

## **SYSTEM SUPPLY AND SUPPORT 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**

**CITY OF JONESBORO JETS (“Customer” or “End User”) with its principal place at business at 300 S Church, Jonesboro, Arkansas 72401, U.S.A.**

**This Agreement, including its Exhibits (Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G, Exhibit H) attached hereto, represents the complete and exclusive agreement between TripSpark and Customer with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between TripSpark and Customer in any way relating to the subject matter of this Agreement. No other terms, conditions, representations, warranties or guarantees, whether written or oral, express, or implied, will form a part of this Agreement or have any legal effect whatsoever. In the event of any conflict or inconsistency between the provisions of this Agreement and the exhibits, the terms and conditions of this Agreement will govern to the extent of such inconsistency. This Agreement may not be modified except by a later written amendment signed by both parties.**

**TRAPEZE SOFTWARE GROUP, INC.**

**CITY OF JONESBORO JETS**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **TERMS AND CONDITIONS**

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 system supply and support agreement between TripSpark and Customer, 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 pertaining to the System as supplied by TripSpark;
“Equipment”	means collectively, the TripSpark Equipment and the Third Party Equipment;
“Hosting Services”	specifications for the hosting services to be provided by TripSpark for the Software identified in the attached Exhibit G;
“Message Point Service”	third party service for the provision of managed digital signage/messaging services (“Message Point Service”) by third party service provider, Message Point Media of Alabama, Inc. (“MPM”);
“Message Point Service Terms and Conditions”	third party End User terms, attached hereto as Exhibit H;
“New Product”	any update, new feature, or major enhancement to the TripSpark Software that TripSpark markets and licenses for additional fees separately from Upgrades;
“Statement of Work”	the specifications for the services to be provided by TripSpark, any subcontractors, and the Customer, attached hereto as Exhibit D;
“Summary of Pricing”	the summary of pricing information related to the System, attached hereto as Exhibit C;
“System”	means the Software products specified in Exhibit A and the Equipment specified in Exhibit B;
“Third Party Equipment”	the computer hardware, system software and any other related items to be provided by TripSpark, as identified in Exhibit B of this Agreement;
“Trade Secrets”	any information proprietary to either party (including software source code), concerning a design, process, procedure, formula, or improvement that is commercially valuable and secret (in the sense that the confidentiality of such information affords a competitive advantage to the owner), but shall not include any information that (1) is or becomes generally known to the public through no fault of the recipient; (2) is obtained without restriction from an independent source having a bona fide right to use and disclose such information, without restriction as to further use or disclosure; (3) the recipient independently develops through persons who have not had access to such information; or (4) the disclosing party approves for unrestricted release by written authorization.
“TripSpark Equipment”	the TripSpark proprietary equipment units identified in Exhibit B of this Agreement;

“TripSpark Software”            the TripSpark existing and new proprietary software applications identified in Exhibit A of this Agreement;

2.        Services    TripSpark will provide all services and perform all actions required by, and in accordance with, the Statement of Work (the “Services”) attached hereto as Exhibit D. The Customer will perform all applicable activities and provide all information as required by the Statement of Work.

3.        TripSpark Software License

a)    TripSpark grants to Customer a personal, non-transferable, and non-exclusive license restricted for use by Customer at their place of business:

(i)    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”), in accordance with the operational characteristics described in Exhibit A.

(ii) To use the TripSpark Documentation, but only as required to exercise this license.

b)    The license to use the Transit Database is granted to Customer solely for the development of internal reports by Customer and for the integrated operation of the TripSpark Software in both Production Environment and Staging Environment. Unless expressly included herein all other access rights to the Transit Database are excluded from this Agreement, and the Customer shall not develop or use, or authorize the development or use of, any other application interfaces to or from the Transit Database without the express written consent of TripSpark.

c)    Customer may make two back-up copies of the TripSpark Software. Customer may use the production copy of the TripSpark Software solely to process Customer’s proprietary data. The TripSpark Software may not be used on a service bureau or similar basis to process data of any third parties.

d)    Other than the rights of use expressly conferred upon Customer by this paragraph, Customer will have no further rights to use the TripSpark Software or the Documentation. Customer will not copy, reproduce, modify, adapt, translate, or add new features to the TripSpark Software or the Documentation without the express written consent of TripSpark. Customer will not permit disclosure of, access to, or use of the TripSpark Software or the Documentation by any third party unless authorized in writing by TripSpark. Customer will not attempt to reverse compile or reverse engineer all or any part of the System.

e)    The Equipment may include embedded third party software or third party services, including but not limited to the following software licensed by or third party services:

a. Microsoft® Corporation

b. HERE MAP, territory-specific geographic/map data consisting of data for the North America Territory

c. Esri (Mapping software)

d. Blacklight Solutions (“Blacklight Solutions”)

e. Nuance/Loquendo S.p.A., (Text to Speech software)

f. Winmate Inc. (hardware, software)

g. TextSpeak Corporation (Text to Speech software)

The terms and restrictions of TripSpark’s software license grants will apply to the use of the third-party software and the licensors of such software are third party beneficiaries of the rights granted under those terms. If required, Customer shall enter into a separate end-user-license agreement depending on the product(s) or services procured. Customer may only

transfer any software product, including but not limited to embedded software with the Equipment, in accordance with the terms and conditions of this Agreement.

- f) Customer acknowledges and agrees that the Software may record and transmit to TripSpark statistical and other information about Customer's use of the Software ("Usage Data"), provided the Usage Data is collected in a form that does not contain any Customer Confidential Information.

#### 4. Title of Equipment and Risk of Loss

It is agreed that title and risk of loss to any Equipment sold hereunder shall pass to Customer at the time of delivery of the Equipment at the premises designated by the Customer.

#### 5. System and Software Acceptance

##### i) System Acceptance of Streets Equipment and related TripSpark Software

Upon completing the delivery, installation, and testing of the individual project implementation of the Fixed Route System pursuant to the corresponding Statement of Work, on five (5) Customer fixed route vehicles, for the purposes of this Section 5 (i), System shall mean Equipment identified in Exhibit B of this Agreement, and Software identified in Exhibit A of this Agreement as (TripSpark Streets Mobile (Fixed Route), XGate (Fixed Route), XMobile Manager (Fixed Route), Streets Server License (Schedule/Import, Reporting, GTFS Export), Streets Client License, XGate Server License, XMobileManager Server License, (Fixed Route), myDrive MDT and In-Vehicle Gateway, Web Services, MyRide Infotainment (Fixed Route), Headsign Integration (Fixed Route), Route Monitor (Fixed Route), GTFS Real Time Feed (Fixed Route), Services Interruptions (Fixed Route), TextSpeak Annunciator (Fixed Route)), TripSpark will notify Customer in writing. Customer will then have ten (10) business days on which to conduct acceptance tests in order to ensure that the Fixed Route System operates in all material respects as specified in the Documentation. Notwithstanding the above, Customer will be deemed to accept the Fixed Route System when the Customer puts any part of the Fixed Route System into operational and functional use. The Fixed Route System will be considered "operational and functional" when the Fixed Route System have been installed on individual five (5) Customer Fixed Route vehicles, and the TripSpark Software is first used to process normal service data ("Operational and Functional"). Fixed Route System will be accepted following ten (10) consecutive days of Operational and Functional use of the Fixed Route System by the initial pilot fleet of five (5) Fixed Route transit vehicles without significant failure.

For the purposes of this section 5 (i), "significant failure" will mean a failure of the System to function in accordance with the requirements of the Documentation, where such a failure causes the System to be inoperable or significantly impairs the functionality of the System such that there is a critical impact on business operations. Failures that are the result of operator error, insufficient training, accidental damage to the Equipment caused by operator, intentional abuse of the Equipment, or invalid or incorrect data entry by call takers or operators will not be considered in evaluating successful operation.

##### (ii) TripSpark Software Acceptance

Upon completing the individual delivery, installation, and testing of individual TripSpark Software components pursuant to the Statement of Work, for the purposes of this Section 5 (ii), Software shall mean the Software identified in Exhibit A of this Agreement as (MyRide/Dynamic Passenger Information (Fixed Route), MyRide Native App (Fixed Route)), TripSpark will notify Customer in writing. Customer will then have ten (10) business days in which to conduct acceptance tests in order to ensure that the individual TripSpark Software component operates in all material respects as specified in the Documentation. At the end of this period, Customer will be deemed to accept the individual TripSpark Software component unless TripSpark receives prior written notice outlining the nature of the perceived defects in the TripSpark Software. Notwithstanding the above, Customer will be deemed to accept the individual TripSpark Software component when the Customer puts any part of the individual TripSpark Software component into operational and functional use. The individual TripSpark Software component will be deemed to be in Operational and Functional use when the Customer first uses the individual TripSpark Software component to support its then current operations in any capacity.

