

##### **Statement of Work: Streets GTFS Real Time**

The following information defines the implementation Services to be provided by TripSpark for the Streets GTFS Real Time Software as well as the effort that will be required from Customer staff and resources.

Unless otherwise indicated, TripSpark will provide 'standard' implementation Services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark. Any special requirements will be considered a change request and processed through our standard change request system.



## Overview

THIS IMPLEMENTATION INVOLVES THE FOLLOWING HIGH LEVEL TASKS:

1. Up to half (0.5) a day of project management services consisting of off-site preparation and documentation
2. Up to two (2.0) days of remote services for software installation and configuration
3. Up to half (0.5) a day of remote support services after delivery

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

- Customer is responsible for the purchase and installation of any required server hardware (servers shall be preconfigured to TripSpark's specifications)
- Software will be delivered 'off-the-shelf'; no customizations are included.
- Customer will not write to or modify the Streets database
- Streets version must be V6.4 or higher

The remainder of this Statement of Work (SOW) provides details concerning the tasks and effort required to support the tasks described above.

In addition, it is assumed this Software will take advantage of existing TripSpark infrastructure, data sources and Software unless otherwise stated.

## Timeframe

This implementation can be completed within approx. one (1) month from installation of the Software at Customer.

During the operational review, a project plan will be prepared.

## TripSpark Implementation Services

The implementation Services below will be provided by TripSpark. All implementation Services, materials and training will be provided in English, unless otherwise stated. Any Services not explicitly defined below are not included in this SOW and will incur additional charges.

Travel expenses (if applicable) have been quoted based on a minimum of 2 weeks' notice for travel dates.

Insufficient travel notice will result in additional travel expenses being incurred by Customer to cover the higher cost of last minute travel.

## Project Design

Project design will involve a series of meetings and conference calls with Customer's project team to discuss the following items:

Existing infrastructure (back office, network, cellular, etc.)

Software configuration

Testing requirements

Finalize project timelines

Final project plan, test, training, and go-live strategies

Evaluation of current version of Streets and determine if upgrade is necessary

## **Software Installation and Configuration**

### **Back Office**

TripSpark will perform the following:

- Prepare server configurations
- Enable Streets GTFS Real Time at Customer site
  - Enable and Configure Streets to Utilize GTFS Real Time
  - Set up a method through which GTFS Real Time Files are uploaded to a location which Google can access.

TripSpark will install the Software remotely on the Customer's network.

### **TripSpark Off-Site Services**

TripSpark will provide Project Management and Off-Site Support Services for up to one (1) month from delivery of the Web application at Customer. These Services will consist of the following:

- The TripSpark PM will provide bi-weekly reports to Customer's PM. These reports will be based on TripSpark standards and will consist of: project team information, current status and next steps.
- For the duration of the implementation the TripSpark technical product expert will be available for consultation off-site via phone or email.

### **Customer Services**

The following tasks will be the responsibility of the Customer. These items will need to be completed in order to support the introduction of the Software.

- Customer will use the Google Partnerdash to configure Google's access to GTFS Real Time Files generated and uploaded, as described above
- Customer will be responsible for hosting GTFS-RT files on a webserver owned and operated by the Customer if they so choose.

## Project Design

Customer's staff will be required to participate in the required conference calls and meetings. In advance of the conference calls, Customer's staff may be required to collect information and respond to a simple survey.

## Acceptance Testing

The final phase of the implementation will be acceptance testing. This involves ensuring that Streets GTFS Time generates files as defined by the GTFS Real Time Specification

We estimate the duration of user acceptance for this implementation to be approximately one (1) day.

## Customer's Resource Requirements

The table below identifies the resource requirements for the Customer.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Customer and TripSpark.	20% of time for duration of project.	<ul style="list-style-type: none"><li>○ Coordinate the scheduling of all of the Customer's resources.</li><li>○ Coordination of conference calls and meetings, as required.</li><li>○ Coordinate completion of data development.</li><li>○ Coordinate completion of user acceptance testing.</li><li>○ Payment of TripSpark invoice in a timely fashion (30 days from milestone completion).</li></ul>
Subject Matter Expert	Someone with intimate knowledge of the processes and procedures	25% of time for duration of project.	<ul style="list-style-type: none"><li>○ Assist PM with completion of user acceptance testing and data development.</li></ul>
System Administrator		10% of their time for the duration of the project.	<ul style="list-style-type: none"><li>○ Procure and configure hardware to a 'TripSpark Ready State' (i.e., operating system and RDBMS installed, connected to the network, servers and workstations)</li></ul>

Resource	Description	Time Dedication	Tasks
			configured, etc. as per each Software product's Tech Sheet (where available)).
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	<ul style="list-style-type: none"> <li>Execute user acceptance testing.</li> </ul>

