SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

Between

TRAPEZE SOFTWARE GROUP, INC. d.b.a. TripSpark Technologies ("TripSpark"), with a place of business at 5265 Rockwell Drive Ne, Cedar Rapids, Iowa 52402, U.S.A.

And

CITY OF JOPLIN ("Licensee") with its principal place at business at 123 S Main St., Joplin, Missouri 64801, U.S.A.

Notice Information:

If intended for TripSpark, to:	If intended for Licensee, to:
1980 Matheson Blvd. Unit D	
Mississauga, Ontario L4W 5N3	
Contact: Legal Department	Contact:
Telephone: 905-629-8727	Telephone:

Number of Pages in this Agreement including attached Exhibits: __

This terms and conditions of this Agreement shall govern all dealings between TripSpark and the Licensee for the purchase of goods and services from TripSpark. This Agreement, including its Exhibits (Exhibit A, Exhibit B, Exhibit C) shall apply in place of and prevail over any preceding or subsequent terms and conditions contained or referred to in any of the Licensee's purchase orders, correspondence or elsewhere or implied by trade, custom, practice, or course of dealing and any purported provisions to the contrary are hereby extinguished or excluded. Without limiting the generality of the foregoing, TripSpark will not be bound by any standard or printed terms produced by Licensee. Licensee expressly acknowledges that no provisions, representations, undertakings, agreements, regarding the goods or services to be provided hereunder, have been made, other than those contained in this Agreement. The parties agree that no obligations or duties not set out expressly herein shall be imposed upon the parties or implied by law.

Signed for and on behalf of Trapeze Software Group, Inc.	**Signed for and on behalf of City of Joplin**
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

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 Software and Maintenance Agreement effectively made between TripSpark and Licensee, 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 and training materials pertaining to the Software as supplied by TripSpark;
"Software"	the certain software as identified in Exhibit A, including all modifications of the Software developed for Licensee under this Agreement;
"Statement of Work"	the specifications for the services to be provided by TripSpark and the Licensee, attached hereto as Exhibit C;
"Trade Secrets"	the Software, Documentation, and other related information (including all modifications of the Software developed for Licensee) disclosed to Licensee under this Agreement, including trade secrets and other confidential and proprietary information of TripSpark;
"Upgrades"	generic enhancements to the Software that TripSpark generally makes available as part of its long term software support program.

2. Software License In consideration of payments to be made by Licensee to TripSpark as set out below, TripSpark agrees as follows:

(a) TripSpark hereby grants to Licensee a personal, non-transferable, non-exclusive license 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") restricted to the places of business of the Licensee, for the Licensee's own operations, in accordance with the operational characteristics described in Exhibit A and Exhibit B.

(b) TripSpark hereby grants to Licensee a personal, non-transferable, non-exclusive license to use the Documentation, but only as required to exercise the license granted herein.

(c) Licensee may make one back-up copy of the Software as applicable. Licensee may use the Software solely to process Licensee's own data, and the software may not be used on a service bureau or similar basis to process data of others.

(d) The license to use the TripSpark Transit Database is granted to Licensee solely for the development of internal reports by Licensee and for the integrated operation of TripSpark software components. Unless expressly included herein all other access rights to the TripSpark Transit Database are excluded from this Agreement, and the Licensee shall not develop or use, or authorize the development or use of, any other interfaces to or from the TripSpark Transit Database.

(e) Other than the rights of use expressly conferred upon Licensee by this paragraph, Licensee 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 TripSpark.

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

3. Software Services In accordance with the terms of Exhibit B and Exhibit C, TripSpark will perform services related to Licensee's use of the Software (the "Services"). Such services may include installation, modification, testing, training, and additional services.

4. Software Acceptance Upon completing the delivery, installation, and testing of the TripSpark DriverMate Software module on five (5) tablet devices or all other individual Software modules in TripSpark's test environment, TripSpark will notify Licensee in writing. Licensee will then have ten (10) business days in which to conduct acceptance tests in order to ensure that the individual Software module operates in all material respects as specified in the Documentation. At the end of this period, Licensee will be deemed to accept the individual Software module unless TripSpark receives prior written notice outlining the nature of the perceived defects in the individual Software module. Notwithstanding the above, Licensee will be deemed to accept the individual Software module when the Licensee puts the individual Software module into operational and functional use. The individual Software module will be deemed to be in operational and functional use when the Licensee first uses the individual Software module to support its then current operations in any capacity.