6. Warranty

- a) TripSpark warrants the TripSpark Equipment purchased pursuant to this Agreement, to operate in all material respects as specified in the Documentation for a period of **ninety days (90)** from the shipped delivery to Customer location.
- b) The sole remedy of Customer for any breach of the above warranty will be to require TripSpark to make reasonable efforts to repair, at its own expense, any defects in the TripSpark Equipment that are brought to TripSpark's attention by Customer.
- c) **The parties agree that the above warranty shall not apply to include any Third Party Equipment. Such Third Party Equipment will be provided by TripSpark with any available manufacturer's warranty only and any corrective or remedial services with respect to such items shall be the exclusive responsibility of the Customer. No warranty is provided for TripSpark Software, third party software, and third party services. The parties further agree that the above warranty does not include coverage for errors, defects or performance issues in the System caused by the actions of the Customer, its employees, contractors, or vehicle riders. This warranty is in lieu of all other warranties, conditions, or other terms, express or implied, concerning the System. It explicitly excludes any other warranty, condition or other term which might be implied or incorporated into this Agreement, whether by statute, regulation, common law, equity or otherwise, including without limitation any implied warranties or conditions of quiet usage, merchantability, merchantable quality, fitness for a particular purpose, or from the course of dealing or usage of trade as allowed by law. In particular, TripSpark does not warrant that: (i) the System will meet all or any of Customer's particular requirements; (ii) that the operation of the System will operate error free or uninterrupted; or (iii) all programming errors in the System 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.**

7. Payment TripSpark will invoice Customer for Software license fees, Equipment fees, Services fees, Third Party Transaction Services fees, Message Point Service subscription fees ("Subscription Fee(s)") Hosting Services fees, other transaction fee(s), and expenses in accordance with the Summary of Pricing and corresponding payment schedule in the Summary of Pricing. The total amounts due to the Services and Expenses, as those fees are set out in the Summary of Pricing, are firmly fixed amounts and will be invoiced on that basis. Expenses related to the Services are not to exceed those amounts set out in the Summary of Pricing. In the event that the operational parameters set out in Exhibit A of this Agreement are exceeded, TripSpark reserves the right to charge Customer its standard license fees and maintenance fees applicable to such additional levels of use.

Customer will pay invoices within thirty (30) days of receipt. Overdue payments will bear interest at the annual rate of fifteen percent (15%) on the amount outstanding from the date when payment is due until the date payment in full is received by TripSpark. Customer 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 Customer 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.

8. Maintenance Services and Extended Warranty

For the purposes of this Section 8 of this Agreement, the following definitions apply:

**"Rogue Unit":** TripSpark Equipment that exhibits a recurring problem subject to the following: (i) the undesired symptom reported is the same for three (3) sequential removals, and (ii) the undesired interval is seven (7) operating days or less;

**“Turnaround Time”**: Commences on the date of receipt by TripSpark’s Service Center, and continues to the date of shipment back to Customer;

**No Fault Found ("NFF") / No Trouble Found ("NTF")**: TripSpark Equipment which requires no repair, replacement, or adjustment by TripSpark in order to return it to a serviceable level in accordance with subsection 9 B) (iv) below;

**“Updates and Upgrades”**: Those general releases to the TripSpark Equipment or TripSpark Software that TripSpark generally makes available as part of the annual maintenance program;

**“Priority One (1) Variance”**: A TripSpark Equipment or TripSpark Software performance anomaly resulting in the loss or use of critical system functions and system is “down” to the extent that such loss affects the safety of the public and/or personnel;

**“Priority Two (2) Variance”**: A TripSpark Equipment or TripSpark Software deficiency of lesser severity than a Priority One (1) that does not substantially reduce the capability of the System to accomplish its primary system functions (e.g., vehicle communications, and/or AVL, and/or fare collection). A Priority One (1) Variance for which an acceptable workaround has been established shall be reassigned to a Priority Two (2); and

**“Service Notification”**: A notification or bulletin provided by TripSpark that describes a change to TripSpark Equipment or TripSpark Software.

#### **A) TripSpark Software**

Upon TripSpark receipt of Customer payment in full of annual maintenance fees, TripSpark agrees to provide the following maintenance and support services:

- (i) TripSpark will maintain the TripSpark Software so that it operates in conformity, in all material respects, with the descriptions and specifications for the TripSpark Software set out in the Documentation;
- (ii) in the event that Customer detects any errors or defects in the TripSpark 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 Customer, TripSpark will also provide Customer with access to its software support website;
- (iii) TripSpark will provide Customer with Upgrades of the TripSpark Software at no additional license fee charge;
- (iv) Customer shall provide TripSpark with remote access to Customer’s computers on which the TripSpark Software is installed. TripSpark shall provide updates and Upgrades to the TripSpark Software via remote connection. Should Customer request any on-site maintenance and support services, TripSpark reserves the right to charge its standard applicable service fees plus expenses related to such services; and
- (v) Upgrades will be provided with updated Documentation where available and appropriate.

#### **B) TripSpark Equipment**

For the duration of initial warranty period and subject to purchase of extended warranty by Customer for TripSpark Equipment, as outlined in Summary of Pricing, TripSpark agrees to provide the following maintenance and support services:

- (i) TripSpark shall provide phone support to Customer’s authorized callers to assist with troubleshooting of installation, configuration, and operational problems of covered TripSpark Equipment;
- (ii) Customer shall send all TripSpark Equipment covered by this Agreement directly to the designated TripSpark Service Center outlined in the Return Materials Authorization ("RMA") Request Process, Exhibit F. Upon repair, TripSpark shall return the TripSpark Equipment to Customer’s designated receiving facility, or other locations as designated by Customer’s applicable Return Order. Cost of shipping to the designated TripSpark Service Center shall be borne by Customer. Cost of shipping the repaired TripSpark Equipment to the Customer’s facilities shall be borne by TripSpark unless the TripSpark Equipment is deemed NFF / NTF. TripSpark Equipment returned for repair under this Agreement and subsequently determined by TripSpark to be NTF or NFF or upon warranty expiry is subject to the Time and Material pricing contained in Summary of Pricing. TripSpark reserves the right to

substitute functionally equivalent parts for those parts returned to TripSpark for repair. TripSpark will use commercially reasonable efforts to obtain equally functional equivalent parts. Notwithstanding anything to the contrary herein, should equally functional equivalent parts be not available, Customer acknowledges and agrees that TripSpark will have no further obligation to support the TripSpark Equipment and Customer shall be obligated to pay to TripSpark bench fees at the then current TripSpark pricing. The bench fee amount applies to the services performed by TripSpark for testing and assessment of TripSpark Equipment issues whether or not TripSpark Equipment parts are available as described hereunder and whether or not Customer chooses to replace parts as advised by TripSpark.

- (iii) TripSpark shall make commercially reasonable efforts to provide a Turnaround Time of thirty (30) calendar days for TripSpark Equipment listed in Exhibit B, which is returned to TripSpark in accordance with Exhibit F;
- (iv) TripSpark shall apply special testing and repair to any Rogue Unit at no additional charge to Customer. Any special testing and repair shall not be subject to the Turnaround Time specified in subsection (iii) above; and
- (v) TripSpark may issue Service Notifications indicating recommended or mandatory changes to the TripSpark Equipment and Software covered under this Agreement.

#### **C) Documentation for Equipment Difficulty**

Prior to delivery to TripSpark of TripSpark Equipment to be repaired, Customer shall provide TripSpark with a return order, which shall include the following information:

- (i) Date of performance anomaly;
- (ii) Vehicle Number;
- (iii) Detailed system description of performance anomaly;
- (iv) Type number, part number, and serial number of the TripSpark Equipment;
- (v) Customer Return / Repair Order Number; and,
- (vi) Ship To address and Contact Name for return of TripSpark Equipment to Customer;

#### **D) Documentation for Software Difficulty**

Upon the identification of a possible fault or difficulty within any of the TripSpark Software to be supported hereunder, Customer shall promptly issue a trouble report to TripSpark that shall include the following information:

- (i) Date of performance anomaly;
- (ii) TripSpark Software module in question and location of where TripSpark Software is installed;
- (iii) Detailed system description of performance anomaly;
- (iv) Version number of TripSpark Software and severity/ impact to Customer's operations; and
- (v) Contact name and phone number.

The trouble report information shall also be communicated verbally via 1-877-411-8727 or via email at [cc@TripSparkgroup.com](mailto:cc@TripSparkgroup.com) or via customer portal [www.MyTripSpark.com](http://www.MyTripSpark.com) to TripSpark. TripSpark shall forward the trouble report to the designated repair technician.

#### **E) Equipment and Software Excluded from Maintenance**

The parties agree that the above maintenance services shall not apply to include maintenance of Third Party Equipment, and TripSpark shall be under no obligation to provide any maintenance services to the Customer with respect to such Third Party Equipment or third party software. The parties further agree that the above maintenance services shall not include services which may be required to identify or correct errors, defects or performance issues in the TripSpark Software or the TripSpark Equipment which are caused by the actions or omissions of the Customer, its employees, contractors, or vehicle riders.

In the event that TripSpark Equipment and Software covered under this Section 8 is subjected to any of the conditions below by Customer or any third parties, such TripSpark Equipment and Software shall be excluded from maintenance service coverage.

- (i) TripSpark Equipment or TripSpark Software subjected to carelessness or negligence;
- (ii) TripSpark Equipment or TripSpark Software subjected to cannibalization or vandalism;
- (iii) TripSpark Equipment or TripSpark Software subjected to alteration or repair in a manner which conflicts with TripSpark's written repair procedures, specifications, and license terms;
- (iv) TripSpark Equipment or TripSpark Software subjected to inadequate packing, shipping, storage, or handling;
- (v) TripSpark Equipment or TripSpark Software subjected to fire, wind, flood, leakage, collapse, lightning, explosion, or other Acts of God, including but not limited to acts of war (declared or undeclared), terrorism, or the public enemy; and
- (vi) TripSpark Software altered as a result of third party service bulletins.

