SOFTWARE LICENSE AND MAINTENANCE AMENDMENT #4

THIS AMENDMENT is made effective this July 3 2008 day of ~~May~~, 2008 between:

1. **Trapeze Software Group, Inc.** with its place of business at 8360 East Via de Ventura, Suite L-200, Scottsdale, Arizona, U.S.A. 83258, ("Trapeze"); and

2. **Whatcom Transportation Authority**, with its place of business at 4111 Bakerview Spur Road, Bellingham, Washington, U.S.A. 98226 ("Licensee").

WHEREAS Trapeze and Licensee intend to amend the Software License and Maintenance Agreement dated November 6, 2006 ("the Agreement"), in order to reflect the addition of the Trapeze INFO-Agent product and the Trapeze INFO-Web to the scope of the Agreement.

NOW THEREFORE Trapeze and Licensee agree as follows:

1. **Amendment to Agreement**

   (a) The parties agree to the addition of the Trapeze INFO-Agent product and the Trapeze INFO-Web product to the scope of the Agreement Exhibit A-4, attached hereto, is therefore added to and incorporated within the terms of the original Agreement.

   (b) The parties agree that the Trapeze INFO-Agent product and the Trapeze INFO-Web product shall be invoiced according to the Summary of Pricing and Payment Schedule identified in Exhibit B-4, attached hereto.

   (c) The parties agree that the Licensee shall be responsible for payment of software license fees and all related services as set out in and according to the Summary of Proposed Pricing, in Exhibit B-4, attached hereto.

   (d) The parties acknowledge and agree that, except as may be specifically provided in this Amendment #4 all installation, testing, training or other services related to the use of the Trapeze INFO-Agent product and Trapeze INFO-Web product by Licensee shall be provided by Trapeze exclusively and strictly in accordance with, the existing Software License and Maintenance Agreement dated the 6th day of November, 2006, related pricing as identified in Exhibit B-4 and under the terms of Exhibit C, the Statement of Work, attached hereto.

   (e) All remaining terms, conditions, and covenants of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Contract Amendment to be signed by their duly authorized representatives as of the date above.

TRAPEZE:	**LICENSEE**
By:	By:
Name: BRIAN BOOTTE	Name: RICHARD G. WALSH
Title: CFO.	Title: GENERAL MANAGER

EXHIBIT A-4

Tem	Licensed Product	Product Description	Configuration	Licensee Fees	License Date
1.	**Trapeze INFO Agent and Trapeze INFO WEB**	Trip Planning and Schedule Lookup	Base Station	$99,600	Effective date of this Agreement
	TOTAL			$99,600	

Notes:

1) Licenses are provided for operations up to 99 peak vehicles with 15% margin for growth
2) Licenses provide for software utilization for Whatcom Transportation Authority (Bellingham, WA)
3) Third Party Runtime licenses, if required, to operate the proposed applications are not included in prices listed above
4) Malteze Transit Database will be provided at no cost for the development of reports by your staff only and for the integrated solution consisting of Trapeze Components. Access rights to the master infrastructure or API's for any core components that are not Trapeze compliant/sanctioned are charged at the current rate per application, unless otherwise approved by Trapeze

EXHIBIT B-4

1.0 Application Software

Item	Description	INFO-Agent: Call Centre Application: Trip Planning, Schedule Lookup, NextBus (If WEB Installed)	INFO-Web: Web Application: Trip Planning, Schedule Lookup, NextBus
1	Trapeze License Fees	$ 49,800	$ 49,800
2	Implementation Services	30,000	25,200
3	Expenses	8,400	5,000
4	Discounts	(19,920)	(19,920)
	Total Cost (US$)	**$ 68,280**	**$ 60,080**

Notes

* Pricing valid until June 30, 2008
* Pricing contingent on the purchase and installation of FX/BB prior to implementation of INFO product(s)
* Applicable taxes and hardware not included
* Licenses are provided for up to 99 peak fixed route vehicles with 15% margin for growth

2.0 Long Term Support Services

Item	Description	Warranty Year One from Go-Live	Maintenance Year Two from Warranty
1	Warranty and Maintenance Includes: Extended hours telephone support on generic & customized 1 software 2 Generic Product Upgrades 3 Corrections to software	*Included*	$19,920

3.0 Payment Schedule

Item	Description
1	25% of License Fees due on contract signing, 75% due on software installation
2	Implementation Services as incurred, based on project milestones
3	Expenses as incurred