5. Software Warranty TripSpark warrants that it holds title to all Software licensed and delivered pursuant to this Agreement. No warranty is provided by TripSpark with respect to the Software or any third party licensed products and third party hardware, including but not limited to tablet devices. Separate warranties may be available from the developer, distributor, or publisher of the third party licensed products.

The foregoing warranty is in lieu of all other warranties or conditions, express or implied, including but not limited to any implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose and any other warranties arising by statute or otherwise in law or from the course of dealing or usage of trade. TripSpark does not represent or warrant that this Software will meet all of Licensee's particular requirements, or that the operation of the Software will operate 100% error-free or uninterrupted, or that all program errors in the Software 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.

6. Software Maintenance During any annual support period for which maintenance fees have been paid in full by Licensee:

(a) TripSpark will maintain the Software so that it operates in conformity in all material respects with the descriptions and specifications for the Software set forth in the Documentation;

(b) in the event that Licensee detects any errors or defects in the 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 Licensee, TripSpark will also provide Licensee with access to its software support website;

(c) TripSpark will post notices of available Upgrades of the Software on its website and copies of the release notes for download. TripSpark will provide Licensee with Upgrades of the Software at no additional license fee charge.

7. Payment Upon execution of this Agreement, Licensee will issue a Purchase Order to TripSpark, for the Software license fees, Service fees, Third Party Transaction Services fees, and related expenses as set out in Exhibit B of this Agreement. TripSpark will invoice Licensee for the Software license fees, Services fees, and Third Party Transaction Services fees as set out in and according to Exhibit B of this Agreement. The gross amount of the license fee is set out in Exhibit A of this Agreement. TripSpark will invoice Licensee monthly for the Services provided, in accordance with Exhibit B of this Agreement. The total amounts due for all Service fees, modifications fees, and expenses are firm fixed amounts and will be invoiced on that basis. The Purchase Order shall be governed exclusively by the terms and conditions of this Agreement.

Licensee shall pay annual maintenance fees to TripSpark as provided in Exhibit B (the "Maintenance Fee") of this Agreement. This fee shall be subject to change as set out in Exhibit B of this Agreement. Licensee shall issue a Purchase Order annually specifying the amount set forth in the TripSpark invoice for Software maintenance services, and the Purchase Order shall be governed by the terms and conditions of this Agreement.

Licensee shall pay invoices within thirty (30) days of receipt. In the event of an invoice dispute, Licensee shall have five (5) business days from date of receipt of invoice to advise TripSpark of the reasons for disputing the invoice in question. If TripSpark has not received such notification within such timeframe, the invoice in question shall be deemed accepted by Licensee. Overdue undisputed payments will bear interest at the annual rate of ten percent (10%) on the amount outstanding from the date when payment is due until the date payment in full is received by TripSpark. Licensee 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 Licensee 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. Trade Secrets and Confidential Information Licensee acknowledges that any Trade Secrets or Confidential Information disclosed to Licensee pursuant to this Agreement are owned by TripSpark and include trade secrets and other confidential and proprietary information of TripSpark. Licensee shall maintain in confidence and not disclose the same, directly, or indirectly, to any third party without TripSpark's prior written consent. Licensee further acknowledges that a breach of this Section would cause irreparable harm to TripSpark for which money damages would be inadequate and would entitle TripSpark to injunctive relief and to such other remedies as may be provided by law.

9. Media and Publication Licensee shall not communicate with representatives of the general or technical press, radio, television, or other communications media regarding the work under this Agreement without prior written consent of TripSpark, which such consent shall not be unreasonably withheld. Neither Licensee nor any of its personnel shall publish or reproduce or arrange press releases regarding TripSpark without the prior written consent of TripSpark upon such terms as may be agreeable to TripSpark. TripSpark reserves the right to publish the results of the work done under this Agreement.