**F) Disclaimer**

During any annual maintenance support or extended warranty period, TripSpark does not represent or warrant that (a) the TripSpark Equipment or TripSpark Software shall meet any or all of Customer's particular requirements; or (b) the operation of the TripSpark Equipment or TripSpark Software shall be error-free or uninterrupted.

9. Payment of Maintenance Fees Customer shall pay the annual maintenance fees to TripSpark as provided in Exhibit E. These fees shall be subject to change as set out in Exhibit E. Customer shall issue a Purchase Order annually specifying the amount set forth in the TripSpark invoice for maintenance services in accordance with Exhibit E. The Purchase Order shall be governed by the terms and conditions of this Agreement. In the event that the Customer wishes to terminate the maintenance services to be provided under this Agreement, Customer must provide TripSpark with no less than ninety (90) days written notice of such termination, during which ninety-day period the applicable Software maintenance fees will remain payable. TripSpark may suspend provision of any maintenance services during any period of time during which the applicable maintenance fees remain unpaid by Customer.

10. Trade Secrets Customer acknowledges that all Trade Secrets relating to or concerning the System, including any modifications made thereto, are owned by TripSpark or TripSpark has the applicable rights of use and Customer will maintain the Trade Secrets in strict confidence and not disclose the Trade Secrets to any third party without TripSpark's prior written consent. Customer shall prohibit any persons other than Customer employees from using any components of the System and Customer shall restrict the disclosure and dissemination of all Trade Secrets reflected in the System to Customer employees who are bound to respect the confidentiality of such Trade Secrets. These obligations of confidentiality will survive termination of this Agreement.

11. Media and Publication Upon reasonable notice and consultation with the Customer, TripSpark shall be entitled to publish press releases and other general marketing information related to this Agreement and the work done hereunder. Except for the foregoing, and subject to the strict requirements of the law, neither party will communicate with representatives of the general or technical press, radio, television, or other communication media regarding the work performed under this Agreement without the prior written consent of the other party.

12. Intellectual Property Indemnification TripSpark will defend Customer in respect of any claims brought against Customer by a third party based on the claim that the TripSpark Software or the TripSpark Equipment infringes the intellectual property rights of that third party. TripSpark will pay any award rendered against Customer by a court of competent jurisdiction in such action, provided that Customer gives TripSpark prompt notice of the claim and TripSpark is permitted to have full control of any defense. If all or any part of the TripSpark Software or TripSpark Equipment becomes, or in TripSpark's opinion is likely to become, the subject of such a claim, TripSpark may either modify the TripSpark Software or TripSpark Equipment to make it non-infringing or procure the right for the Customer's use of the System. 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 any part of the System developed by Customer, or use of the

System in combination with software, hardware, or other technology not supplied or approved in advance by TripSpark, or use of any part of the System contrary to this Agreement or the Documentation.

13. Exclusion of Liability

- a) TripSpark and Customer 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 Customer 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 Customer's connection to or use of the internet.
- c) TripSpark will not be liable to Customer or any third party for any claims, expenses, damages, costs, or losses whatsoever arising out of or in any way related to:
  - (i) Customer's use of map or geographical data, owned by Customer or any third party, in conjunction with the System or otherwise; or
  - (ii) Customer's use of the System insofar as the System 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 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 System (whether or not in the manner permitted by this Agreement), including claims for breach of contract, tort, misrepresentation, or otherwise, will be absolutely limited, in the aggregate, to the fees paid for the Equipment and Software licenses that is the subject of a claim prior to System Acceptance. Subsequent to System Acceptance or Software Acceptance (as applicable), in the aggregate, the annual Software maintenance fees paid, or Subscription Fee, or extended warranty fees paid in the preceding year for the TripSpark Software or TripSpark Equipment or third party service that is the subject of a claim.
- (e) TripSpark will not be liable to the Customer or any third party for losses or damages suffered by Customer or any 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 claims arising out of death or bodily injury caused by TripSpark's gross negligence or willful misconduct.
- (g) The Customer acknowledges and agrees that it is solely responsible for providing and ensuring the proper training of its drivers, owners, or operators in the operation of the motor vehicle or motor vehicles in conjunction with the use or operation of the TripSpark Software, Equipment and Third Party Equipment described in this Agreement. "Motor vehicle" includes any automotive machinery utilized for the transport of persons or goods in which TripSpark Software, Equipment, and Third Party Equipment has been incorporated or installed.

The Customer acknowledges and agrees that TripSpark shall not be liable to the Customer for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by the Customer in conjunction with

or separate from the use of the TripSpark Software, Equipment and Third Party Equipment described in this Agreement including any personal injury claim or action and the Customer shall defend and hold TripSpark harmless from any such claim or action including costs.

14. Termination

- (a) This Agreement will remain in effect until terminated.
- (b) Either party may terminate this Agreement, in whole or in part, by providing ninety (90) days prior written notice.
- (c) TripSpark has the right to terminate this Agreement if Customer is in default 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 Customer defaults under this Agreement: (i) Customer fails to pay any amount when due hereunder; (ii) Customer becomes insolvent or any proceedings will be commenced by or against Customer under any bankruptcy, insolvency, or similar laws.
- (d) If Customer develops software that is competitive with the TripSpark Software, or Customer is acquired by or acquires an interest in a competitor of TripSpark, TripSpark shall have the right to terminate this Agreement immediately.
- (e) If this Agreement is terminated, Customer will immediately return to TripSpark all copies of the TripSpark Software and the Documentation and any other Equipment provided to Customer pursuant to this Agreement which have not been paid for in full and will certify in writing to TripSpark that all copies or partial copies of the TripSpark Software, the Documentation and such other materials have been returned to TripSpark. In the event of termination, TripSpark will be entitled to retain all fees paid by Customer for all license fees, service fees and expenses related to services or deliverables provided up to the termination date.

15. Force Majeure TripSpark will not be responsible for, and its performance of obligations will automatically be postponed as a result of, delays beyond TripSpark's reasonable control, provided that TripSpark notifies the Customer of its inability to perform with reasonable promptness and performs its obligations hereunder as soon as circumstances permit.

16. Assignment This Agreement is for the sole benefit of Customer and may not be assigned by Customer without the prior written consent of TripSpark.

17. Applicable Law This Agreement will be governed by and construed in accordance with the laws of the State of Arkansas.

18. Third Parties No party other than Customer shall be licensed to use the TripSpark Software by this Agreement unless such use is expressly permitted by the terms of this Agreement. In the event that this Agreement does allow for the use of the TripSpark Software by certain designated third party service providers, the Customer shall be responsible for taking all reasonable steps to ensure that the service provider is fully compliant with the terms of this Agreement including without limitation any restrictions on use of the TripSpark Software and obligations of confidentiality. TripSpark does not assume, and hereby expressly excludes, any obligations or duties to any third parties, whether expressly named in this Agreement or not, which may be inferred or implied by statute, regulation, common law, equity or otherwise.

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

20. Purchase Order Upon execution of this Agreement, Customer will issue a Purchase Order specifying the amount of as set out in the Summary of Pricing, (this amount excludes any sales taxes, first year maintenance fees or escrow fees which may apply) for the provision of the System and the Services. The Purchase Order will be governed exclusively by the terms and conditions of this Agreement.

21. Audits In addition to Section 3 (g), TripSpark may perform audit(s) on the use of the System upon giving Customer written notice of at least five (5) business days. Customer 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.

22. 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, a party may submit the dispute to binding arbitration. The parties shall select an arbitrator by mutual agreement ten (10) days, which will be skilled in the legal and business aspects of the software industry. The parties agree that the 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 Arkansas. The foregoing provision will not limit the ability of a party to seek injunctive relief.

**EXHIBIT A**

Item	Software	Operational Characteristic Metrics	License Date
1.	*TripSpark Streets Mobile (Fixed Route), XGate (Fixed Route), XMobile Manager (Fixed Route), Streets Server License (Schedule/Import, Reporting, GTFS Export), Streets Client License, XGate Server License, XMobileManager Server License	up to twelve (12) fixed route vehicles	Effective date of this Agreement
2.	TripSpark myDrive MDT and In-Vehicle Gateway	up to twelve (12) fixed route vehicles	Effective date of this Agreement
3.	TripSpark Web Services	up to twelve (12) fixed route vehicles	Effective date of this Agreement
4.	TripSpark MyRide/Dynamic Passenger Information, MyRide Native App (Fixed Route)	up to twelve (12) fixed route vehicles	Effective date of this Agreement
5.	TripSpark MyRide Infotainment	up to fifty (50) infotainment controllers	Effective date of this Agreement
6.	TripSpark Headsign Integration (Fixed Route)	up to twelve (12) fixed route vehicles	Effective date of this Agreement
7.	TripSpark Route Monitor (Fixed Route)	up to twelve (12) fixed route vehicles	Effective date of this Agreement
8.	TripSpark GTFS Real Time Feed (Fixed Route)	up to twelve (12) fixed route vehicles	Effective date of this Agreement
9.	TripSpark Service Interruptions (Fixed Route)	up to twelve (12) fixed route vehicles	Effective date of this Agreement
10.	TripSpark TextSpeak Annunciator (Fixed Route)	up to twelve (12) fixed route vehicles	Effective date of this Agreement
11.	Transit Database	Included	Effective date of this Agreement

**Notes:**

1. Third party Runtime licenses, if required to operate the TripSpark Software, are not included.
2. Proposed software solution is designed for the applicable Windows application.
3. Except as may be included in the Equipment or otherwise specifically required in the Agreement, The Customer is responsible for purchasing hardware and any other pre-requisite products.
4. As applicable, software applications may be operated on any of the licensed workstations. within a configuration approved by TripSpark. Licenses for additional local or remote workstations may be purchased at the current rates.
5. Licenses are provided for software utilization by City of Jonesboro JETS (Jonesboro, Arkansas).
6. Third Party runtime (i.e., Crystal Reports), if required, are not included.
7. \*Above identified Software corresponds to Exhibit C, 1.0 Streets Fixed Route pricing and corresponding Software maintenance pricing in Exhibit E.

