

## CONTRACT AMENDMENT

THIS AMENDMENT is made effective this 29<sup>th</sup> day of NOVEMBER 2011 between:

1. **Trapeze Software Group, Inc.** with its place of business at 8360 East Via de Ventura, Scottsdale, Arizona 85258, ("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, and as further amended ("the Agreement"), in order to add the Trapeze Interface to Google application to the Trapeze Software licensed there under;

**NOW THEREFORE** Trapeze and Licensee agree as follows:

1. The Agreement is amended by adding the following to the terms of Exhibit A:

Licensed Product	Product Description	Configuration
Trapeze Interface to Google	Fixed route schedule data interface	Enterprise

2. The parties agree that the Trapeze Interface to Google application shall be provided free of charge. This application will be installed remotely by Trapeze, and on that basis, no service fees or expenses will be charged for such installation services. The parties further agree that maintenance fees will not be charged in respect of the Trapeze Interface to Google application.

3. Notwithstanding the anything in the Agreement to the contrary, in the event that the maintenance fees for the Trapeze INFO and Trapeze FX products are not paid to Trapeze for any reason, the Licensee shall then be required to pay the standard license and maintenance fees for the Trapeze Interface to Google application.

4. The parties agree that notwithstanding anything in the Agreement to the contrary, the Trapeze Interface to Google application will be licensed and provided strictly on an "as is" basis, without any warranties of any kind. Trapeze hereby expressly disclaims and excludes any liabilities, costs, damages or expenses of any kind which may be caused or result, directly or indirectly, from Licensee's use of the Trapeze Interface to Google application.

5. 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 SOFTWARE GROUP, INC.**

By: 

Name: Brian Beattie

Title: Chief Financial Officer

**WHATCOM TRANSPORTATION  
AUTHORITY**

By: 

Name: RICHARD G. WALSH

Title: GENERAL MANAGER

WHATCOM

TRAPEZE CONFIDENTIAL