10. Force Majeure Neither party to this Agreement shall be liable to the other party hereto for loss or damage arising out of any delay or failure by such party in performing its obligations hereunder, except the making of payments due hereunder, if such delay or failure was the unavoidable consequence of a pandemic, natural disaster, exercise of governmental power, strike or other labor disturbance, war, revolution, embargo, insurrection, operation of military forces, or other event or condition beyond the control of such party, provided that such party notifies the other party of its inability to perform and the reasons there for, with reasonable promptness, and performs its obligations hereunder as soon as circumstances permit.

11. Remote Access Licensee shall provide TripSpark with the right to establish a remote connection to Licensee's computer(s) on which the Software is installed, so as to enable TripSpark to monitor the operation of the Software.

12. Intellectual Property Indemnification In the event of an intellectual property infringement claim by a third party, TripSpark will defend Licensee in respect of any such claims based on the claim that the Software infringes the intellectual property rights of that third party. TripSpark will pay any award rendered against Licensee by a court of competent jurisdiction in such action, provided that Licensee gives TripSpark prompt notice of the claim and TripSpark is permitted to have full and exclusive control of any defense. If all or any part of the Software becomes, or in TripSpark's opinion is likely to become, the subject of such a claim, TripSpark may either modify the Software to make it non-infringing or terminate this Agreement as it relates to the infringing portion of the Software. 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 the Software developed by Licensee or any other third party, or use of the Software in combination with software or other technology not supplied or approved in advance by TripSpark, or use of the Software contrary to this Agreement or the Documentation.

13. Limitation of Liability

(a) TripSpark and Licensee 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 Licensee 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 the 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 Licensee's connection to or use of the internet.

(c) TripSpark will not be liable to Licensee or any third party for any claims, expenses, damages, costs, or losses whatsoever arising out of or in any way related to:

(i) Licensee's use of map or geographical data, owned by Licensee or any third party, in conjunction with the Software or otherwise; or

(ii) Licensee's use of the Software insofar as such Software 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 entire 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 Software (whether or not in the manner permitted by this Agreement) including, but not limited to claims for breach of contract, tort, misrepresentation, or otherwise, or the development, modification or maintenance of the Software will be absolutely limited, in the aggregate, to the amount of the license fee paid for the Software product that is the subject of a claim.

(e) TripSpark will not be liable to the Licensee or any third party for losses or damages suffered by Licensee or any third party which fall within the following categories:

i) punitive, indirect, incidental, or consequential damages, however arising, whether foreseeable or not;

ii) special damages even if TripSpark was aware of circumstances in which special damages could arise;

iii) loss of profits or revenue, anticipated savings, business opportunity, goodwill, or loss of information or data of any kind.

(f) Paragraphs (d) and (e) do not apply to claims arising out of death or personal injury caused by either party's gross negligence or fraudulent misrepresentation.

14. Termination The license granted by this Agreement is effective until terminated.

(a) Either party may terminate this Agreement if the other party is in material breach 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 material breaches under this Agreement: (i) Licensee fails to pay any amount when due hereunder; (ii) Licensee becomes insolvent or any proceedings will be commenced by or against Licensee under any bankruptcy, insolvency, or similar laws.

(b) If Licensee develops software that is competitive with the Software, or Licensee is acquired by or acquires an interest in a competitor of TripSpark, TripSpark shall have the right to terminate this Agreement immediately.

(c) Should Licensee fail to pay any amount due under the Agreement, TripSpark reserves the right, in its sole discretion, to remove Licensee's access to the Software without TripSpark's liability or further obligations to Licensee under the Agreement, or otherwise until such time Licensee has met its payment obligations to TripSpark.

(d) Either party may terminate for convenience, in whole or in part, with ninety (90) days written notice.

(e) In the event Licensee terminates this Agreement for any reason, Licensee shall pay TripSpark for all license fees and service fees then due, and all costs incurred up to and including the date of termination.

(f) If this Agreement is terminated, Licensee will immediately return to TripSpark all copies of the Software, the Documentation and other materials provided to Licensee pursuant to this Agreement and will certify in writing to TripSpark that all copies or partial copies of the Software, the Documentation and such other materials have been returned to TripSpark or destroyed.

15. Assignment This Agreement, or any of the rights or obligations of TripSpark created herein, may be assigned by TripSpark, but this Agreement is for the sole benefit of Licensee and may not be assigned by Licensee without the express written consent of TripSpark.