## **EXHIBIT B**

### **List of TripSpark Equipment Streets:**

<b>Description</b>	<b>Quantity Units</b>
<b>In-Vehicle Streets Equipment - Fixed Route</b>	
myDrive & Vehicle Gateway	12 (plus 4 spares)
TextSpeak Annunciator	12 (plus 4 spares)
myDrive Mounting Bracket	12
Cabling	12
Training Kit	1

### **List of Third Party Equipment Streets:**

<b>Description</b>	<b>Quantity Units</b>
<b>Third Party Equipment</b>	
Onboard LED Next Stop Sign	12 (plus 4 spares)
Infotainment Intelligent Display	50

**EXHIBIT C: SUMMARY OF PRICING**

**1.0 Streets Fixed Route**

<b>Product</b>	<b>Licenses</b>	<b>Services</b>	<b>Expenses</b>	<b>Equipment</b>	<b>Installation Services</b>	<b>Total</b>
*Streets CAD/AVL	\$57,750	\$92,350	\$5,625	\$0	\$0	\$155,725
Hosting Setup	\$0	\$4,950	\$0	\$0	\$0	\$4,950
myDrive In-Vehicle MDT & Vehicle Gateway	\$6,300	\$30,783	\$5,625	\$39,442	\$10,875	\$93,025
Web Services	\$23,100	\$4,125	\$0	\$0	\$0	\$27,225
MyRide/Dynamic Passenger Information	\$12,606	\$4,125	\$0	\$0	\$0	\$16,731
MyRide Native App	\$7,750	\$23,925	\$0	\$0	\$0	\$31,675
MyRide Infotainment	\$18,050	\$12,375	\$0	\$596,732	\$92,391	\$719,548
Headsign Integration	\$3,144	\$9,900	\$0	\$1,038	\$3,750	\$17,832
Route Monitor	\$22,050	\$2,475	\$0	\$0	\$0	\$24,525
GTFS Real Time Feed	\$20,790	\$5,775	\$0	\$0	\$0	\$26,565
Service Interruptions	\$22,050	\$14,025	\$0	\$0	\$0	\$36,075
TextSpeak Annunciator	\$6,300	\$39,188	\$3,200	\$17,910	\$10,500	\$77,098
Third Party Sunrise Internal LED Signs	\$0	\$0	\$0	\$15,644	\$0	\$15,644
<b>Total Fees (USD)</b>	<b>\$199,890</b>	<b>\$243,996</b>	<b>\$14,450</b>	<b>\$670,766</b>	<b>\$117,516</b>	<b>\$1,246,618</b>

## **EXHIBIT C: SUMMARY OF PRICING**

### **2.0 Payment Schedule for Fixed Route Software and Equipment**

Milestone 1: 100% of License fees and 20% Services fees, 20% Installation Services fees, and 20% Expenses due upon execution of the Agreement

Milestone 2: 100% Equipment hardware fees due upon shipping to Customer location

Milestone 3: 20% Services fees, 20% Installation Services fees, and 20% Expenses due upon delivery of draft operational review document

Milestone 4: 20% Services fees, 20% Installation Services fees, and 20% Expenses due upon installation of Software in TripSpark's hosted environment

Milestone 5: 20% Services fees, 20% Installation Services fees, and 20% Expenses due upon delivery of Initial training session Acceptance pursuant to Section 5 (i) and Section 5 (ii) of the Agreement

**Note:** Milestones will be invoiced and due on a per individual Software component basis.

### **3.0 Hosting Services' Fees**

<b>Hosting (USD)</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
** Hosting Services Fees	\$9,837	\$10,329	\$10,846

**Note:** \*\*First three (3) years Hosting Services Fees only, assumes a minimum three (3) year Licensee payment commitment, including termination of the Agreement or Hosting Services. Year 1 commences upon completion of TripSpark Streets CAD/AVL Software installation configuration in accordance with the corresponding Statement of Work, attached hereto as Exhibit D. Upon expiry of Year 3 Hosting Services term, annual Hosting Services are subject to program availability and TripSpark's then current pricing.

Includes five (5) individual login user ids

\*\*\*each additional user \$15 per month

Includes 320GB of transfer per month

\*\*\*Each additional 1GB \$1 per month

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

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

### **4.0 TripSpark Equipment Extended Warranty**

<b>Extended Warranty Pricing</b>	<b>Year 1 (USD)</b>
myDrive In-Vehicle MDT & Vehicle Gateway	\$1,770
TextSpeak Annunciator	\$2,184

**Note:** First year extended TripSpark Equipment warranty support fees only. Should Customer wish to purchase extended TripSpark Equipment warranty support prior to individual expiry of Year 1 terms, Customer must issue a purchase order to TripSpark prior to warranty expiry pursuant to Section 6 (a) of this Agreement. Upon expiry of Year 1 annual terms, TripSpark Equipment extended Warranty annual support is subject to program availability and then prevailing TripSpark pricing.

## **EXHIBIT C: SUMMARY OF PRICING**

### **5.0 Subscription Fee(s)**

Message Point Service	Year 1
****Subscription Fees USD (up to fifty (50) Third Party Equipment controllers)	\$28,277

**Note:** \*\*\*\*First year payable Subscription Fee only. Year 1 shall be due and payable upon Customer's first access to the Message Point Service, in any capacity. For all future renewals, Subscription fees shall be subject to TripSpark's then current pricing, and Message Point Service program availability.

### **General Pricing Assumptions**

1. Pricing expires June 30, 2025.
2. \*Software license pricing corresponds to the operational metrics of Software licensed use pursuant to Exhibit A of this Agreement.
3. Applicable taxes are not included and shall be assessed during TripSpark invoicing.
4. Customer is responsible for the computer hardware & off-the-shelf software as per TripSpark's most current specifications.

### **General Project Assumptions**

#### **TripSpark will provide:**

All of the Equipment, included above.

Technical services to consist of: project management; system testing; 'train the trainer' training; implementation; and remote support.

#### **Customer will be responsible for providing the following:**

1. Space, power, network (LAN/WAN) connectivity, for required servers and workstations.
2. Access to the servers via the internet (i.e., VPN, PCAnywhere) to support remote troubleshooting/support.
3. Provision/configuration of router/firewall to allow two-way IP based communications with mobile devices.
4. Public data network activations and monthly airtime subscriptions for each vehicle.
5. Swap-out maintenance of in-vehicle TripSpark Equipment during and after the warranty period.
6. Data entry/verification including but not limited to stops, routes, schedules, timepoints.
7. Third party interface fees to existing agency equipment (incl. fareboxes, annunciators, onboard signs, etc.)
8. Interfacing with Google's technical team for GTFS export, including testing and schedule adjustments required to obtain approval.

## **EXHIBIT C: SUMMARY OF PRICING**

### **Dynamic Passenger Information / MyRide Assumptions**

1. SMS requires annual contact with monthly service charges and message fees based on the number of messages sent or received and number of voice minutes used. Customer will be responsible for monthly \$0.02 per SMS message and \$0.03 per voice minute fees, which shall be billed monthly by TripSpark. Such monthly transaction fees are subject to change without notice.
2. Customer will provide the MyRide server and OS as specified by TripSpark.
3. Customer is responsible for Google and/or Apple developer accounts.
4. MyRide requires a Google/API key, the cost of which are the responsibility of the Customer. Use of the MyRide Native App Software increases the costs.

## **EXHIBIT D: STATEMENT OF WORK**

### **Statement of Work: Streets**

This document defines the roles and responsibilities of both TripSpark and the Customer. Unless otherwise indicated, TripSpark will provide standard services as defined by TripSpark. Any Services beyond what is defined in this statement of work will be considered out of scope, and an amendment or work order will be required.

### **Project Overview & Timeline**

This project will consist of the implementation of TripSpark's Streets Intelligent Transportation System, inclusive of the Streets back-office Software and Streets in-vehicle Equipment.

TripSpark will provide a Project Manager and Implementation Specialists as necessary to complete the tasks outlined below.

TripSpark's Project Manager will:

- Act as a single point of contact for Customer during this project
- Oversee the project timeline
- Schedule and coordinate all meetings and calls

TripSpark's Implementation Specialist will:

- support the tasks outlined below
- provide troubleshooting and remote support as necessary

This implementation involves the following stages:

- Kick-Off & Operational Review
- Fleet & Vehicle Survey
- Software Installation & Configuration
- Training
- Equipment Installation & Pilot
- Equipment Installation & Rollout
- User Acceptance Testing
- Go-Live
- Software Acceptance
- Transition to Customer Care

TripSpark estimates that this project will take between six (6) and eight (8) months to complete from kick-off

### **Onsite Services**

TripSpark has budgeted five (5) onsite visits, with one (1) resource per trip, not to exceed four (4) contiguous days per trip. TripSpark has a standard recommendation for which stages of the project onsite visits should be utilized for. TripSpark and Customer will work together to schedule these onsite visits at a mutually agreed upon time.

