

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT AMENDMENT #10

THIS AMENDMENT I made effective this 10 day of September 2018 between:

1. **Trapeze Software Group, Inc.** ("TRAPEZE"), with its place of business at 5625 Rockwell Drive NE, Cedar Rapids, IA 52402; and
2. **Whatcom Transportation Authority** ("WTA"), with its place of business at 4011 Bakerview Spur, Bellingham, WA 98226

WHEREAS TRAPEZE and WTA intend to amend the Software License and Maintenance Agreement dated November 6, 2006, as previously amended ("AGREEMENT"), in order to add and integrate the Trapeze STANDARD DATA EXCHANGE (TSDE) and Trapeze OPS-MON software products to the scope of the AGREEMENT and to implement another instance of Trapeze PASS-MON software. The intended additional integration will enable WTA to fully deploy their CAD/AVL solution, purchased from a Third Party, across their fleet.

NOW THEREFORE TRAPEZE and WTA agree as follows:

1. **Amendment to Agreement**

- a. The Trapeze TSDE and OPS-MON Software products are added to the scope of the AGREEMENT. Additionally, upon execution of this Amendment, the PASS-MON software will be licensed for the environments confirmed in Exhibit A-10, attached hereto. Exhibit A-10, is therefore added to and incorporated within the terms of the original AGREEMENT.
- b. The Trapeze TSDE, OPS-MON, and additional instance of PASS-MON Software shall be implemented by Trapeze in accordance with the Statements of Work, attached hereto as Exhibits C-10, D-10, and E-10, respectively.
- c. Additional license fees, implementation service fees, expenses, and maintenance fees for the Trapeze TSDE, OPS-MON, and additional instance of PASS-MON Software shall be invoiced by Trapeze and paid by WTA in accordance with the Summary of Pricing and Payment Schedule, identified in Exhibit B-10, attached hereto. First (1st) year maintenance shall be pro-rated from end of warranty to June 30th 2019.

The following provisions shall replace Section 4 of the Agreement ("Software Acceptance") in its entirety and shall govern acceptance of each of the TSDE and OPS MON Software modules:

- (i) Acceptance of the Trapeze TSDE Software shall be in accordance with the User Acceptance Testing section of Exhibit C-10
 - (ii) Acceptance of the Trapeze OPS-MON Software shall be in accordance with the User Acceptance Testing section of Exhibit D-10
- d. The following replaces the first paragraph of Section 5 (Warranty) in the Agreement and shall apply to each of the TSDE and OPS MON Software:

Trapeze warrants each of the TSDE and OPS MON Software modules to operate in all material respects as specified in the Documentation for a period of ninety (90) days from the date upon which each Software module is installed in Licensee's test environment. For any breach of this warranty, Licensee's sole and exclusive remedy and Trapeze's entire obligation hereunder shall be to either repair or replace the defective Software. This warranty does not apply to any Software damaged as a result of any accident, negligence, use in any application for which it was not designed or intended, or modification without the prior written consent of Trapeze.

- e. The parties acknowledge and agree that, except as may be specifically provided in this Amendment 10, all installation, testing, training, or other services related to the use of the Trapeze FX-MON, OPS-MON, and additional instance of PASS-MON Software products by WTA shall be provided by Trapeze exclusively and strictly in accordance with the existing Software License and Maintenance Agreement dated November 6th, 2006, related pricing and terms as identified in Exhibits B-10, and under the terms of Exhibits C-10, D-10, and E-10 attached hereto.
- f. The parties agree that the word "gross" is deleted from Paragraph 13(f) of the Software License and Maintenance Agreement dated November 6, 2006.
- g. All remaining terms, conditions, and covenants of the Agreement and subsequent Amendments remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment #10 to be signed by their duly authorized representatives as of the date above.

TRAPEZE:

By: Kevin Bade

Name: Kevin Bade

Title: General Manager

WTA:

By: Peter L Stark

Name: Peter L. Stark

Title: General Manager

EXHIBIT A-10

PRODUCT LIST

Item	Software	Product Description	Gross License Fees	License Date
1.	Trapeze Standard Data Exchange (TSDE)	Provides 3rd Party CAD/AVL vendors with schedule data developed in the Trapeze FX and BlockBuster scheduling applications.	\$19,884	Effective date of this Agreement
2.	Trapeze OPS-MON	Programming interface (from Trapeze OPS) that makes employee, vehicle and work assignments available for use by the third-party AVL vendor.	\$23,512	Effective date of this Agreement

Licenses are provided to the Whatcom Transportation Authority (Bellingham, WA) only for use with Clever Devices AVL system and for the following operational characteristics:

for TSDE- based on an operation of up to 70 peak fixed route vehicles

for OPS-MON- for 150 operators

for PASS-MON - for 1000 trips per day

EXHIBIT B-10

Summary of Pricing and Payment Schedule

Item	Description	TSDE	OPS-MON	Additional PASS-MON Instance
1	Software Licenses	\$19,884	\$23,512	Not applicable
2	Implementation Services	\$13,763	\$28,600	\$22,763
	Total	\$33,647	\$52,112	\$22,763

Pricing Notes:

1. Applicable taxes are not included in the pricing and will be assessed at time of invoicing.
2. Pricing is based on the assumptions identified in the applicable SOW.