### **EXHIBIT E: MAINTENANCE FEES**

#### **Long Term Support Fees**

##### **Paratransit Software**

Software Maintenance	Year 1	Year 2	Year 3	Year 4	Year 5
NovusDR (Core)	\$12,376	\$12,995	\$13,644	\$14,327	\$15,043
DriverMate	\$3,445	\$3,617	\$3,798	\$3,988	\$4,187
Passenger Portal (Core)	\$1,528	\$1,604	\$1,684	\$1,768	\$1,857

<b>Trip Booking (Booking &amp; Cancellation)</b>	\$2,233	\$2,344	\$2,461	\$2,584	\$2,714
<b>Notifications (Core, Outbound)</b>	\$3,467	\$3,641	\$3,823	\$4,014	\$4,214

## Streets Software

<b>Software Maintenance</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>*Streets CAD/AVL</b>	\$11,970	\$12,569	\$13,197	\$13,857	\$14,550
<b>*In-Vehicle MDT</b>	\$1,365	\$1,433	\$1,505	\$1,580	\$1,659
<b>Web Services</b>	\$4,725	\$4,961	\$5,209	\$5,470	\$5,743
<b>MyRide/Dynamic Passenger Information</b>	\$2,574	\$2,702	\$2,838	\$2,979	\$3,128
<b>MyRide Native Apps</b>	\$1,938	\$2,034	\$2,136	\$2,243	\$2,355
<b>GTFS Real Time Feed</b>	\$4,242	\$4,454	\$4,677	\$4,911	\$5,156
<b>Digital Route Book</b>	\$798	\$838	\$880	\$924	\$970
<b>Service Interruptions</b>	\$4,515	\$4,741	\$4,978	\$5,227	\$5,488

### Note:

1. The above identified first five (5) years Software maintenance fees correspond to Software and associated operational metrics of license use as identified in Exhibit A of this Agreement. Year 1 Software maintenance fees are due upon individual System acceptance or Software acceptance, as applicable, pursuant to Section 5 of the Agreement (System and Software Acceptance). Upon expiry of the individual Year 5 Software maintenance terms, annual Software maintenance shall be subject to program availability and then current TripSpark pricing.

## **EXHIBIT F: RETURN MATERIALS AUTHORIZATION ("RMA")**

*All items returned to TripSpark must have the following information presented prior to the issuing of a Return Material Authorization ("RMA") number. The reason for return (as specific as possible), the item(s) part number(s), serial number, and Customer contact. For vehicles installed TripSpark Equipment please provide the vehicle id, vehicle make/model and vehicle year.*

### **RETURN MATERIAL AUTHORIZATION ("RMA") REQUEST**

Customers who have TripSpark Equipment needing repair, having received TripSpark approval for the repair shall follow the procedure outlined below:

Buyer (or authorized representative) has TripSpark Equipment needing repair.

Buyer (or authorized representative) provides to TripSpark: Part Number, Serial Number, and Detailed Problem Description with Unit by logging onto [www.MyTripSpark.com](http://www.MyTripSpark.com) and selecting "Request an RMA" on the left side. You will need to enter the following information:

- a) Serial number
- b) corresponding problem description for each device being returned
- c) return shipping address
- d) billing address

A complete and accurate description of the condition or problem of the component or unit and the initial trouble shooting shall be done by the Customer (or authorized representative).

The Customer (or authorized representative) shall ship the unit and CRG (Customer Returned Goods) form to:

Trapeze Software Group, Inc. d.b.a. TripSpark Technologies  
5265 Rockwell Dr NE  
Cedar Rapids, IA 52402  
Attention: RMA Department

For International shipments, please include a commercial invoice to prove place of origin for the repair.

#### **Packing**

- Customer (or authorized representative) places all TripSpark Equipment (EXCEPT IVLU's) in a nonstatic bag along with a copy of RMA form. IVLU's shall be sent in an ESD static sensitive bag. TripSpark will provide non-static bags at Customer's request. Customer shall place a copy of the CRG Form, which shall be provided by TripSpark at the time of the RMA request, inside the box or taped to the outside of the bag of the unit being returned. Customer (or authorized representative) shall pack all returned units carefully, using packing peanuts and bubble wrap when necessary. All returns are Customer property and must be protected during shipping and through the entire return process.
- Use the values on the commercial invoice for entering the 'Value for Customs' on shipping forms (for international shipments)
- Do not enter a 'Total Declared Value for Carriage'. (For International shipments)
- Mark the RMA number on the top of the outside boxes.
- Attach one copy of the commercial invoice to each box (for international shipments)
- Attach the waybill.

#### **Please note:**

- TripSpark will provide proper packaging at a nominal fee if the units are not sent to us in original packaging or if the packaging is damaged.

- Customer is responsible for shipping to and from TripSpark on all non-warranty/non-maintenance repairs and per the agreement on warranty/maintenance repairs.
- If the quantity or serial numbers are not filled out correctly on the commercial invoice, customs may hold the shipment, or the shipment may be refused.

If you have any questions, please contact our Customer Care Department ([cc@tripspark.com](mailto:cc@tripspark.com))