### **Product Description**

The following is a high-level description of the components included as a part of this project:

#### **Streets – Scheduler**

Streets Scheduler is a fixed route scheduling tool for creating routes and managing work assignment.

#### **Streets – Admin**

Streets Admin is the administrative tool for the Streets ITS Software suite.

#### **Streets – Dispatch**

Streets Dispatch is the CAD/AVL (computer aided dispatch and automatic vehicle location) interface within the Streets ITS Software.

#### **Streets – Reports**

Streets Reports is the reporting interface for the Streets ITS Software suite, it allows reporting on collected data. Streets Reports is a web based tool.

### **XGate & XMobile Manager**

XGate & XMM are the middleware solutions within the Streets ITS Software suite that facilitate communication between the back-office Software and in-vehicle Equipment.

### **Streets – Route Monitor**

Streets Route Monitor is a tool within the Streets ITS Software suite that allows users to monitor the route schedule adherence and vehicle headway for Customer's routes.

### **Streets – Service Interruptions**

Streets Service Interruptions is a tool within the Streets ITS Software suite that allows users to create detours and planned route changes to a given route as well as the creation of temporary stops. Data will pass through automatically to GTFS-RT and MyRide where applicable.

### **myDrive Mobile Data Terminals**

myDrive MDTs are a ruggedized in-vehicle device to support operators in performing fixed route runs. myDrive allows for turn by turn navigation, dispatch & operator communication, and early/late monitoring.

### **TextSpeak Automatic Voice Annunciators**

TextSpeak AVA enables in-vehicle audible announcements at timepoints and stops on Customer's routes.

### **Sunrise Internal LED Sign**

Sunrise signs enable in-vehicle visual announcements at timepoints and stops on Customer's routes. Additionally, it can tie into next stop request infrastructure.

### **Headsign Integration**

TripSpark is able to integrate into various headsigns using a J1708 connection. This integration allows for the automatic updating of headway sign information to display route details to riders.

## **Kick-Off & Operational Review**

TripSpark and Customer will schedule a mutually agreed upon kick-off call to initiate the project. During the kick-off TripSpark and Customer will review the agreement, identify key roles and responsibilities for both parties, review the project timeline, and verify the milestone and billing.

Following the kick-off call, TripSpark will provide the Customer with an Operational Review Document (ORD). The ORD is a comprehensive document that will support TripSpark in further understanding your operations, processes, goals, and policies.

Customer must fill out the ORD within five (5) business days. Upon completion of the ORD, TripSpark and Customer will meet to review and clarify the details and address any missing information.

## **Fleet & Vehicle Survey**

Upon the completion of the Operational Review, TripSpark and Customer will schedule a mutually agreed upon onsite.

The Fleet & Vehicle Survey will include a comprehensive assessment of Customer's fleet to identify the appropriate vehicles to be chosen for the Equipment Pilot. During the onsite, Customer must work with TripSpark to schedule access to the entire fleet as needed. TripSpark may take pictures and videos of the vehicles, including inside of the radio cabinet. Customer must support TripSpark in completing our fleet survey spreadsheet.

TripSpark & Customer will identify Equipment installation locations within the vehicles. Such as MDT location, AVA location, APC location, etc.

## Software Installation & Configuration

TripSpark will install the Software into TripSpark's hosted environment.

TripSpark will configure the Software based on the results of the Operational Review and Vehicle Survey.

TripSpark will enable a GTFS static feed for exporting to Google and other 3<sup>rd</sup> party websites or applications.

TripSpark will provide up to twelve (12) hours of support to assist with the approval of the GTFS feed by Google.

Google approval is dependent on Customer data quality and is not the responsibility of TripSpark.

TripSpark will support Customer in inputting up to one (1) route and up to two (2) vehicles into the Streets Software suite.

Customer is responsible for providing the following:

- Stop locations and amenities
- Route information including names and time points
- Announcement scripts
- Maintain the relationship with Google and maintain the necessary Google accounts for GTFS exports
- Input of all necessary data into the Streets Software suite.

## Training

TripSpark will provide training based on standard training agendas.

- Training sessions will vary in length and topic.
- Training is a train-the-trainer approach.
- Training will be provided throughout the project to support the adoption of the Software.

TripSpark will provide digital copies of any documentation used for training, as well as allowing Customer to record training sessions as desired for future usage.

Specific sessions and topics will be as agreed upon by TripSpark and Customer, a sample agenda follows:

- Overview training
- Dispatcher training
- Scheduler training
- Operator training
- Maintenance training
- Administrator training
- Reporting training

Training sessions will be delivered at mutually agreed upon times and are not to exceed thirty-two (32) hours in total.

Customer's staff must attend appropriate and applicable training sessions as scheduled.

Customer must provide trainees with workstations with access to the Software, headsets, Teams or Zoom, and internet access.

Customer must ensure that Equipment training kits are available for Operator and Maintenance training.

## Equipment Installation & Rollout

Equipment Installation & Rollout will involve the installation and commissioning of the following Equipment on the entirety of the fixed route fleet.

TripSpark will configure and ship the Equipment to Customer location.

Vehicles will be chosen as mutually agreed upon by TripSpark and Customer for installation of the Equipment.

TripSpark's chosen Installers will come onsite at a mutually agreed upon time and install the following Equipment into an agreed upon subset of the fixed route fleet.

Installers will also provide limited functionality testing to ensure that the Equipment was installed as per TripSpark's standards.

TripSpark will provide the Equipment identified below:

Equipment deliverables for the in-vehicle rollout

- (12) myDrive MDTs & cabling
- (12) RAM Mount Kits for myDrive
- (12) Vehicle Gateways for myDrive
- (12) TextSpeak AVAs & cabling
- (12) Sunrise Internal LED Signs & cabling
- (12) Headsign Integration cables

Customer is responsible for:

- Accepting and storing the Equipment in a safe location prior to the installation
- Obtaining the necessary permits or permissions for installations
- Cellular or data lines as per TripSpark's standards to connect the in-vehicle Equipment with the back-office Software
- Ensuring the identified vehicles are available for installation within regular business hours
- Providing a safe and suitable location for installation at a central location
- Maintaining and Troubleshooting the in-vehicle Equipment after installation
- Troubleshooting of the in-vehicle Equipment after the Installer has departed and validated installations using TripSpark's testing standards

## User Acceptance Testing

Customer must complete testing of the Software using real world scenarios and examples. Customer will have ten (10) days in which to perform UAT. Upon the completion of those ten (10) days, unless communicated otherwise UAT will be completed. If Customer identifies any Critical issues during UAT, then upon resolution any future UAT periods will last five (5) days.

TripSpark will support with issue resolution.

Customer will document and prioritize any issues encountered throughout the UAT period. Customer will supply TripSpark with a complete list of all issues which TripSpark will assess for root cause and resolve based on the severity levels defined below:

1. Critical – an issue that causes failure of the Software
  - a. such as system crashing or data loss
2. Major – an issue that impairs use of the Software, without a satisfactory work around
  - a. such as missing functionality or security concerns
3. Minor – an issue that impairs use of the Software, but has a satisfactory work around
  - a. such as system recoverable errors or inconsistent outcomes

## Go-Live

Go-Live is a ten (10) day period following the completion of UAT. TripSpark will provide a resource to support Customer in operational use of the Software over the Go-Live period. Any additional Critical or Major issues will be resolved by the TripSpark project team. Any additional or outstanding Minor issues will be transitioned to the TripSpark Customer Care team.

## Software Acceptance

Notwithstanding anything contrary within this agreement, once all available Software and Equipment has been installed, Software Acceptance will commence. Software Acceptance criteria is governed by the Software Acceptance provisions of the Agreement between Customer and TripSpark.

## Transition to Customer Care

Upon Software Acceptance, TripSpark will schedule a call between Customer and TripSpark Customer Care. TripSpark will ensure Customer staff have access to myTripSpark.com and other TripSpark resources and are trained on the ticket creation and monitoring process.

## Customer Resource Requirements

The table below outlines estimations on resources and resource allocations to support the implementation.

Resource	Resource Allocation	Tasks
Project Manager	<ul style="list-style-type: none"> <li>• 30% of their time for the duration of this project.</li> </ul>	<ul style="list-style-type: none"> <li>• Coordinate the scheduling of all of Customer resources for meetings, calls, training sessions, and other deliverables.</li> <li>• Coordinates all responsibilities of Customer.</li> <li>• Act as a main point of contact for TripSpark.</li> </ul>
Subject Matter Experts	<ul style="list-style-type: none"> <li>• 25% of their time for the duration of this project.</li> </ul>	<ul style="list-style-type: none"> <li>• Participation in project stages as required.</li> <li>• Participation in all training sessions as required.</li> <li>• Someone with intimate knowledge of the operator and mechanical processes and procedures at Customer.</li> <li>• Conduct End User training.</li> </ul>
System Administrators & IT	<ul style="list-style-type: none"> <li>• 15% of their time for the duration of this project.</li> </ul>	<ul style="list-style-type: none"> <li>• Participate in installation and configuration of Software.</li> <li>• Participate in training sessions as required.</li> <li>• Assist with network access and troubleshooting.</li> <li>• Maintain and manage user access and logins to TripSpark Software.</li> </ul>
End Users	<ul style="list-style-type: none"> <li>• 25% of their time for the duration of this project.</li> </ul>	<ul style="list-style-type: none"> <li>• Execute user acceptance testing.</li> <li>• Responsible for user acceptance testing</li> <li>• Participate in training sessions as required.</li> </ul>

## Assumptions

- TripSpark will take advantage of existing TripSpark infrastructure, data sources, and Software unless otherwise stated.
- TripSpark will supply its standard Documentation as part of this project.
- Microsoft SQL must be used for all required databases.
- The Software will be provided 'off-the-shelf'.
  - Features and functions of the Software will conform to those outlined in the provided Documentation.
  - Unless otherwise noted, TripSpark will be providing its default software solutions with no customizations and will take advantage of any existing data sources and software that are available.
- Travel expenses have been quoted based on a minimum of 2 weeks' notice for travel dates. Insufficient travel notice will result in additional travel expenses being incurred by Customer to cover the higher cost of last-minute travel.
- Unless otherwise noted, all Services, materials, and training will be provided in English.
- Unless otherwise noted, all Services are provided during TripSpark's business hours.
- Unless otherwise noted, all Services are to be provided remotely.
- Customer's vehicles are currently able to support the installation of and integration to the TripSpark provided Equipment.
  - This may include headsign compatibility, power converters for APCs, and GFI Farebox compatibility.