Payment Schedule

a. TSDE

Milestone	Description	
Milestone 1:	Due up upon Amendment execution	100% of licenses
Milestone 2:	Due upon delivery of draft configuration document	15% of services
Milestone 3:	Due upon installation of Software into WTA's test environment	25% of services
Milestone 4:	Due upon completion of training	25% of services
Milestone 5:	Due upon completion of User Acceptance Testing	25% of services
Milestone 6:	Due upon completion of Post Go-Live Support	10% of Services

b. OPS-MON

Milestone	Description	Payment Percentage
Milestone 1	Due upon Amendment execution	100% of Licenses
Milestone 2	Due upon delivery of project design document	15% of services and expenses
Milestone 3	due upon initial software installation into WTA's test environment	25% of services and expenses
Milestone 4	Due upon completion of System Administrator Training	25% of services and expenses

Milestone	Description	Payment Percentage
Milestone 5	Due upon completion of Acceptance Testing	25% of services and expenses
Milestone 6	Due upon complete of post go-live support	10% of services and expenses

c. Additional PASS-MON Instance

Milestone	Description	
Milestone 1:	Due upon delivery of draft configuration document.	15% of services
Milestone 2:	Due upon installation of Software into WTA's test environment.	25% of services
Milestone 3:	Due upon successful completion of data received by WTA (pilot test).	25% of services
Milestone 4:	Due upon completion of User Acceptance Testing.	25% of services
Milestone 5:	Due upon completion of post go-live support.	10% of services

Notes:

1. Milestones will be invoiced and due on a per individual Software component basis.
2. Software Acceptance is as described under Section 1(d) of Amendment #10 and the applicable Statement of Work.
3. Expenses assume a minimum of two weeks' notice is provided by Licensee to Trapeze in advance of any on-site trip being scheduled. Additional expenses may be charged if two weeks' notice is not provided.

Long Term Support

Description	TSDE	OPS-MON
Warranty (90 days from installation into test)	<i>included</i>	<i>included</i>
1 st Year Maintenance ⁽²⁾	~\$3,977	~\$4,702

Support Notes:

1. The 90 day Software warranty begins upon installation in WTA's test environment.
2. Year One maintenance fees will be due upon expiry of the 90 day warranty period for each product pro-rated to June 30th 2019.
3. For all subsequent annual renewals, the annual maintenance fee will be based on the operational characteristics of licensed use by WTA at that time and subject to Trapeze's then current pricing.

EXHIBIT C-10

STATEMENT OF WORK: TSDE

The purpose of this document is to provide Whatcom Transportation Authority (WTA) with a quote and scope of work for the following Trapeze product modules:

- Trapeze Standard Data Exchange (TSDE)

The following information defines the implementation services to be provided by Trapeze for the Software as well as the support that will be required from WTA staff and resources.

OVERVIEW

This implementation involves the following high level tasks and services:

1. Project Design
2. Software Installation and Configuration
3. Installation Testing
4. Training
5. User Acceptance Testing
6. Deployment and Post Go-Live Support

The remainder of this Statement of Work (SOW) provides details to support the project activities outlined above.

PROJECT DESIGN

The first phase of the implementation involves an off-site discussion of existing and future operations changes, processes and requirements. Following the discussions, Trapeze will prepare a configuration document for WTA. To assist with the configuration document, WTA will be expected to provide the Trapeze team with any operational material and directives that may be available.

During the off-site discussion, the following items will be reviewed:

- Existing infrastructure (back office, network, cellular, etc.)
- Current operational environment (policies/procedures) as they relate to Fixed Route Scheduling and 3rd party CAD/AVL systems.
- Software configuration.
- Testing requirements.
- Finalizing project timelines.
- Final project plan and testing and transition strategies.

The configuration document will outline the understanding gained from the meetings, as well as identify the deliverables and timing for the implementation. The WTA project team will have the opportunity to

review the document to ensure accuracy and completeness and suggest revisions. The Trapeze Project Manager (PM) will coordinate a meeting with WTA's project team to review the initial responses to the document within ten (10) days of delivery by Trapeze.

Often during these reviews, requirements are uncovered that cannot be handled by the "off-the-shelf" software. In the case where one of these items is discovered, these items will be added to the Gap Analysis section of the document. Any item identified in the Gap Analysis is considered outside of the scope of the project and can be handled through a change order.

WTA Roles and Responsibilities

- Participate in configuration discussion meeting.
- Provide documentation on business processes.
- Participate in review of the configuration document to ensure accuracy and completeness.

Resources required from WTA:

- Project Manager
- IT staff (System Analyst, network, security and server)
- Subject Matter Experts

Deliverables Associated with this phase:

- Configuration document
- Finalized project schedule

SOFTWARE INSTALLATION AND CONFIGURATION

Following the completion of the configuration document, Trapeze will work with WTA to install and configure the proposed Trapeze Software in WTA's test environment. For this implementation, Trapeze will provide one installation of the Software in WTA's test environment where this installation will leverage the existing Trapeze Google Export server shell and client shell.

Note: The 90 day Software warranty begins upon Software installation into WTA's test environment.

WTA Roles and Responsibilities

- Provide access to test and production environments
- Manage servers, databases, backup procedures, database maintenance practices, and Windows environments and security
- Install Trapeze pre-requisite software (e.g. ODBC connections, database servers, etc.)

Resources required from WTA

- IT Staff

INSTALLATION TESTING

Installation Testing will occur after the Software has been installed in WTA's test environment. This testing is designed to ensure that the Software is functioning properly within WTA's test environment and working with third party software as necessary.

During Installation Testing, WTA will grant Trapeze access to their servers so that Trapeze can perform testing of key Software functionality and validate that the Software functions properly in WTA's test environment.

