

## SOFTWARE LICENSE AND MAINTENANCE 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

**CITY OF SAN PABLO ("Licensee") with its principal place of business at 1000 Gateway Avenue, San Pablo, California 94806, U.S.A.**

If intended for TripSpark, to:

5265 Rockwell Drive NE

Cedar Rapids, Iowa, United States 52402

Contact: Mary Pavela-Legal Department

Telephone: Ph: 319-743-1000, Fax: 319-743-1106

If intended for Licensee, to:

City of San Pablo

1000 Gateway Avenue, San Pablo, CA 94806

Contact: Matt Rodriguez, City Manager

Number of Pages in this Agreement including attached Exhibits: 31

**This terms and conditions of this Agreement shall govern all dealings between TripSpark and the Licensee for the purchase of goods and services from TripSpark. This Agreement, including its Exhibits (Exhibit A, Exhibit B, Exhibit C, Exhibit D) shall apply in place of and prevail over any preceding or subsequent terms and conditions contained or referred to in any of the Licensee's purchase orders, correspondence or elsewhere or implied by trade, custom, practice, or course of dealing and any purported provisions to the contrary are hereby extinguished or excluded. Without limiting the generality of the foregoing, TripSpark will not be bound by any standard or printed terms produced by Licensee. Licensee expressly acknowledges that no provisions, representations, undertakings, agreements, regarding the goods or services to be provided hereunder, have been made, other than those contained in this Agreement. The parties agree that no obligations or duties not set out expressly herein shall be imposed upon the parties or implied by law.**

**Notwithstanding any provision to the contrary under this Agreement, Routematch and Licensee further agree that any of the Routematch products listed in Exhibit A of this Agreement shall continue to be governed by Agreement for Transportation Management System Consulting Services between the City of San Pablo and Routematch dated November 20, 2017, Routematch Order Form dated July 24, 2019, and Routematch Order Form dated June 2, 2021 (collectively the "Original Agreement"). Upon Software Acceptance of any of the other TripSpark products listed in Exhibit A, Routematch and Licensee acknowledge and agree that the Routematch Software identified in Exhibit A shall be removed, in its entirety from the Original Agreement and Routematch shall be deemed to be automatically released from any and all obligations and liability pursuant to the Original Agreement for the Routematch Software identified in Exhibit A of this Agreement.**

Signed for and on behalf of  
TRAPEZE SOFTWARE GROUP, INC.

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

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

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

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

Signed for and on behalf of  
City of San Pablo

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

Print Name: Matt Rodriguez \_\_\_\_\_

Title: City Manager \_\_\_\_\_

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

Signed for and on behalf of  
ROUTEMATCH SOFTWARE, LLC

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

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

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

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

NOW THEREFORE, the parties agree as follows:

1. Definitions In this Agreement the capitalized words set out below will have the following meanings:

“Agreement”	this Software License and Maintenance Agreement effectively made between TripSpark and Licensee, 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 and training materials pertaining to the Software as supplied by TripSpark;
“Hosting Services”	specifications for the hosting services to be provided by TripSpark for the Software, attached hereto as Exhibit D;
“Software”	the certain software as identified in Exhibit A of this Agreement, including enhancements and customizations thereto;
“Statement of Work”	the specifications for the services to be provided by TripSpark and the Licensee, attached hereto as Exhibit C;
“Trade Secrets”	the Software, Documentation, and other related information (including all modifications of the Software developed for Licensee) disclosed to Licensee under this Agreement, including trade secrets and other confidential and proprietary information of TripSpark;
“Upgrades”	generic enhancements to the Software that TripSpark generally makes available as part of its long-term software support program.
2. Software License In consideration of payments to be made by Licensee to TripSpark as set out below, TripSpark agrees as follows:
  - (a) TripSpark hereby grants to Licensee a personal, non-transferable, non-exclusive license to use a production copy of the object code version of the Software in the form supplied by TripSpark and on hardware approved by TripSpark as of the License Date referred to in Exhibit A (“License Date”), restricted to the places of business of the Licensee, for the Licensee’s own operations, in accordance with the operational characteristics described in Exhibit A.
  - (b) TripSpark hereby grants to Licensee a personal, non-transferable, non-exclusive license to use the Documentation, but only as required to exercise the license granted herein.
  - (c) If applicable, Licensee may make one back-up copy of the Software. Licensee may use the production copy of the Software solely to process Licensee’s own data, and the software may not be used on a service bureau or similar basis to process data of others.
  - (d) The license to use the TripSpark Database is granted to Licensee solely for the development of internal reports by Licensee and for the integrated operation of TripSpark software modules. Unless expressly included herein all other access rights to the TripSpark Database are excluded from this Agreement, and the Licensee shall not develop or use, or authorize the development or use of, any other interfaces to or from the TripSpark Database.