- Customer is responsible for any 3<sup>rd</sup> party interface fees, software updates, or costs related with any of the integrations provided.
- Customer is providing all workstation hardware needed for ongoing usage of the Software.
  - Workstations shall be preconfigured to TripSpark's specifications.
- Customer will not write to or modify the Streets database
- Customer will be responsible for maintaining all in-vehicle Equipment and be responsible for the swap-out maintenance without expense to TripSpark.
- Customer will be responsible for any 3<sup>rd</sup> party or existing in-vehicle equipment not provided by TripSpark and any repairs or changes necessary.
- Customer will perform initial troubleshooting.

## **EXHIBIT D: STATEMENT OF WORK**

### **Statement of Work: MyRide Website and Application, & GTFS-RealTime**

This document defines the services to be provided by TripSpark for the Customer, as well as the roles and responsibilities of the Customer'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 Customer. 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
- Publishing of the MyRide App on the Google Play and Apple App stores
- Training
- User Acceptance Testing
- Go-Live Support

### **Product Description**

MyRide will offer passengers real-time information regarding the current fixed route vehicle position through a publicly accessible website, native application, or through the use of SMS text messages. The information that is displayed by MyRide is derived from the data that is gathered via Ranger and passed to Streets. TripSpark will ensure that Streets is accurately passing information to MyRide.

In addition to real-time updates on vehicle position, MyRide offers an automated trip planning service integrated with Google Maps as well as SMS or e-mail alerts to notify subscribers in real-time. TripSpark will provide the standard MyRide website offering and will customize the website and application with the Customer's branding logo and colors.

SMS functionality:

- Users will be able to text "<Keyword> <Route name> <Stop code>" to a SMS code to receive near real-time information about the next buses at that stop.
- Keyword – 3-5 characters subject to availability
- Route name – max 5 characters, alpha numeric (recommend 2 numeric or less).
- Stop code – max 10 characters, alpha numeric (recommend 4 numeric or less),
- SMS code – short code (5 digits) or long code (10 digits) depending on Customer plan chosen
- Example: Text "Blue 13 2103" to 41411

GTFS-RT will allow Customer to export real time data in the GTFS standard to 3<sup>rd</sup> parties such as Google.

## Operational Review

The operational review will involve a series of meetings and conference calls with the Customer's project team to discuss the business requirements.

The goal of the operational review is to:

- Review Customer business requirements and operational needs
- Review business processes to identify any takeaways that require mitigation strategies
- Provide any sample marketing materials that the Customer may be able to use

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

The TripSpark technical resource will:

- Publish the MyRide App on the Google Play and Apple App stores configured and branded based on the Customers provided marketing material
- Provide technical support to the Customer to address issues associated with the MyRide App until project completion
- install the Software remotely on the Customer's network. The Software will be installed once (1) within the test environment.
- TripSpark will also provide assistance with transitioning the Software to the production environment.
- Prepare server configurations for GTFS-RT
- Enable Streets GTFS Real Time at Customer site
- Enable and Configure Streets to Utilize GTFS Real Time
- Set up a method through which GTFS Real Time Files are uploaded to a location which Google or other 3<sup>rd</sup> parties can access.

The Customer will:

- Provide TripSpark with the Google Maps API keys, Google Map Java Script API keys, the Google Server API keys, the Google Browser API keys, the Google Direction API keys, and the Google Places API keys
- Provide TripSpark with the agency's Google analytics tracking ID
- Provide TripSpark with reCAPTCHA site key, reCAPTCHA secret key, and the OneSignal App ID, OneSignal REST API key, and OneSignal Safari Web ID
- Provide TripSpark with a Bit.Ly Access Token
- Complete in full the Customization form provided to them by TripSpark
- Provide a test environment at their facility that can be used for testing new versions of the Software.
- Ensure adequate user testing is completed before implementation of the Software in a live environment.
- Modify internal network to ensure proper communications between the Software servers and workstations if necessary

- Configuration of router/firewall to allow two-way IP-based communications with the mobile devices
- Be responsible for educating the public on the use of the MyRide website and SMS service

## Training

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

- Up to four (4) hours of Training on the use of MyRide
- Up to four (4) hours of Training of the Administrative functions of the Software.

In addition to training, TripSpark will provide one (1) hard copy and one (1) digital copy of all available user Documentation. Customer is free to create copies of the hard copy Documentation for their users. TripSpark will also provide printed and electronic material in the form of 'quick reference guides' for certain aspects of the Software.

Users will also have access to recorded training videos and online sessions provided through myTripSpark.com, as described in our standard support Documentation.

Customer's resources are encouraged to participate in all training sessions related to their field, as outlined in the Operational Review.

### **Ideal Training Environment:**

- Networked computer for each trainee, connected to the test environment.
- White board and markers
- LCD projector

If the items above are not available, TripSpark will work with Customer to identify alternative arrangements.

## User Acceptance Testing (UAT)

The final phase of the implementation will be acceptance testing. This involves Customer 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.

TripSpark will launch a BETA version of the Application in a controlled environment.

Customer will test for trip planning which will require an up-to-date and active GTFS export, as well as any general functionality testing.

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

## Go-Live

TripSpark will make the website and app visible to the public upon completion of UAT.

## Transition to Customer Care

Following Software Acceptance TripSpark will schedule a Transition meeting with the Customer to discuss ongoing Customer Care support. When Customer is in customer care, Customer 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 Software at Customer. These services will consist of the following:

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

## Customer Resource Responsibilities

If Customer causes delays by not adhering to the below responsibilities and requirements listed in this SOW, and these delays result in additional service being incurred by TripSpark, then TripSpark reserves the right to charge Customer additional services fees, which shall be the responsibility of the Customer.

The table below identifies the resource requirements for the Customer.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Customer and TripSpark	20% of time for duration of project.	<ul style="list-style-type: none"><li>○ Coordinate the scheduling of all of the Customer'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>○ Participating 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 approximately three (3) months assuming TripSpark has been provided the necessary prerequisites.

## 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.
- Customer is responsible for the payment of fees associated with their usage of the MyRide Software (Google API fees & Twillio fees).
- It is assumed this software will take advantage of existing TripSpark infrastructure, data sources and software unless otherwise stated.
- All services are to be provided remotely.
- Customer will be responsible for marketing the MyRide App to the public, marketing may involve a public education campaign. TripSpark is available for consultation.
- Customer must have Google Play and Apple App Store developer Accounts and are responsible for any related fees.
- Customer must have a Privacy Policy and Terms of Use that is compliant with both Apple App and Google Play stores.
- Customer is responsible for all images and logos to be utilized in the Application and must have them scaled appropriately to size.
- Customer must have an Apple Device to obtain two-factor authentication, as well as an Apple account to upload and publish the MyRide App to the Apple App store.
- Customer is responsible for all charges incurred by using Google’s APIs.
- Microsoft SQL will be used for the database.

## **EXHIBIT D: STATEMENT OF WORK**

### **Statement of Work: MyRide Infotainment**

This document defines the services to be provided by TripSpark for the Customer, as well as the roles and responsibilities of the Customer'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 Customer. 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
- Equipment Installation and Configuration
- Training and Content Planning
- User Acceptance Testing
- Go-live Support

### **Project Overview**

This project involves commissioning of stationary displays for the Customer as well as implementation of the Provider's content management software and integration of the content management software with TripSpark's Software.

The Provider will work with the Customer to provision and deploy Infotainment Service on stationary displays in accordance with the summary below. Provider will assist in verifying that Provider signage displays are properly installed by Installer and ready to provision content when received by the Customer. Once received by Customer, Provider will assist in setting up the Services properly and planning the Customer's initial content layouts and schedule.

The following Software modules are included with this project:

- MP.TV Core Apps per Standard Bundle
- MP.TV Interactivity Engine

Software will be delivered 'off-the-shelf' with no custom development included unless otherwise noted; features and functions of the Software will conform to those outlined in the documentation. Provider will assist Customer with setting up their Infotainment content, including support for channel designs and layout; Provider will assist with configuring the layout, colors, fonts, logos, and other assets provided by Customer.