WTA Roles and Responsibilities

- Provide access to test and production environments

Resources required from WTA

- IT Staff

TRAINING

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

Training will include topics related to the Software environment (properties, services, installation paths, etc.), as well as topics on how to manage the Trapeze applications. The following outlines the training included that will cover the Administrative functions of the proposed Software:

- Up to one (1) day of off-site System Administration training for TSDE

WTA Roles and Responsibilities:

- Schedule the training activities.
- Ensure trainees are prepared and engaged in the training activities.

Resources required from WTA:

- Subject Matter Experts

Deliverables

- Training agenda
- Training attendance sheet

USER ACCEPTANCE TESTING

Following training, WTA will begin User Acceptance Testing (UAT). This involves WTA utilizing the Software in the test environment to ensure the Software responds accurately to users input and the features and functions of the Software work as specified.

WTA will have ten (10) business days in which to perform a round of UAT, which is expected to be a comprehensive, end-to-end test of the Software. During UAT, WTA will document and prioritize any defects encountered during the testing period (if they exist). Following the completion of a round of testing, WTA will provide Trapeze with a complete list of all perceived defects, which Trapeze will assess for root cause and resolve where appropriate based on the severity of each defect.

The severity of defects is based on the impact that an identified defect has on WTA's business and operations. WTA will work with Trapeze to determine defect severity levels, which are defined as follows:

1. Critical – system cannot function or site is down (e.g. results in the failure of fundamental business process or in the shutdown of the system being tested)
2. Major – system is still functioning but is causing major business risk to WTA. The defect cannot be addressed through a work around solution.
3. Minor – system is still functioning but is causing minor or short term inconveniences. The defect can be addressed through a work around solution.

If no defects are identified in the initial round of UAT, the Software will be deemed accepted and deployed in WTA's production environment. Trapeze will work to resolve all confirmed defects, after which WTA will validate their resolution.

Once WTA confirms all Critical and Major defects are resolved, UAT will be considered to be complete and the Software will be deemed accepted and deployed in WTA's production environment. Any remaining minor defects will be transitioned to Trapeze's long term maintenance support program.

WTA Roles and Responsibilities

- Perform User Acceptance Testing
- Defect prioritization
- Validate defect resolution
- Sign off on completion of User Acceptance Testing

Resources required from WTA

- Subject Matter Experts
- End Users

Deliverables

- Updated Software and/or configurations to resolve defects
- Prioritized Defects log

DEPLOYMENT AND POST GO-LIVE SUPPORT

To support the Software deployment in WTA's production environment, Trapeze will provide up to four (4) hours of remote go-live support for the Software. This support will be provided for up to one (1) week from the Software installation in WTA's production environment during standard business hours, where WTA can leverage these services to address any questions or support needs that may arise from using the Software to support live operations.

After one (1) week from the completion of the Software installation in WTA's production system, ongoing support will be transitioned to and provided by Trapeze's long term maintenance program.

WTA Roles and Responsibilities

- Support the Software deployment into Production
- Use the Software to support production operations
- Report defects as encountered

Resources required from WTA

- IT Staff
- Subject Matter Experts
- End Users

Deliverables

- Software installed in WTA's production environment

DOCUMENTATION

There are several of forms of documentation provided during the course of the implementation. Trapeze will provide the following as standard documentation:

1. Product Documentation (e.g. User Manual, Interface Documentation)

A copy of all standard user or interface documentation as available will be provided in electronic format (PDF), which describes how to operate and/or interface to the Trapeze proposed products.

2. Project Plan

A high-level Project Schedule will be finalized with WTA upon completion of the Project Design phase. This project plan will be updated during the project to reflect the current state of the project. At each update, WTA will be asked to sign off on any changes.

3. Configuration Document

The configuration document will include the technical Software installation information including server, ports, directories, etc. and any specific configuration parameters. It will also highlight any identified data integrity issues based on WTA's current FX/BB schedule data.

PROJECT DURATION

This implementation is expected to be completed within two (2) to three (3) months from the project kick-off meeting. Following contract execution, up to forty-five (45) days may be required to kick off the project and align Trapeze and WTA resources. Trapeze will work to minimize this mobilization period through proactive planning with WTA.

PROJECT MANAGEMENT

Project Management services will be provided for the duration of this implementation. The Trapeze project manager will be the key point of contact for WTA during the project, where this individual will be responsible for the following:

- **Scope Management.** The project manager is the link between WTA's requirements, the contract, the product specifications, and the project's scope of work. The project manager is critical to defining and documenting the tasks and deliverables necessary to complete the project. The project manager ensures that the project's resources remain focused on the project objectives.
- **Change Management.** As it relates to Trapeze's deliverables included in the scope of this project, when a change is made mid-project, the project manager understands the global impact

of this change and initiates the necessary actions to ensure timelines and project costs are adjusted.

- **Milestone Sign-Offs.** As each milestone is achieved, WTA will be asked to sign-off on the milestone, confirming that WTA is in agreement that the project is moving forward.

