

SOFTWARE LICENSE AND MAINTENANCE AMENDMENT #3

THIS AMENDMENT is made effective this 30th day of September 2007 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 FLEX-MON product 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 FLEX-MON product to the scope of the Agreement Exhibit A-3, attached hereto, is therefore added to and incorporated within the terms of the original Agreement.
- (b) The parties agree that the Trapeze FLEX-MON product shall be invoiced according to the Summary of Pricing and Payment Schedule identified in Exhibit B-3, 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-3, attached hereto.
- (d) The parties acknowledge and agree that, except as may be specifically provided in this Amendment #3, all installation, testing, training or other services related to the use of the Trapeze FLEX-MON 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 and related pricing as identified in Exhibit B-3, 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:

By: 

Name: Colin McKenzie

Title: CFO

LICENSEE

By: 

Name: Richard G. Walsh

Title: General Manager, WTA

EXHIBIT A-3

tem	Licensed Product	Product Description	Configuration	Software Components and License Fees	License Date
1.	Trapeze FLEX-MON	Deviated Flex Route Module	Base Station	\$16,000	Effective date of this Agreement
	TOTAL			\$16,000	

Notes:

- 1) Licenses are provided for operations up to 1199 booked trips per day
Licenses provide for software utilization for Whatcom Transportation Authority
- 2) (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-3

SUMMARY OF PROPOSED PRICING

Following is our cost proposal for our TRAPEZE™ FLEX-MON software system as discussed in our written and oral communications. Any local or State sales and usage taxes are in addition to the quoted prices.

The following prices are valid for 120 days after submission.

A. SOFTWARE COMPONENTS AND LICENSE FEES

Trapeze™ FLEX-MON Deviated Flex Route Interface	\$16,000
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TOTAL SOFTWARE COSTS	\$16,000
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B. INSTALLATION AND STAFF TRAINING COSTS

PROJECT MANAGEMENT & SUPPORT SERVICES	\$6,000
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SITE SPECIFIC CUSTOMIZATION	\$ -
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SOFTWARE, & INSTALLATION SERVICES	\$1,200
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TRAINING

Costs for 0 days training	\$ -
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TRAVEL & EXPENSES

Total of expenses including airfares.	\$200
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TOTAL TRAINING COSTS	\$7,400
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C. PURCHASE INCENTIVES	\$(6,400)
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GRAND TOTAL	\$17,000
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EXHIBIT B-3

Long Term Support Services		
Item	Description	Annual Cost
1	Warranty (One year) includes: 1 Extended hours telephone support on generic & customized software 2 Generic Product Upgrades 3 Corrections to software	<i>Included</i>
2	Maintenance (Year One) includes: 1 Extended hours telephone support on generic & customized software 2 Generic Product Upgrades 3 Corrections to software	\$ 3,200

Payment Schedule		
Item	Description	
1	75% of Net Software License Fee upon contract signing.	
2	25% of Net Software License Fee upon installation	
3	Implementation services as performed based on project milestones	
4	Expenses as incurred	