The following Equipment and Software deliverables are included with this project:

- Quantity 47 DSP-EX29sw-G4-S Superwide 29" display
- Quantity 3 EX55 Outdoor 55" display
- Quantity 50 MP.TV Professional License - Self Managed Support

## Operational Review

The operational review will involve a series of meetings and conference calls with Customer's project team to discuss the business requirements.

The goal of the operational review is to:

- Review Customer business requirements and operational needs
- Review business processes to identify any remaining gaps and strategies to mitigate them
- Provide any sample marketing materials that the Customer 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 remotely, the Software will be installed once (1) within the environment.

TripSpark and the Provider will configure Infotainment displays to communicate with the Software.

Provider will assist Customer with setting up their Infotainment content, including support for channel designs and layout.

Provider will assist with configuring the layout, colors, fonts, logos, and other assets provided by Customer.

## Equipment Installation and Configuration

Customer must participate in on-site surveys and other onsite work.

Customer and their designated maintenance personnel, together with TripSpark and Provider will select equipment mounting locations for each display. Final selection will be determined by Customer.

Customer is responsible for providing all structural mounting points prior to Equipment Installation and Configuration, including but not limited to bolts and anchors. Engineering review of the mounting points is the responsibility of the Customer.

Scheduling of the Installation must be as agreed upon by all parties, TripSpark, Provider, Installer, & Customer

The parties agree Third Party Equipment will be shipped and delivered to Customer location, and Third Party Equipment shall be deemed accepted upon drop ship delivery to Customer location.

## Training and Content Planning

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.

- Digital display signage operator training

In addition to training, TripSpark will provide one (1) digital copy of all available user documentation.

Customer 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.

Customer'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 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 (UAT)**

Customer must complete testing of Infotainment. It is estimated that User Acceptance Testing should take up to 2 (two) weeks. TripSpark and Provider will be available for support during this time if configuration changes are required. Customer is responsible for creating use cases that best demonstrate common business processes in order to ensure testing appropriately covers real business situations.

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

### **Go-Live Support**

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

Customer should install Infotainment in an ideal sample of locations for a pilot run. TripSpark and Provider will be available for support during this time if configuration changes are required.

#### **Full Launch Go-Live**

Upon completion of Soft Launch for Infotainment, you can now install infotainment in all locations. TripSpark and Provider will be available for support during this time if configuration changes are required.

### **Software Acceptance Period**

Upon completing the delivery, installation, and testing of the individual TripSpark Software, TripSpark will notify Customer in writing. Notwithstanding the above, Customer will be deemed to accept the Software when the Customer puts the Software into operational and functional use. The Software will be deemed to be in operational and functional use when the Customer first uses the Software to support its then current operations in any capacity.

### **Transition to Customer Care**

Following Software Acceptance TripSpark will schedule a transition meeting with the Customer to discuss ongoing Customer Care support. When Customer is in customer care, Customer 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 Software at Customer. These services will consist of the following:

- The TripSpark PM will provide bi-weekly reports to Customer'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.
- Act as a single point of contact for the Customer during implementation, including communication with the Provider and Installer.

## Customer's Resource Responsibilities

If Customer causes delays by not adhering to the below responsibilities and requirements listed in this SOW, and these delays result in additional service being incurred by TripSpark, then TripSpark reserves the right to charge Customer additional services fees, which shall be the responsibility of the Customer.

The table below identifies the resource requirements for the Customer.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Customer and TripSpark	20% of time for duration of project.	<ul style="list-style-type: none"><li>○ Coordinate the scheduling of all of the Customer'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.</li></ul>
System Administrator		25% of their time for the duration of the project.	<ul style="list-style-type: none"><li>○ Procure and configure Equipment with a TripSpark Ready specification as per each Software product's Tech Sheet (where available).</li><li>○ Participating in System Administration training</li></ul>

Resource	Description	Time Dedication	Tasks
Maintenance Personnel	Responsible for Equipment maintenance and upkeep	25% of their time for the duration of the project.	<ul style="list-style-type: none"> <li>○ Participate in any on-site surveys</li> <li>○ Assist in selecting installation locations and mounting locations</li> <li>○ Complete Installations</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

The services as outlined in this document can be completed within approximately three (3) months from the Operational Review.

## 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.
- Infotainment is in English only
- It is assumed this Software will take advantage of existing TripSpark infrastructure, data sources and Software unless otherwise stated
- Customer is responsible for storing the Infotainment Equipment upon delivery to Customer location.
- Customer must be on MyRide and Streets Versions 5.0 and 6.9 respectively or newer
- Provider will host and configure the server-side Software that will be used by the Customer for the Infotainment system.
- Customer is responsible for internet access to the Equipment, including unmodified HTTPS outbound connections to all required platform servers and API server sources using a circuit or data plan paid for by the Customer.
- Customer shall obtain necessary permits or permissions for any activities requiring outside authorization and pay any costs associated with these permits or permissions.

- Customer will provide complete visual assets to allow their content channels to be configured including brand standards, style guides, or equivalent documentation of colors, logotypes, fonts, etc. (If Customer uses any licensed fonts, Customer shall be responsible for the cost of licensing these fonts for use in this project.)
- End User will be responsible for the swap-out maintenance of display equipment during and after the warranty period

## **EXHIBIT E: MAINTENANCE FEES**

### **Long Term Support Fees**

<b>Software Maintenance</b>	<b>Year 1 USD</b>
*Streets CAD/AVL	\$11,550
Web Services	\$4,620
MyRide/Dynamic Passenger Information	\$2,521
MyRide Native App	\$1,938
MyRide Infotainment	\$4,513
Headsign Integration	\$629
Route Monitor	\$4,410
GTFS Real Time Feed	\$4,158
Service Interruptions	\$4,410
myDrive In-Vehicle MDT & Vehicle Gateway	\$1,260
TextSpeak Annunciator	\$1,260

**Note:**

1. The above identified first year Software maintenance fees correspond to the Software and associated operational metrics of licensed use identified in Exhibit A of this Agreement. Year 1 commences upon individual System acceptance or Software acceptance, as applicable, pursuant to Section 5 of the Agreement (System and Software Acceptance). Upon expiry of the individual Year 1 Software maintenance terms, annual Software maintenance shall be subject to program availability and then current TripSpark pricing.

## **EXHIBIT F: RETURN MATERIALS AUTHORIZATION ("RMA")**

*All items returned to TripSpark must have the following information presented prior to the issuing of a Return Material Authorization ("RMA") number. The reason for return (as specific as possible), the item(s) part number(s), serial number, and Customer contact. For vehicles installed TripSpark Equipment please provide the vehicle id, vehicle make/model and vehicle year.*

### **RETURN MATERIAL AUTHORIZATION ("RMA") REQUEST**

Customers who have TripSpark Equipment needing repair, having received TripSpark approval for the repair, shall follow the procedure outlined below:

Buyer (or authorized representative) has TripSpark Equipment needing repair.

Buyer (or authorized representative) provides to TripSpark: Part Number, Serial Number, and Detailed Problem Description with Unit by logging onto [www.MyTripSpark.com](http://www.MyTripSpark.com) and selecting "Request an RMA" on the left side. You will need to enter the following information:

- a) Serial number
- b) corresponding problem description for each device being returned
- c) return shipping address
- d) billing address

A complete and accurate description of the condition or problem of the component or unit and the initial trouble shooting shall be done by the Customer (or authorized representative).

The Customer (or authorized representative) shall ship the unit and CRG (Customer Returned Goods) form to:  
Trapeze Software Group, Inc. d.b.a. TripSpark Technologies  
5265 Rockwell Dr NE  
Cedar Rapids, IA 52402  
Attention: RMA Department

For International shipments, please include a commercial invoice to prove place of origin for the repair.

#### **Packing**

- Customer (or authorized representative) places all TripSpark Equipment (EXCEPT IVLU's) in a nonstatic bag along with a copy of RMA form. IVLU's shall be sent in an ESD static sensitive bag. TripSpark will provide non-static bags at Customer's request. Customer shall place a copy of the CRG Form, which shall be provided by TripSpark at the time of the RMA request, inside the box or taped to the outside of the bag of the unit being returned. Customer (or authorized representative) shall pack all returned units carefully, using packing peanuts and bubble wrap when necessary. All returns are Customer property and must be protected during shipping and through the entire return process.
- Use the values on the commercial invoice for entering the 'Value for Customs' on shipping forms (for international shipments)
- Do not enter a 'Total Declared Value for Carriage'. (For International shipments)
- Mark the RMA number on the top of the outside boxes.
- Attach one copy of the commercial invoice to each box (for international shipments)
- Attach the waybill.

#### **Please note:**

- TripSpark will provide proper packaging at a nominal fee if the units are not sent to us in original packaging or if the packaging is damaged.
- Customer is responsible for shipping to and from TripSpark on all non-warranty/non-maintenance repairs and per the agreement on warranty/maintenance repairs.

- If the quantity or serial numbers are not filled out correctly on the commercial invoice, customs may hold the shipment, or the shipment may be refused.

If you have any questions, please contact our Customer Care Department ([cc@tripspark.com](mailto:cc@tripspark.com))

## **EXHIBIT G**

### **Hosting Services**

#### **1. OVERVIEW**

This Exhibit G describes the hosting services for the TripSpark 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:

- Customer hardware, including Customer’s servers, printers, network hardware (including routers and switches) and other Customer site computing equipment
- Customer application TripSpark Software
- Customer Local Area Networks (“LAN”)
- Customer 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 Customer’s benefit in a manner that will meet the objectives outlined in the Service Level Objectives below.