Communication Strategy

Effective and timely communications with all project stakeholders is critical. Success requires regular and consistent messaging to keep all stakeholders informed with relevant and up-to-date information. In order to ensure that effective communication practices are following, Trapeze will adhere to a similar communication plan as outlined below (which will be finalized during the Project Design activities):

Deliverable	Participants/ Facilitators	Frequency	Individual(s) Responsible	Recipients
Status Report	Project Team	Bi-Weekly	Trapeze Project Manager	WTA and Trapeze Project Team
Project Plan	Project Team	Bi-Weekly	Trapeze and WTA Project Managers	WTA and Trapeze Project Team
Risks/Issues Log	Project Team	Bi-Weekly	Trapeze and WTA Project Managers	WTA and Trapeze Project Team

WTA'S RESOURCE REQUIREMENTS

The table below identifies the resource requirements for WTA.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between WTA and Trapeze.	20% of time for duration of project.	<ul style="list-style-type: none"> ○ Coordinate the scheduling of all of WTA and any 3rd party vendor resources. ○ Coordination of conference calls and meetings, as required. ○ Coordinate training sessions. ○ Coordinate completion of User Acceptance Testing.
Subject Matter Expert	Someone with intimate knowledge of the scheduling processes and procedures	25% of time for duration of project.	<ul style="list-style-type: none"> ○ Participation in the completion of the Design Review. ○ Participation in all training sessions. ○ Completion of schedule data corrections if necessary. ○ Assist PM with completion of User Acceptance Testing.
System Administrator		10% of their time for the duration of the project.	<ul style="list-style-type: none"> ○ Provide access to WTA servers as required. ○ Support product installations. ○ Participate in training.

IMPLEMENTATION ASSUMPTIONS

- WTA is responsible for the purchase and installation of any required hardware, where all hardware shall be preconfigured to Trapeze's specifications.
- Trapeze will provide server specifications required for optimum performance, and verify that all Trapeze Software is compatible with WTA's operating systems.
- TSDE will be delivered 'off-the-shelf'.
- TSDE will be configured in the existing FX-MON instance, currently setup for Google Export.
- No customizations are considered as part of this SOW.
- The Software will take advantage of existing Trapeze infrastructure, data sources and systems unless otherwise stated.
- All services described herein will be performed in English.
- Third party licenses, if required to operate the Software, are not included.
- Any additional functionality, reports, interfaces, training, or support required but not identified within this document will be considered 'out-of-scope' and addressed through the Trapeze change order process and may result in additional costs
- If WTA determines a need for additional support from Trapeze to review and correct any data integrity issues, these services will need to be addressed through the Trapeze change order process.
 - WTA is responsible for correcting all FX data issues as raised by downstream consumers of the TSDE data.
- All services will be provided remotely.

EXHIBIT D-10

STATEMENT OF WORK: OPS-MON

The purpose of this document is to provide Whatcom Transportation Authority (WTA) with a quote and scope of work for the OPS-MON Software. The following information defines the implementation services to be provided by Trapeze for the OPS-MON Software as well as the effort that will be required from WTA staff and resources.

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

WHAT IS OPS-MON?

OPS MON provides one-way (outbound) data tables containing real-time Employee/Vehicle Information and Employee's vehicle and work assignment information that can be used by 3rd party CAD/AVIL systems.

Specifications are included in the OPS-MON Interface Control Document (ICD).

OVERVIEW

This implementation involves the following project activities:

1. Project Design
2. Internal Acceptance Testing
3. Software Installation and Configuration
4. Installation Testing
5. Training
6. Acceptance Testing
7. Deployment and Post Go-Live Support
8. Project Management

The remainder of this Statement of Work (SOW) provides details to support the project activities outlined above.

PROJECT DESIGN

Project design will involve a series of meetings and conference calls with WTA's project team. To assist with preparations for these discussions, WTA will be expected to provide the Trapeze team with any operational material and/or documentation as requested. During these meetings and calls, the following will be discussed:

- Current operational policies and procedures, as well as the ICD

- Explanation of daily work and vehicle assignments and how these transactions are summarized using OPS-MON
- Specify any business process changes necessary to implement OPS-MON.
- Software configuration
- Project timelines
- Testing, training and transition strategies

A Project Design Document (PDD) will be prepared following the meetings, which will identify the deliverables and expected project timelines for the implementation. During the review process, Software functionality may be identified that is not currently handled by the standard Trapeze Software. If desired, Trapeze can provide estimates to address these gap items, however addressing any gaps as documented in the PDD will be considered out-of-scope.

Following completion of the draft PDD, Trapeze will provide WTA with the draft document to review and provide comments. WTA will have five (5) business days to complete this review, after which the Trapeze Project Manager will coordinate a meeting with the WTA's project team to review the comments. Following this meeting, Trapeze will revise the PDD to address WTA's comments and feedback and will provide the finalized PDD.

WTA Roles and Responsibilities

- Participate in Design Review meetings
- Provide documentation on business processes
- Highlight critical processes related to the operation of the Software
- Participate in review of the ICD

Resources required from WTA:

- Project Manager
- IT staff (System Analyst, network, security and server)
- Subject Matter Experts

Deliverables Associated with this phase:

- Interface Control Document
- Finalized project schedule
- Project Design Document

INTERNAL ACCEPTANCE TESTING

Internal Acceptance Testing (IAT) is completed by Trapeze before any Software is installed in WTA's test environment. During IAT, Trapeze Testing Specialists will perform unit and regression testing in order to test all standard features for completeness and accuracy. These specialists will also update any automated regression test scripts to expand coverage as needed.

After unit and regression testing is completed, the Trapeze Technical Product Specialists will run through a series of tests to ensure that all Software functions properly against WTA's specific data in a local

testing environment. This allows Trapeze to proactively determine any potential data-related issues and ensures that all standard setup and configuration tasks are able to be performed for WTA.