- (e) Other than the rights of use expressly conferred upon Licensee by this paragraph, Licensee shall have no further rights to use the Software or the Documentation, and shall not copy, reproduce, modify, adapt, reverse engineer, disassemble or translate them, without the express written authority of TripSpark.
- (f) Licensee acknowledges and agrees that the Software may record and transmit to TripSpark statistical and other information about Licensee's use of the Software ("Usage Data"), provided the Usage Data is collected in a form that does not contain any Licensee Confidential Information.

3. Software Services In accordance with the terms of Exhibit B, Exhibit C, and Exhibit D, TripSpark will perform services related to Licensee's use of the Software (the "Services"). Such Services may include installation, modification, testing, training, and additional services.

4. Software Acceptance Upon completing the delivery, installation, and testing of the TripSpark DriverMate Software module on five (5) tablet devices, or all other individual Software modules in TripSpark's test environment, TripSpark will notify Licensee in writing. Licensee will then have twenty (20) business days in which to conduct acceptance tests to ensure that the individual Software component operates in all material respects as specified in the Documentation. At the end of this period, Licensee will be deemed to accept the individual Software component unless TripSpark receives prior written notice outlining the nature of the perceived defects in the individual Software component. Notwithstanding the above, Licensee will be deemed to accept the individual Software component when the Licensee puts the individual Software component into operational and functional use. The individual Software component will be deemed to be in operational and functional use when the Licensee first uses the individual Software component to support its then current operations in any capacity.

5. Software Warranty TripSpark warrants that it holds title to all Software licensed and delivered pursuant to this Agreement. TripSpark further warrants that it has full power and authority to grant to the Licensee the rights set forth in this Agreement. No warranty is provided by TripSpark with respect to the Software, or any third party licensed products and third party hardware, including but not limited to tablet devices. No warranty is provided by TripSpark with respect to any third party licensed products and third party hardware, including but not limited to tablet devices. Separate warranties may be available from the developer, distributor, or publisher of the licensed products.

**The foregoing warranty is in lieu of all other warranties or conditions, express or implied, including but not limited to any implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose and any other warranties arising by statute or otherwise in law or from the course of dealing or usage of trade. TripSpark does not represent or warrant that this Software will meet all of Licensee's particular requirements, or that the operation of the Software will operate 100% error-free or uninterrupted, or that all program errors in the Software can be found in order to be corrected.**

**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.**

6. Software Maintenance During any annual support period for which maintenance fees have been paid in full by Licensee:

- (a) TripSpark will maintain the Software so that it operates in conformity in all material respects with the descriptions and specifications for the Software set forth in the Documentation;

- (b) in the event that Licensee detects any errors or defects in the Software, 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 Licensee, TripSpark will also provide Licensee with access to its software support website; and
- (c) TripSpark will post notices of available Upgrades of the Software on its website and copies of the release notes for download. TripSpark will provide Licensee with Upgrades of the Software at no additional license fee charge.

7. Payment Upon execution of this Agreement, Licensee will issue a Purchase Order to TripSpark, for the Software license fees, Services fees, Hosting Services fees, Third Party Transaction Services fees, and related expenses as set out in Exhibit B, attached hereto. TripSpark will invoice Licensee for the Software license fees and services fees as set out in and according to Exhibit B. TripSpark will invoice Licensee monthly for the Services provided, in accordance with Exhibit B. The total amounts due for all Service fees, modifications fees, and expenses are firm fixed amounts and will be invoiced on that basis. The Purchase Order shall be governed exclusively by the terms and conditions of this Agreement.