##### **Support TripSpark Software**

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

##### **Hardware**

Customer shall provide the telecommunications equipment, communication lines, and associated internet services for connection from Customer’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 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 TripSpark Rides on Demand application, as SaaS will be accessible and available to the Customer 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 TripSpark Software systems quarterly. TripSpark will provide at least seven (7) business days’ notice of these planned outages.

If TripSpark is required to perform additional maintenance outside of the scheduled maintenance window, it will notify the Customer via email of its request. The Customer 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 Customer to attend and perform Services on-site, Customer 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 Customer site.

### **3. SERVICE LEVEL OBJECTIVES**

These Service Level Objectives are intended to provide an understanding of the level of service to be delivered by TripSpark for the Hosting Services specified in this Exhibit G. 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 95% 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 TripSpark Rides on Demand as application SaaS during the quarter;
- "y" is the total number of hours in such quarter minus the number of hours during such quarter that the Customer is unable to log into the TripSpark Rides on Demand as application SaaS because of (a) regularly scheduled maintenance windows for the TripSpark Software and for times in which Customer has been notified in writing (including e-mail) by TripSpark in advance thereof; (b) a Force Majeure Event; (c) non-performance of hardware, TripSpark 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 Customer is unable to log into the TripSpark 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 Customer's inability to utilize the TripSpark Software.

### **4. CUSTOMER RESPONSIBILITIES**

The Customer is responsible for:

- Assigning a primary and alternate Customer 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. Customer will control security at the TripSpark Software level.
- All printing. No print job will print at the Data Center and all physical printing requirements will be managed by the Customer.
- The purchase and installation of printers at Customer's sites for the TripSpark Software is being utilized.

- Installation, operation, and maintenance of all workstation TripSpark Software (and Customer's LAN, existing data communications configuration, hardware, or TripSpark Software required at the Customer'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 TripSpark Software used by Customer. Except for emergency fixes, Customer 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 TripSpark at the end of the Customer 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 TripSpark for assistance. Notwithstanding this diligence requirement, Customer is responsible for informing TripSpark of any problems encountered in a timely manner.

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

Customer shall not obtain any ownership rights, title, or interest in the TripSpark Software, hardware or systems developed or employed by TripSpark in providing any SaaS and Services under the Agreement. TripSpark shall not obtain any ownership rights, title or interest to Customer's data contained within the TripSpark Software database.

Upon request by Customer before or within sixty (60) days after the effective date of termination, TripSpark will make available to Customer their data in secure (i.e., encrypted, and appropriated authenticated) SQL bak format file. Should Customer request a different format, Customer shall be subject to additional costs. If TripSpark has not received a written request from Customer within the sixty (60) day period, TripSpark reserves the right to destroy the Customer's data, as it exists at the date of expiration or termination.

## **EXHIBIT H**

### **End User License and Support Agreement**

#### **I. Scope of This Agreement**

This End User License and Support Agreement covers the terms of service and the obligations MPM and end user (“Customer” or “End User”) as they pertain to the use of the delivery of managed digital signage / messaging services and professional design and consulting services (“Service”) by MPM for the benefit of the End User. This agreement supersedes any earlier written or oral agreement with respect to its content.

#### **II. Service License**

In consideration of payments to be made by End-User to MPM either directly or indirectly via an authorized reseller, MPM agrees as follows:

- (a) MPM hereby grants to Customer a personal, non-transferable, non-exclusive license to access the platform via the published interface methods, to use a production copy of the object code version of the Software in the form supplied by MPM and on hardware approved by MPM, restricted to the places of business of the Customer, for the Customer’s own operations, and for the display of the Customer’s own content.
- (b) MPM hereby grants to Customer a personal, non-transferable, non-exclusive license to use the Documentation, but only as required to exercise the license granted herein.
- (c) Other than the rights of use expressly conferred upon Customer by this paragraph, Customer 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 MPM.

#### **III. Content Standards**

Because the Message Point Service is a managed Service signage/messaging provided on equipment, software, and servers owned and managed by MPM, MPM has an obligation to ensure all content meets certain standards to be displayed on the system as further described below. While MPM reserves the ultimate decision to reject any content at its sole discretion, the following standards cover the majority of reasons why content would be rejected by MPM. End User must be able to document ownership or license to display the content in a public setting for commercial purposes (if applicable) from any copyright owner. For example, Public Domain License, Creative Commons CC0 or CC Attribution (CC BY) License (with appropriate attribution), evidence of commercial royalty free license purchase, affidavit of self-generation (with appropriate model release if necessary). Content must be provided in a size, compression ratio, and format appropriate for the target location on the display. Content must meet a standard of decency based on community standards, specific location, and context.

#### **IV. Information Security**

End User may not use the system or cause the system to be used for the storage or display of any information that is not suitable and permitted to be displayed in a public setting where it might be accessible to any interested party. The system should not be used to store or display any protected information including but not limited to information subject to FCRA, HIPPA, PCI, or other compliance standards. If End User loads or causes protected information to be displayed on the MessagePoint.TV system or Service they do so at their own risk and are solely responsible for any consequences or penalties; legal, regulatory, or otherwise of doing so.

While the MessagePoint.TV controller has been designed to minimize its attack surface and any potential security vulnerabilities, it is MPM’s recommendation that the MessagePoint.TV controller be deployed either completely outside of the organization’s firewall or security perimeter, or in an isolated “DMZ” security zone. If there is no requirement for access to any resources within the End User’s trusted network, it is recommended that the controller simply be deployed outside the End User’s firewall with no more access than any other guest or public internet device. In the case that visual applications require access to information within the trusted network, it is the policy of Message Point Media

that this should be done through the provisioning of a properly secured REST API endpoint that provides only the required information. In addition, the End User's firewall should be properly secured to only provide access to the resources (IP Addresses, Ports) that are required to support the visual application's data needs. If the End User does not follow this recommendation, misconfigures their network infrastructure, or requests that MPM deploy its controllers in a manner other than this recommendation they do so solely at their own risk, and MPM has no liability for any resulting information security breach or incident caused by the Service being deployed in this unsupported fashion.

If either End User becomes aware of any information security breach, unauthorized release of credentials, unauthorized access to the MessagePoint.TV platform, or any other security related incident that has any potential to involve or affect the MessagePoint.TV platform or Service it is their respective responsibility to immediately make MPM aware of this incident via email to our information security team at [IT\\_Security\\_Team @mpmedia.tv](mailto:IT_Security_Team @mpmedia.tv) or by calling our Support Hotline at (844) 4My-SIGN.

If MPM becomes aware of any information security breach, unauthorized release of credentials, unauthorized access to the MessagePoint.TV platform, or any other security related incident that has any potential to involve or affect the MessagePoint.TV platform or Service it is our responsibility to immediately make any effected End User and TripSpark aware of this incident via email from our information security team at [IT\\_Security\\_Team @mpmedia.tv](mailto:IT_Security_Team @mpmedia.tv) via e-mail to the End User's designated primary point of contact. These e-mails will contain the keyword [CRITICAL] in the subject line to allow the End User to easily identify them.

## **V. Maintenance and Warranty**

During any support period for which Service fees have been paid in full by Customer, MPM will maintain the Service so that it operates in conformity in all material respects with the descriptions and specifications for the service set forth in MPM published documentation. In the event that Customer detects any errors or defects in the Service, MPM will provide reasonable support services through an email, chat, or a telephone support line during its currently published support hours. Upon registration by Customer, MPM will also provide Customer with access to its software support website and other online resources for support of the Service. MPM will display notices of available platform updates in the Service's administrative console and such updates will be provided at no additional cost to Customer subject to the payment of all Service fees due at the time of the update.

This represents MPM's sole warranty with regard to this Service. MPM does not provide any other implied or expressed warranties, including any warranty of merchantability, fitness, or suitability for any specific purpose or function. Both parties agree that neither party shall be liable to the other party, under any claim or theory, for any special, punitive, consequential, incidental, indirect or consequential damages arising out of any services covered by this agreement (including, but not limited to, lost profits, good will, lost opportunity, lost data, and loss of usage). In the event of any other breach or default of any material obligation owed by one party to the other in this End User License Agreement, then the notifying party shall provide notice to the breaching party the breaching party shall be provided a reasonable opportunity to cure the breach or default prior to the notifying party taking any other actions

## **VI. Miscellaneous**

- D1 Referencing:** End User agrees that MPM may refer to End User as a Customer of MPM in both internal and external media.
- E1 Severability:** Both parties agree that if any provision of this End User License Agreement is deemed invalid or void it shall in no way effect any other provision of this End User License Agreement.
- F1 Force Majeure:** This agreement is designed to cover the support needs of the End User during normal operating conditions. MPM shall not be liable for damages, delay, or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to, acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, fire, flood, electrical surges, deliberate malicious acts, theft, and/or any other cause beyond the reasonable control of either party.

- G 1 Ownership of Intellectual Property:** End User agrees that all intellectual property involved in the delivery of MPM's Services, to include computer source code, methods, graphic designs, and service MPMs, remain the sole property of MPM and that the End User shall not retain any rights to this Intellectual Property at the termination of this and/or any successor agreements. End User agrees not to utilize MPM's intellectual property to reverse engineer a materially identical signage / messaging system. MPM agrees that this provision shall not apply to any information that would be generally known to anyone familiar with these types of services.
- H1 Survival:** End User agrees that the provisions of Sections VI-c and VI-e above shall survive the termination of this End User License Agreement by either party for any reason