WTA Roles and Responsibilities

- Provide data as necessary

Resources required from WTA

- IT Staff

INSTALLATION AND CONFIGURATION

Following the completion of Internal Acceptance Testing, Trapeze will work with WTA to remotely install and configure the OPS-MON Software in WTA's test environment. After all training and testing is completed, Trapeze will assist with installing the configured Software in WTA's production environment.

Note: The 90 day Software warranty begins upon Software installation into WTA's test environment.

WTA Roles and Responsibilities

- Provide access to test and production environments
- Manage servers, databases, backup procedures, database maintenance practices, and Windows environments and security
- Install Trapeze pre-requisite software (e.g. ODBC connections, database servers, etc.)

Resources required from WTA

- IT Staff

Deliverables Associated with this phase:

- Configured test and production environments

INSTALLATION TESTING

Installation Testing will occur after the Software has been installed in WTA's test environment and once the 3rd party is ready to conduct factory acceptance testing. This testing is designed to ensure that the Software is functioning properly within WTA's test environment and working with third party software as necessary.

During Installation Testing, WTA will grant Trapeze escorted access to their servers so that Trapeze can perform testing of key Software functionality and validate that the Software functions properly in WTA's test environment. Upon completion of Installation Testing, Trapeze will work with WTA to schedule training.

Note: Third party assistance may be required to validate functionality for all applicable interfaces.

WTA Roles and Responsibilities

- Provide access to test and production environments

Resources required from WTA

- IT Staff

TRAINING

Training will be based on Trapeze standard training agendas where training sessions will vary in length depending on topic. Each session can be attended by up to six (6) employees where all training services will be conducted remotely.

For the purposes of this project implementation, the following services have been allocated for training:

- Up to half (½) day of remote System Administrator Training
 - Dispatch → Assignment of employees to work
 - Yard Management → Assignment of vehicles to blocks
- Data Structure and configuration

In addition to training, Trapeze will provide one (1) digital copy of all available user manuals. WTA is free to create copies of the hard copy manual for their users.

Acceptance Testing

After training is completed and once a mini-fleet of 3rd party software is installed, WTA will begin Acceptance Testing. This involves WTA utilizing the Software in the test environment to ensure the Software responds accurately to users input and the features and functions of the Software work as specified.

WTA will have 10 (10) business days in which to perform a round of Acceptance Testing, which is expected to be a comprehensive, end-to-end test of the Software. During Acceptance Testing, WTA will document and prioritize any defects encountered during the testing period (if they exist). Following the completion of a round of testing, WTA will provide Trapeze with a complete list of all perceived defects, which Trapeze will assess for root cause and resolve where appropriate based on the severity of each defect.

The severity of defects is based on the impact that an identified defect has on WTA's business and operations. WTA will initially determine the severity level, and if Trapeze disagrees with WTA's initial severity level the parties must mutually agree on the severity level. Severity levels are defined as follows:

1. Critical – system cannot function or site is down (e.g. results in the failure of fundamental business process or in the shutdown of the system being tested)
2. Major – system is still functioning but is causing major business risk to WTA. The defect cannot be addressed through a work around solution.
3. Minor – system is still functioning but is causing minor or short term inconveniences. The defect can be addressed through a work around solution.

The test strategy for OPS-MON is based on the following assumptions:

- WTA employs Trapeze-OPS bidding, dispatching, yard management and employee management in the production environment.
- The client updates the Trapeze-OPS system with the daily events for at least one week period.

In order to confirm that OPS-MON is working correctly, WTA is required to ensure information is accurate in Trapeze-OPS. Accurate data in Trapeze-OPS is defined as:

- All assignment information (regular and extra board) is entered into Trapeze
- Split Runs
- All vehicles assigned
- Extra Work (above and beyond schedule or extra board)

If no defects are identified in the initial round of Acceptance Testing, the Software will be deemed accepted and deployed in WTA's production environment. Trapeze will work to resolve all confirmed defects, after which WTA will validate their resolution.

WTA Roles and Responsibilities

- Perform Acceptance Testing
- Defect prioritization
- Validate defect resolution
- Sign off on completion of Acceptance Testing

Resources required from WTA

- Subject Matter Experts
- End Users

Deliverables

- Updated Software and/or configurations to resolve defects
- Prioritized Defects log

DEPLOYMENT AND POST GO-LIVE SUPPORT

To support the Software deployment in WTA's production environment, Trapeze will provide up to half (0.5) a day of remote post go-live support for the OPS-MON Software. This support will be provided during standard business hours and for up to 6 (6) weeks after the OPS-MON Software has been installed in WTA's production environment. WTA can leverage these services to address any needs that may arise from using the Software to support live operations.

Upon completion of the Software installation in WTA's production system, ongoing support will be transitioned to and provided by Trapeze's long term maintenance program.

WTA Roles and Responsibilities

- Assist with the Software deployment into WTA's production environment

Resources required from WTA

- Subject Matter Experts
- End Users

Deliverables

- Software installed the production environment

PROJECT DURATION

This implementation is expected to be completed within 12 (12) to fourteen (14) months from the project kick-off meeting. Following contract execution, up to forty-five (45) days may be required to kick off the project and align Trapeze and WTA resources. Trapeze will work to minimize this mobilization period through proactive planning with WTA.

PROJECT MANAGEMENT

Trapeze will provide offsite project management services for the duration of the project. The Trapeze project manager will be responsible for ensuring that project requirements are communicated and understood and milestones are met.