Licensee shall pay annual maintenance fees to TripSpark as provided in Exhibit B (the "Maintenance Fee"), attached hereto. This fee shall be subject to change as set out in Exhibit B. Licensee shall issue a Purchase Order annually specifying the amount set forth in the TripSpark invoice for maintenance services, and the Purchase Order shall be governed by the terms and conditions of this Agreement.

Licensee shall pay invoices within thirty (30) days of receipt. In the event of an invoice dispute, Licensee shall have fifteen (15) business days from date of receipt of invoice to advise TripSpark of the reasons for disputing the invoice in question. If TripSpark has not received such notification within such period, the invoice in question shall be deemed accepted by Licensee. Overdue undisputed payments will bear interest at the annual rate of ten percent (10%) on the amount outstanding from the date when payment is due until the date payment in full is received by TripSpark. Licensee will also be responsible for payment of all applicable taxes and other levies, including sales and use taxes, and this obligation will survive termination of this Agreement. If Licensee has a tax exemption certificate, a copy of the certificate must be provided to TripSpark upon signing of this Agreement to avoid payment of the applicable tax to TripSpark.

Licensee shall pay all invoices electronically. TripSpark will supply Licensee with the required electronic payment information.

8. Trade Secrets and Confidential Information Licensee acknowledges that any Trade Secrets or Confidential Information disclosed to Licensee pursuant to this Agreement are owned by TripSpark. Licensee shall maintain in confidence and not disclose the same, directly, or indirectly, to any third party without TripSpark's prior written consent. Licensee further acknowledges that a breach of this Section would cause irreparable harm to TripSpark for which money damages would be inadequate and would entitle TripSpark to injunctive relief and to such other remedies as may be provided by law.

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

10. Force Majeure Neither party to this Agreement shall be liable to the other party hereto for loss or damage arising out of any delay or failure by such party in performing its obligations hereunder, except the making of payments due hereunder, if such delay or failure was the unavoidable consequence of a natural disaster, exercise of governmental power, strike or other labor disturbance, war, revolution, embargo, pandemic, insurrection, operation of military forces, or other event or condition beyond the reasonable control of such party, provided that such party notifies the other party of its inability to perform and the

reasons there for, with reasonable promptness, and performs its obligations hereunder as soon as circumstances permit.

11. Remote Access Licensee shall provide TripSpark with the right to access Licensee's existing data in order to assist with data migration activities.

12. Intellectual Property Indemnification In the event of an intellectual property infringement claim by a third party, TripSpark will indemnify, defend (at its own expense), and hold Licensee harmless in respect of any such claims based on the claim that the Software infringes the intellectual property rights of that third party. TripSpark will pay any settlement or award rendered against Licensee by a court of competent jurisdiction in such action, provided that Licensee gives TripSpark prompt notice of the claim and TripSpark is permitted to have full and exclusive control of any defense. After providing TripSpark notice of the claim, if TripSpark fails to assume the defense of a claim it is obligated to defend under this Section 12 within thirty (30) days of notice of the claim, Licensee may undertake its own defense, and TripSpark shall reimburse Licensee for all reasonable attorneys' fees and costs it may incur in connection with such defense, but only if TripSpark has legitimately not undertaken a defense of said claim. If all or any part of the Software becomes, or in TripSpark's opinion is likely to become, the subject of such a claim, TripSpark may either modify the Software to make it non-infringing or terminate this Agreement as it relates to the infringing portion of the Software. This is TripSpark's entire liability concerning intellectual property infringement. TripSpark will not be liable for any infringement or claim based upon any modification of the Software developed by Licensee or any other third party, or use of the Software in combination with software or other technology not supplied or approved in advance by TripSpark, or use of the Software contrary to this Agreement or the Documentation. TripSpark's obligations under this section 12 shall pertain only to those claims, if any, for which Licensee has provided TripSpark prompt notice of within five (5) years following the termination of this Agreement.

13. Limitation of Liability

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

(b) TripSpark does not guarantee 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 Licensee's connection to or use of the internet.

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

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

(ii) Licensee's use of the Software insofar as such Software may be used to store, transmit, display, disclose or otherwise use data or information which is considered private, confidential, proprietary, or otherwise exempt from public disclosure under applicable law.