The Project Manager and Project Executive will be the key points of contact of WTA during the project. We require that WTA also assign a Project Manager and Executive Lead. The two project managers will work together to ensure that regular dialogue is maintained through an established channel, where Trapeze Project Managers provide the following key services:

- **Scope Management.** The project management team is the link between WTA requirements, the contract, the product specifications and the project's scope of work. The project manager is critical to defining and documenting the tasks and deliverables necessary to complete the project. The project manager ensures that the project's resources remain focused on the project objectives.
 - **Change Orders.** Another project control mechanism, change orders are a primary tool for ensuring that the project tasks remain focused on the overall objectives. Change orders include proposed changes to the project schedule, technical specifications and additional functionality or services. Change orders must be agreed to by both Trapeze and WTA.
- **Schedule Management.** One of the critical functions of the project management team is to manage the master project schedule. This detailed work plan outlines all of the activities that are required in order to deliver the project scope within time constraints. The project management team will provide regular updates to the work plan, and escalate major issues and risks that will impact the project schedule for mitigation planning.
- **Communication Management.** The project management team is essential to the effective flow of information throughout the project. As the accumulator, archiver and librarian of the project records, the project manager and executive are also responsible for ensuring that information is distributed to the appropriate individuals in a timely manner. Issue lists, progress reporting, scheduled teleconferences, custom report specifications and contract administration are all examples of communication management.
- **Resource Management.** The project manager ensures that the most appropriate Trapeze resources are allocated to the project at the correct time. The Trapeze project manager also specifies what kinds of project resources are required from WTA and when they are needed. Moreover, the Trapeze project manager acts as the interface to the product development department when customized reports, interfaces or functionality is needed.

Communication Strategy

Effective and timely communications with all project stakeholders is critical. Success requires regular and consistent messaging to keep all stakeholders informed with relevant and up-to-date information. In order to ensure that effective communication practices are following, Trapeze will adhere to a similar communication plan as outlined below, recognizing that there may be significant periods of inactivity as 3rd party work is underway (which will be finalized during the Project Design activities):

Deliverable	Participants/ Facilitators	Frequency	Individual(s) Responsible	Recipients
Status Report	Project Team	Bi-Weekly	Trapeze Project Manager	WTA and Trapeze Project Team
Project Plan	Project Team	Bi-Weekly	Trapeze and WTA Project Managers	WTA and Trapeze Project Team
Risks/Issues Log	Project Team	Bi-Weekly	Trapeze and WTA Project Managers	WTA and Trapeze Project Team

WTA'S RESOURCE ESTIMATES

The table below identifies the resource requirements for WTA.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between WTA and Trapeze.	20% of time for duration of project.	<ul style="list-style-type: none"> ○ Coordinate all resources from WTA. ○ Coordination of conference calls and meetings, as required. ○ Prepare training facilities. ○ Coordinate training sessions. ○ Coordinate completion of data development. ○ Coordinate completion of acceptance testing.
Subject Matter Expert	Someone with intimate knowledge of the fixed route operations	20% of time for duration of project.	<ul style="list-style-type: none"> ○ Participation in the completion of the operational review. ○ Participation in all training sessions. ○ Assist PM with completion of acceptance testing and data development.

Resource	Description	Time Dedication	Tasks
System Administrator		10% of their time for the duration of the project.	<ul style="list-style-type: none"> ○ Participate in Project Design meetings and training as necessary.
End Users	Responsible for acceptance testing	25% of their time during the testing phase of the project.	<ul style="list-style-type: none"> ○ Participate in Acceptance Testing

ASSUMPTIONS

1. This is a fixed fee engagement.
2. No customizations are considered as part of this SOW.
3. OPS-MON will be implemented as an 'off-the-shelf' product and will provide the functionality as described in the most recent Software documentation.
 - a. OPS-MON will act as a one-way interface to the 3rd party CAD/AVL system.
 - b. If WTA would like to utilize a custom two-way interface, this will need to be address through a subsequent statement of work and will result in additional costs.
4. WTA employs Trapeze-OPS bidding, dispatching, yard management and employee management in a production environment.
 - a. To validate data accuracy during testing, WTA will update the OPS system with the daily events for at least a one (1) week period of time.
5. OPS-MON will be implemented in Version 16.
6. No custom integration/interfacing is included. Licenses can utilize standard OPS-MON Integration as defined in the OPS-MON ICD.
7. WTA is responsible for correcting any data integrity issues as raised by downstream consumers of the OPS-MON data.
8. OPS- MON will take advantage of existing Trapeze infrastructure, data sources and systems unless otherwise stated. Hardware is not included. Trapeze will provide standard hardware recommendations, and WTA is responsible for all procurement and installation of all required hardware.

EXHIBIT E-10

STATEMENT OF WORK: PASS-MON

The purpose of this document is to provide Whatcom Transportation Authority (WTA) with a quote and scope of work for the following Trapeze products:

- PASS-MON
 - Only Flex trips will be included

The following information defines the implementation services to be provided by Trapeze for the Software as well as the support that will be required from WTA staff and resources.

OVERVIEW

This implementation involves the following high level tasks and services:

1. Project Design
2. Software Installation and Configuration
3. Installation Testing
4. Installation Pilot
5. User Acceptance Testing
6. Deployment and Post Go-Live Support

The remainder of this Statement of Work (SOW) provides details to support the project activities outlined above.

PROJECT DESIGN

The first phase of the implementation involves an off-site discussion of existing and future operations changes, processes and requirements. Following the discussions, Trapeze will prepare an installation and configuration document for WTA. To assist with the configuration document, WTA will be expected to provide the Trapeze team with any operational material and directives that may be available. These may include operating rules, policies, regulations and standards, etc.

During the off-site discussion, the following items will be reviewed:

- Existing infrastructure (back office, network, cellular, etc.)
- Current operational environment (policies/procedures) as they relate to PASS-MON and MDCs.
- Software configuration.
- Testing requirements.
- Finalizing project timelines.
- Final project plan and testing and transition strategies.

The configuration document will be prepared outlining the understanding gained from the meetings, identifying the deliverables and timing for the implementation. The WTA project team will have the opportunity to review the document to ensure accuracy and completeness and suggest revisions. The Trapeze Project Manager (PM) will coordinate a meeting with WTA's project team to review the initial responses to the document within ten (10) days of delivery by Trapeze.

Often during these reviews, requirements are uncovered that cannot be handled by the "off-the-shelf" software. In the case where one of these items is discovered, these items will be added to the Gap Analysis section of the document. Any item identified in the Gap Analysis is considered outside of the scope of the project and can be handled through a change order.

WTA Roles and Responsibilities

- Participate in configuration discussion meeting.
- Provide documentation on business processes.
- Highlight critical processes related to the operation of the software.
- Participate in review of the configuration document to ensure accuracy and completeness.

Resources required from WTA:

- Project Manager
- IT staff (System Analyst, network, security and server)
- Subject Matter Experts

Deliverables Associated with this phase:

- Configuration document, with up to two (2) revisions if required.
- Updated project schedule.

SOFTWARE INSTALLATION AND CONFIGURATION

Following the completion of the configuration document and interface specification review, Trapeze will work with WTA to install and configure the proposed Trapeze Software in WTA's test environment as a second instance of PASS-MON. The current production PASS-MON environment will remain initially, where the second PASS-MON environment will be used to provide the Flex trips to WTA's new 3rd party vendor's MDCs.

Concurrently with Software installation, Trapeze will provide the interface specification document to WTA. As the standard Software will be installed, it is WTA and their 3rd party vendor's responsibility to conform to the provided specifications.

WTA Roles and Responsibilities

- Provide access to test and production environments
- Manage servers, databases, backup procedures, database maintenance practices, and Windows environments and security
- Install Trapeze pre-requisite software (e.g. ODBC connections, database servers, etc.)

Resources required from WTA

- IT Staff

-

INSTALLATION TESTING

Installation Testing will occur after the Software has been installed in WTA's test environment. This testing is designed to ensure that the Software is functioning properly within WTA's test environment and working with third party software as necessary.

During Installation Testing, WTA will grant Trapeze escorted access to their servers so that Trapeze can perform testing of key Software functionality and validate that the Software functions properly in WTA's test environment. Upon completion of installation testing, Trapeze will work with WTA to schedule the installation pilot.

WTA Roles and Responsibilities

- Provide access to test and production environments

Resources required from WTA

- IT Staff

INSTALLATION PILOT

Following Software installation and installation testing, and once new 3rd party vendor is ready for their factory acceptance testing, Trapeze and WTA will work together to confirm that the data required through PASS-MON is being received by their new 3rd party vendor. The pilot will be considered complete once data has been successfully received.

USER ACCEPTANCE TESTING

Following the installation pilot and once a mini-fleet has been installed at WTA, WTA will begin User Acceptance Testing (UAT). This involves WTA utilizing the Software in the test environment to ensure the Software responds accurately to users input and the features and functions of the Software work as specified.

WTA will have ten (10) business days in which to perform a round of UAT, which is expected to be a comprehensive, end-to-end test of the Software. During UAT, WTA will document and prioritize any defects encountered during the testing period (if they exist). Following the completion of a round of testing, WTA will provide Trapeze with a complete list of all perceived defects, which Trapeze will assess for root cause and resolve where appropriate based on the severity of each defect.

The severity of defects is based on the impact that an identified defect has on WTA's business and operations. WTA will work with Trapeze to determine defect severity levels, which are defined as follows:

4. Critical – system cannot function or site is down (e.g. results in the failure of fundamental business process or in the shutdown of the system being tested)
5. Major – system is still functioning but is causing major business risk to WTA. The defect cannot be addressed through a work around solution.
6. Minor – system is still functioning but is causing minor or short term inconveniences. The defect can be addressed through a work around solution.

If no defects are identified in the initial round of UAT, the Software will be deemed accepted and deployed in WTA's production environment. Trapeze will work to resolve all confirmed defects, after which WTA will validate their resolution.

Once WTA confirms all Critical and Major defects are resolved, UAT will be considered to be complete and the Software will be deemed accepted and deployed in WTA's production environment. Any remaining minor defects will be transitioned to WTA's long term maintenance support program.

WTA Roles and Responsibilities

- Perform User Acceptance Testing
- Defect prioritization
- Validate defect resolution
- Sign off on completion of User Acceptance Testing

Resources required from WTA

- Subject Matter Experts
- End Users

Deliverables

- Updated Software and/or configurations to resolve defects
- Prioritized Defects log

DEPLOYMENT AND POST GO-LIVE SUPPORT

To support the Software deployment in WTA's production environment, Trapeze will provide eight (8) hours of remote go-live support for the Software. This support will be provided for up to six (6) weeks from the Software installation in WTA's production environment, where WTA can leverage these services to address any questions or support needs that may arise from using the Software to support live operations.

After six (6) weeks from the completion of the Software installation in WTA's production system, ongoing support will be transitioned to and provided by WTA's long term maintenance program.