(d) TripSpark's entire liability and responsibility for any claims, damages, costs or losses whatsoever arising either jointly or solely from or in connection with this Agreement or the use of the Software (whether or not in the manner permitted by this Agreement) including claims for breach of contract, tort, misrepresentation, or otherwise, or the development, modification or maintenance of the Software will be absolutely limited, in the aggregate, to the amount of the Software license fee or Services paid fee paid by Licensee in the preceding year of a claim for the Software license, or Services that is the subject of a claim.

(e) TripSpark will not be liable to the Licensee or any affiliated third party for losses or damages suffered by Licensee or any affiliated 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 any third-party intellectual property infringement claims described in Section 12 above, or to claims arising out of death or personal injury caused by either party's gross negligence or fraudulent misrepresentation.

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

- (a) Either party may terminate this Agreement if the other party is in material breach of any term or condition of this Agreement and fails to cure such default within thirty (30) days after receipt of written notice of such default. Without limitation, the following are deemed material breaches under this Agreement: (i) Licensee fails to pay any amount when due hereunder; (ii) Licensee becomes insolvent or any proceedings will be commenced by or against Licensee under any bankruptcy, insolvency, or similar laws.
- (b) Should Licensee fail to pay any amount due under the Agreement, TripSpark reserves the right, in its sole discretion, to remove Licensee's access to the Software until such time Licensee has met its payment obligations to TripSpark.
- (c) If Licensee develops software that is competitive with the Software, or Licensee is acquired by or acquires an interest in a competitor of TripSpark, TripSpark shall have the right to terminate this Agreement immediately.
- (d) Either party may terminate for convenience, in whole or in part, with sixty (60) days prior written notice.
- (e) In the event Licensee terminates this Agreement for any reason, Licensee shall pay TripSpark for all license fees and service fees then due, and all costs incurred up to and including the date of termination.
- (f) If this Agreement is terminated, Licensee will immediately return to TripSpark all copies of the Software, the Documentation and other materials provided to Licensee pursuant to this Agreement and will certify in writing to TripSpark that all copies or partial copies of the Software, the Documentation and such other materials have been returned to TripSpark or destroyed.

15. Assignment This Agreement, or any of the rights or obligations of TripSpark created herein, may be assigned by TripSpark, but this Agreement is for the sole benefit of Licensee and may not be assigned by Licensee without the express written consent of TripSpark.

16. Applicable Law and Venue This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in the County of Contra Costa, California.

17. Survival The parties hereto agree that any provisions of this Agreement requiring

performance or fulfillment by either party after the termination of this Agreement shall survive such termination.

18. Severability If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable, or void and does not relate to the payments to be made to TripSpark. If the remainder of this Agreement, as the case may be, shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law.

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

20. Audits In addition to Section 2 (f) of this Agreement, TripSpark may perform audit(s) on the use of the Software and Documentation. Licensee 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.

21. Dispute Resolution Upon any dispute, controversy, or claim between the parties, each of the parties will designate a representative from senior management to attempt to resolve such dispute. The designated representatives will negotiate in good faith to resolve the dispute over a period of thirty (30) calendar days. If the dispute is not resolved in the thirty (30) calendar day period, the parties may agree to submit the dispute to binding arbitration with a mutually agreed upon arbitrator, or may otherwise commence legal action in accordance with Section 16 above. The parties agree that any arbitrator's fee will be split equally between the parties and that each party will be responsible for its costs, legal and otherwise, in relation to the arbitration, unless the arbitrator decides that the circumstances justify an award of costs. The arbitration will be conducted in the English language and will take place in accordance with American Arbitration Rules and in the State of California. The foregoing provision will not limit the ability of a party to seek injunctive relief.

**EXHIBIT A**  
**Licensed Software**

<b>Item</b>	<b>Software</b>	<b>License Date</b>
1.	<b>Routematch TS</b>	Pursuant to the Original Agreement
2.	<b>Routematch Notification Module</b>	Pursuant to the Original Agreement
3.	<b>TripSpark NovusDR (Core)</b>	Effective date of this Agreement
4.	<b>TripSpark Notifications (Core, Outbound)</b>	Effective date of this Agreement
5.	<b>TripSpark DriverMate</b>	Effective date of this Agreement
6.	<b>TripSpark Database</b>	Effective date of this Agreement

**Notes:**

1. Notwithstanding anything to the contrary under this Agreement, Routematch software licenses are provided pursuant to the Original Agreement for operations of up two (2) user licenses for Routematch TS Software product, up to five (5) vehicles for Routematch TS and Routematch Notification Module Software products. Upon the effective date of execution of this Agreement, Software licenses will be provided for up to sixty (60) one way booked trips per day for the TripSpark NovusDR (Core) and Notifications (Core, Outbound) Software products, and up to five (5) vehicles for the DriverMate Software product.
2. Licensee and Routematch acknowledge and agree Licensee's license rights of use, pursuant to the Original Agreement for the Routematch TS and Routematch Notification Module Software products shall terminate in all respects upon Software Acceptance of the TripSpark NovusDR (Core), Notifications (Core, Outbound), and DriverMate Software products. Consequently, Routematch shall have no obligations or liability for Routematch TS and Routematch Notification Module Software products.
3. Licenses are provided for software utilization by City of San Pablo (San Pablo, California).
4. Third Party runtime (i.e., Crystal Reports), if required, are not included.

## EXHIBIT B Summary of Pricing

### 1.0 Application Software (Up Front Cost)

Product	Licenses	Services	Expenses	Discount	Total
NovusDR (Core)	\$29,502	\$39,188	\$3,500	-\$29,502	\$42,688
Hosting Set Up	\$0	\$7,425	\$0	\$0	\$7,425
Notifications (Core, Outbound)	\$15,936	\$22,275	\$0	-\$15,936	\$22,275
DriverMate	\$9,310	\$28,670	\$2,750	-\$9,310	\$31,420
<b>Total USD</b>					<b>\$103,808</b>

### 2.0 Third Party Transaction Services' Fees (USD)

TripSpark Notifications (Core, Outbound) Software requires payment of monthly Third Party Transaction Services' fees by Licensee 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.

### 3.0 Payment Schedule and Pricing Assumptions

Milestones below will be invoiced and due on a per individual Software component basis.

Milestone	Description	Percentages Due
Milestone 1:	Due upon delivery of draft Operational Review Document	25% of Services Fee and Expenses
Milestone 2:	Due upon installation of Software in the test environment	25% of Services Fee and Expenses
Milestone 3:	Due upon delivery of Initial Training Session	25% of Services Fee and Expenses
Milestone 4:	Due upon Software Acceptance pursuant to Section 4 of this Agreement	25% of Services Fee and Expenses

## EXHIBIT B Summary of Pricing

### 4.0 Hosting Services' Fees

Hosting	Year 1	Year 2	Year 3
*Yearly Hosting Fees (USD)	\$6,505	\$6,830	\$7,171

**Note:** \*First three (3) years payable Hosting Services fees only, assumes three (3) years of Hosting Services fees Licensee minimum payment commitment and a single production instance. For all subsequent annual renewals, Hosting Services fees shall be subject to TripSpark's then current pricing.

Hosting Services fees are due and payable upon installation of the TripSpark NovusDR (Core) Software in accordance with the corresponding Statement of Work, attached hereto as Exhibit C.

Unlimited Users

Includes 320GB of transfer per month

\*\*Each 1GB of Disk Space after 50GB                      \$1 per month

**Note:** \*\*Pricing is subject to change without notice.

### 5.0 Long Term Maintenance

1. Licensee acknowledges and agrees it shall continue to meet its current payment obligations for the provision of software maintenance support by Routematch for Routematch TS and Routematch Notification Module Software products up until Software Acceptance of the TripSpark Software products identified below, pursuant to Section 4 of this Agreement.

***Software Maintenance Fees (USD)	Year 1
NovusDR (Core)	\$2,491
Notifications (Core, Outbound)	\$1,906
DriverMate	\$1,000

2. \*\*\*First year annual Software maintenance fees only, correspond to the Software operational metrics of licensed used in accordance with Exhibit A of this Agreement. Year 1 shall be due and payable on a prorated basis to meet the current Routematch Software maintenance anniversary date. Upon individual Software product maintenance expiry of Year 1 terms, annual Software maintenance shall be subject to TripSpark's then current pricing and program availability.