WTA Roles and Responsibilities

- Support the Software deployment into Production
- Use the Software to support production operations
- Report defects as encountered

Resources required from WTA

- IT Staff
- Subject Matter Experts
- End Users

Deliverables

- Software installed in WTA's production environment

DOCUMENTATION

There are several of forms of documentation provided during the course of the implementation. Trapeze will provide the following as standard documentation:

1. Product Documentation (e.g. User Manual, Interface Documentation)

A copy of all standard user and interface documentation as available will be provided in electronic format (PDF), which describes how to operate and/or interface to the Trapeze proposed products.

2. Project Plan

A Project Schedule will be finalized with WTA upon completion of the Operational Review phase. Trapeze will coordinate the schedules of all subcontractors as well as Trapeze staff to ensure that the project deadlines are met. This project plan will be updated during the project to reflect the current state of the project. At each update, WTA will be asked to sign off on any changes.

3. Configuration Document

The configuration document will include the technical Software installation information including server, ports, directories, etc. and any specific configuration parameters. The intended use of this document following the deployment phase is to allow WTA to update any required settings as they phase over the vehicles to production operations.

PROJECT DURATION

This implementation is expected to be completed within twelve (12) to fourteen (14) months from the project kick-off meeting. Following contract execution, up to forty-five (45) days may be required to kick off the project and align Trapeze and WTA resources. Trapeze will work to minimize this mobilization period through proactive planning with WTA.

PROJECT MANAGEMENT

Project Management services will be provided for the duration of this implementation. The Trapeze project manager will be the key point of contact for WTA during the project, where this individual will be responsible for the following:

- **Scope Management.** The project manager is the link between WTA's requirements, the contract, the product specifications, and the project's scope of work. The project manager is critical to defining and documenting the tasks and deliverables necessary to complete the project. The project manager ensures that the project's resources remain focused on the project objectives.
- **Schedule Management.** The project manager is responsible for managing the master project schedule. This detailed work plan outlines all of the activities that are required in order to deliver the project scope within time constraints. The project management team will provide regular updates to the work plan and escalate major issues and risks that will impact the project schedule for mitigation planning.

- **Risk Management.** The project manager understands the risks involved with Trapeze's deliverables that are included in the scope of this project. The project manager ensures that tight controls are implemented to minimize these risks, and that these risks are tracked and raised to WTA leadership when appropriate.
- **Change Management.** As it relates to Trapeze's deliverables included in the scope of this project, when a change is made mid-project, the project manager understands the global impact of this change and initiates the necessary actions to ensure timelines and project costs are adjusted.
- **Milestone Sign-Offs.** As each milestone is achieved, WTA will be asked to sign-off on the milestone, confirming that WTA is in agreement that the project is moving forward.

Communication Strategy

Effective and timely communications with all project stakeholders is critical. Success requires regular and consistent messaging to keep all stakeholders informed with relevant and up-to-date information. In order to ensure that effective communication practices are following, Trapeze will adhere to a similar communication plan as outlined below, recognizing that there may be significant periods of inactivity as 3rd party work is underway (which will be finalized during the Project Design activities):

Deliverable	Participants/ Facilitators	Frequency	Individual(s) Responsible	Recipients
Status Report	Project Team	Bi-Weekly	Trapeze Project Manager	WTA and Trapeze Project Team
Project Plan	Project Team	Bi-Weekly	Trapeze and WTA Project Managers	WTA and Trapeze Project Team
Risks/Issues Log	Project Team	Bi-Weekly	Trapeze and WTA Project Managers	WTA and Trapeze Project Team

WTA'S RESOURCE REQUIREMENTS

The table below identifies the resource requirements for WTA.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between WTA and Trapeze.	20% of time for duration of project.	<ul style="list-style-type: none"> ○ Coordinate the scheduling of all of WTA and any 3rd party vendor resources. ○ Coordination of conference calls and meetings, as required. ○ Coordinate training sessions. ○ Coordinate completion of User Acceptance Testing.
Subject Matter Expert	Someone with intimate knowledge of the paratransit and MDC processes and procedures	25% of time for duration of project.	<ul style="list-style-type: none"> ○ Participation in the completion of the Design Review. ○ Participation in the PASS-MON pilot test. ○ Completion of any paratransit data changes if necessary. ○ Assist PM with completion of User Acceptance Testing.
System Administrator		10% of their time for the duration of the project.	<ul style="list-style-type: none"> ○ Provide access to WTA servers as required. ○ Support product installations.

IMPLEMENTATION ASSUMPTIONS

- WTA is responsible for the purchase and installation of any required hardware, where all hardware shall be preconfigured to Trapeze's specifications.
- Trapeze will provide server specifications required for optimum performance, and verify that all Trapeze Software is compatible with WTA's operating systems.
- The PASS-MON Software will be delivered 'off-the-shelf'.
 - Only Flex trips will be provided through the PASS-MON interface
- No customizations are considered as part of this SOW.
- The Software will take advantage of existing Trapeze infrastructure, data sources and systems unless otherwise stated.
- All services described herein will be performed in English.
- Third party licenses, if required to operate the Software, are not included.
- Any additional functionality, reports, interfaces, training, or support required but not identified within this document will be considered 'out-of-scope' and addressed through the Trapeze change order process and may result in additional costs
- If WTA determines a need for additional support from Trapeze to review and correct any data integrity issues, these services will need to be addressed through the Trapeze change order process.
- Specifications are included in the PASS-MON Interface Control Document (ICD).