## **EXHIBIT B**

### **Summary of Pricing**

#### **General Pricing Assumptions**

1. Pricing expires May 31, 2025.
2. Applicable taxes are not included and shall be assessed during TripSpark invoicing.
3. Licensee is responsible for the computer hardware & off-the-shelf software as per TripSpark's most current specifications.
4. SQL must be used for databases for all TripSpark Software.
5. Third party Google maps' functionality requires Licensee to setup a Google maps key. All third party Google maps' transaction fees are the sole responsibility of Licensee.
6. Third party Google maps does not allow Street Routing.

#### **Software Assumptions**

##### **NovusDR Assumptions**

Data loading will be completed for Clients, Common Locations / Landmarks and Client Registered Addresses.  
Operational review and Software installation will be performed remotely.  
Third party Google maps will be used.  
Training will utilize "train the trainer" training philosophy.

##### **Notifications Assumptions**

All Services provided are remote services.  
English language only.

##### **Notifications Solution Functionality**

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

##### **DriverMate Assumptions**

Operational Review and Software Installation will be performed remotely.  
Training will utilize "train the trainer" training philosophy.  
Licensee is responsible for providing server hardware, space, power, network connectivity, and a dedicated (always on) high speed internet connection.  
Licensee is responsible for providing access to the Xgate server via the internet to support remote troubleshooting/support.  
Licensee is responsible for configuration of router/firewall to allow two-way IP based communications with mobile devices.

## **EXHIBIT B**

### **Summary of Pricing**

#### **DriverMate Assumptions (continued)**

Licensee is responsible for public data network activations and monthly airtime subscriptions for each vehicle.

Licensee is responsible for acquiring, installing, and maintaining in vehicle tablets.

Licensee is responsible for third party interface fees to any other in-vehicle equipment.

## **EXHIBIT C**

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

This document defines the implementation services to be provided by TripSpark for the Licensee, as well as the roles and responsibilities of the Licensee'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 Licensee. 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 Licensee's project team to discuss the business requirements.

The goal of the operational review is to:

- Review Licensee business requirements and operational needs
- Review business processes to identify any takeaways that require mitigation strategies
- Provide any sample marketing materials that the Licensee 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 Licensee'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 in its hosted environment remotely.

## 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. Licensee 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 Licensee 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 depending on topic. Training will be provided on-site. 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. Licensee is free to create copies of the Documentation provided 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.

Licensee'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 Licensee 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 twenty (20) business days.

Upon completion of Software Acceptance, Licensee 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 Licensee to discuss ongoing Customer Care support.

## TripSpark Resource Responsibilities

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

- The TripSpark PM will provide bi-weekly reports to Licensee'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.

## Licensee Resource Responsibilities

If Licensee 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 Licensee additional services fees, which shall be the responsibility of the Licensee.

The table below identifies the resource requirements for the Licensee.

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

Resource	Description	Time Dedication	Tasks
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 Licensee. 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:

- Third party Google maps will be used within the core algorithm for routing and scheduling purposes and consists of the following:
  - Licensee is required to sign up and set up billing for their own Google account, in order to obtain a Google Maps Key
  - Third party Google maps 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 C**

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

This document defines the Services to be provided by TripSpark for the Licensee, as well as the roles and responsibilities of the Licensee'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 Licensee. 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:

### **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 Licensee's project team to discuss the business requirements.

The goal of the operational review is to:

- Review Licensee business requirements and operational needs
- Review business processes to identify any takeaways that require mitigation strategies

- Provide any sample marketing materials that the Licensee 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 in its hosted environment remotely.

It is the Licensee's responsibility to ensure adequate user testing is completed before implementation of the Software in a live environment. It is also Licensee'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 depending 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, Licensee 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. Licensee is free to create copies of the Documentation provided 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.

Licensee'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 Licensee) 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 Licensee to identify alternative arrangements.

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

Licensee 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. Licensee 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 Licensee for Licensee's operationally specific use.

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

## **Go-Live Support**

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

Licensee 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 twenty (20) business days.

Upon completion of Software Acceptance, Licensee 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 Licensee to discuss ongoing Customer Care support. When Licensee is in customer care, Licensee 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 for the Notifications application at Licensee. These Services will consist of the following:

- The TripSpark PM will provide bi-weekly reports to Licensee'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.

## Licensee Resource Responsibilities

If Licensee 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 Licensee additional Services fees, which shall be the responsibility of the Licensee.

The table below identifies the resource requirements for the Licensee.

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

Resource	Description	Time Dedication	Tasks
			<ul style="list-style-type: none"> <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> </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

TripSpark's Project Manager will reach out within approximately (3) months 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.

## 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.' 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.
- Licensee 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.

## **EXHIBIT C**

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

This document defines the implementation services to be provided by TripSpark for the Licensee, as well as the roles and responsibilities of the Licensee'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 Licensee. 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 Licensee's project team to discuss the business requirements.

The goal of the operational review is to:

- Review Licensee business requirements and operational needs
- Review business processes to identify any takeaways that require mitigation strategies
- Provide any sample marketing materials that the Licensee 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**

### **Back Office**

TripSpark will install the Software in its hosted environment remotely.

### **In-Vehicle**

TripSpark will train Licensee 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 depending on topic. Training will be provided onsite. Training will be provided remotely. Each session can be attended by up to six (6) employees.

- Up to one (1) days 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. Licensee is free to create copies of the Documentation provided 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.

Licensee'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 Licensee 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.

## Pilot and Rollout

The hardware phase of the project will involve the installation and commissioning of three (3) new in-vehicle units, configured to communicate with the TripSpark back-office products via a public cellular data network.

## 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 approximately 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 twenty (20) business days.

Upon completion of Software Acceptance, Licensee 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 Licensee to discuss ongoing Customer Care support.

## TripSpark Resource Responsibilities

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

- The TripSpark PM will provide bi-weekly reports to Licensee'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.

## Licensee Resource Responsibilities

If Licensee 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 Licensee additional services fees, which shall be the responsibility of the Licensee.

The table below identifies the resource requirements for the Licensee.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Licensee and TripSpark	20% of time for duration of project.	<ul style="list-style-type: none"><li>○ Coordinate the scheduling of all of the Licensee'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>○ 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> </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 approximately three (3) months from delivery of tablets at Licensee 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.
- Licensee is responsible for the installation and mounting of Android tablet devices.
- Licensee is responsible for the purchase of Android tablet devices.
- Licensee is responsible for the purchase and maintenance of wireless data plans from a public wireless carrier (500MB minimum, 1GB recommended per vehicle, per month: pooled plan).

## **EXHIBIT D**

### **Hosting Services**

#### **1. OVERVIEW**

This Exhibit D describes the hosting services for the Software under the Agreement ("Hosting Services") to be provided by TripSpark, the respective responsibilities of the parties, the service level objectives ("SLOs"), and the problem management process.

#### **2. HOSTING SERVICES**

The general scope of services addressed by this Agreement includes the operation, maintenance, and support of the:

- Database for the TripSpark Software hosted under this Agreement
- Database security
- Data Center server operation

The scope of services specifically excludes operation and maintenance of the following:

- Licensee hardware, including Licensee's servers, printers, network hardware (including routers and switches) and other Licensee site computing equipment
- Licensee application Software
- Licensee Local Area Networks ("LAN")
- Licensee network infrastructure for connecting to the Internet and to the TripSpark Data Center

All Hosting Services will be provided by TripSpark to and for the Licensee's benefit in a manner that will meet the objectives outlined in the Service Level Objectives below.

#### **Support TripSpark Software**

Support for Software includes the operating system, utilities, database Software, and all necessary licenses required to operate Software as provided by TripSpark as part of the Hosting Services.

#### **Hardware**

Licensee shall provide the telecommunications equipment, communication lines, and associated internet services for connection from Licensee's site to the Data Center.

#### **Database Instances**

TripSpark will maintain a single production database instance up to 50GB. This production database will provide the daily, real-time transaction data to the users.

#### **Internet Bandwidth**

TripSpark will provide up to 1Mbps pursuant this Agreement. Additional bandwidth is charged at the then current rate.

#### **Backups**

Full database backups, along with hourly transaction log backups, are done on a regular basis. Backup data is retained for 14 days.

## Hours of System Operations

The Software will be accessible and available to the Licensee and capable of all normal operating functions 24 hours a day, seven days a week except for periods of scheduled maintenance and previously approved outages. TripSpark will not be held responsible for inaccessibility arising from communications problems occurring anywhere beyond the TripSpark side of the router resident at the Data Center, nor will these hours of unavailability be counted as unavailable.

## Data Center Maintenance

TripSpark will complete routine maintenance on the Software systems quarterly. TripSpark will provide at least seven (7) business days' notice to these planned outages.

If TripSpark is required to perform additional maintenance outside of the scheduled maintenance window, it will notify the Licensee via email of its request. The Licensee and TripSpark will mutually agree on the downtime, which will then be considered a period of scheduled maintenance.

## Travel Expense

In addition to the fees set forth above, if TripSpark is required by Licensee to attend and perform Services on-site, Licensee shall reimburse TripSpark for air fare, meals, ground transportation, and other reasonable travel and living expenses incurred by TripSpark in support of this Agreement during provision of support services at the Licensee site.

## 3. SERVICE LEVEL OBJECTIVES

These Service Level Objectives are intended to provide an understanding of the level of service to be delivered by the TripSpark for the Hosting Services specified in this Exhibit D. The service levels set forth below apply to the Hosting Services provided by TripSpark under this Agreement.

### AVAILABILITY

TripSpark will use commercially reasonable efforts to provide Hosting Services with an average of 98% Availability (as such term is hereinafter defined) for each quarter during the Term. For purposes of the Agreement, "Availability" during any quarter refers to an Authorized User's ability to log into the TripSpark Software during such quarter, and will be calculated in accordance with the following formula:

$$x = (y - z) / y * 100$$

Where,

- "x" is the Availability of the Software during the quarter;
- "y" is the total number of hours in such quarter minus the number of hours during such quarter that the Licensee is unable to log into the Software because of (a) regularly scheduled maintenance windows for the TripSpark Software and for times in which Licensee has been notified in writing (including e-mail) by TripSpark in advance thereof; (b) a Force Majeure Event; (c) non-performance of hardware, Software, ISP connections, and other equipment that is not provided by TripSpark or certified by TripSpark for use in conjunction with the Hosting Services (except as such non-performance is directly or indirectly caused by TripSpark).
- "z" is the number of hours in such month during which the Licensee is unable to log into the Software (other than for reasons set forth in the definition of "y" above); provided that TripSpark has been notified or is otherwise aware (or reasonably, should be aware) of Licensee's inability to utilize the Software.

#### **4. LICENSEE RESPONSIBILITIES**

The Licensee is responsible for:

- Assigning a primary and alternate Licensee representative to coordinate all communications and activities related to TripSpark services.
- Providing contact information for a primary and an alternate contact to TripSpark that will be added to the notification lists upon execution of this amendment.
- Providing user identification data and determining the appropriate security profile for each user. Licensee will control security at the Software level.
- All printing. No print job will print at the Data Center and all physical printing requirements will be managed by the Licensee.
- The purchase and installation of printers at Licensee's sites for the Software being utilized.
- Installation, operation, and maintenance of all workstation Software (and Licensee's LAN, existing data communications configuration, hardware, or Software required at the Licensee's site. TripSpark network and network responsibility extends from the TripSpark routers at TripSpark's sites to all connected equipment at TripSpark's sites.
- Testing updates and fixes applied by TripSpark to Software used by Licensee. Except for emergency fixes, Licensee will test updates and fixes prior to their introduction to the production environment within a mutually agreed upon timeframe.
- Testing upgrades. Upgrades will be moved to production by the TripSpark at the end of the Licensee testing period unless specific problems are documented in writing to TripSpark.
- Diligent analysis of suspected problems to determine their specific nature and possible causes before calling the TripSpark for assistance. Notwithstanding this diligence requirement, Licensee is responsible for informing TripSpark of any problems encountered in a timely manner.

#### **5. OWNERSHIP OF TRIPSPARK SOFTWARE AND DATA**

Licensee shall not obtain any ownership rights, title, or interest in the Software, hardware or systems developed or employed by TripSpark in providing any Software and Services under the Agreement. TripSpark shall not obtain any ownership rights, title or interest to Licensee's data contained within the Software database. Upon request by Licensee before or within sixty (60) days after the effective date of termination, TripSpark will make available to Licensee their data in secure (i.e., encrypted, and appropriated authenticated) SQL .bak format file. Should Licensee request a different format, Licensee shall be subject to additional costs. If TripSpark has not received a written request from Licensee within the sixty (60) day period, TripSpark reserves the right to destroy the Licensee's data, as it exists at the date of expiration or termination.