16. Applicable Law This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

17. Survival The parties hereto agree that any provisions of this Agreement requiring performance or fulfilment by either party after the termination of this Agreement shall survive such termination.

18. Severability If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable, or void and does not relate to the payments to be made to TripSpark. If the remainder of this Agreement shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law.

19. Notices All notices hereunder shall be in writing and shall be duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective addresses of the parties appearing on page one of this Agreement. Any notice given shall be deemed to have been received on the date on which it is delivered if

delivered personally, or, if mailed, on the fifth business day next following the mailing thereof. Either party may change its address for notices by giving notice of such change as required in this section.

20. Audits In addition to Section 2 (f) of this Agreement, TripSpark may perform audit(s) on the use of the Software and Documentation. Licensee 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.

EXHIBIT A
Software

Item	Software	Gross License Fees	License Date
1.	**NovusDR (Core)**	$44,418	Effective date of this Agreement
2.	**Passenger Portal (Core, Trip Booking (Booking and Cancellation))**	$22,976	Effective date of this Agreement
3.	**Notifications (Core, Outbound)**	$21,228	
4.	**DriverMate**	$19,550	Effective date of this Agreement
5.	**Transit Database**	Included	Effective date of this Agreement

Notes:

1. Licenses are provided for operations of up to up to two hundred and forty-nine (249) one way booked trips per day for TripSpark NovusDR (Core), Passenger Portal (Core, Trip Booking and Cancellation), and Notifications (Core, Outbound) Software products, and up to fifteen (15) paratransit vehicles TripSpark DriverMate Software product.
2. Licenses are provided for Software utilization by City of Joplin (Joplin, Missouri).
3. Third Party runtime licenses, if required, are not included.

EXHIBIT B
Summary of Pricing and Payment Schedule

1.0 Application Software

Product	Licenses	Services	Expenses	Discount	Total
Backoffice Software					
Novus DR (Core)	$44,418	$35,476	$6,700	($14,181)	$72,413
Passenger Portal (Core	$8,673	$11,550	$0	($2,769)	$17,454
Passenger Portal Trip Booking (Booking & Cancellation)	$14,303	$1,650	$0	($4,566)	$11,387
Notifications (Core, Outbound)	$21,228	$18,150	$0	($6,777)	$32,601
DriverMate	$19,550	$22,688	$3,800	($6,242)	$39,796
Total USD	**$108,172**	**$89,514**	**$10,500**	**-$34,535**	**$173,651**

Third Party Transaction Services' Fees (USD)

TripSpark Notifications (Core, Outbound) Software requires payment of monthly Third-Party Transaction Services' fees by Licensee based on the number of voice minutes used and SMS messages transacted. Current per-use charges are:

1. Per Voice Minute $0.03
2. Per SMS Message $0.02

Note: Third Party Transaction Services Fees pricing, as identified above, are subject to change without notice. However, email Notifications are not provided by TripSpark's email server, and are the sole responsibility of the Licensee to set up. For clarity, Licensee will not incur additional fees for emails.

2.0 Payment Schedule

Milestones below will be invoiced and due on a per individual Software component basis.

Milestone	Description	Percentages Due
Milestone 1:	Due upon execution of this Agreement	100% of Software license fees
Milestone 2:	Due upon delivery of draft Operational Review document	25% of Services and Expenses
Milestone 3:	Due upon first installation of Software on Licensee's test environment	25% of Services and Expenses
Milestone 4:	Due upon delivery of initial training session	25% of Services and Expenses
Milestone 5:	Due upon Software Acceptance, Section 4 of the Agreement	25% of Services and Expenses

3.0 Long Term Support Maintenance Fees (USD)

Software Maintenance	*Year 1
Novus DR (Core)	$8,884
Passenger Portal (Core, Trip Booking (Booking and Cancellation))	$4,596

Notifications (Core, Outbound)	$4,246
DriverMate	$3,910

EXHIBIT B
Summary of Pricing and Payment Schedule

3.0 Long Term Support Maintenance Fees (USD) (continued)

**Note: ***Year 1 Software maintenance fees only, as identified above. Year 1 is due upon individual Software module acceptance as defined in Section 4 of the Agreement. For all subsequent annual renewals, Software maintenance shall be subject to program availability and then current TripSpark pricing.

General Pricing Assumptions

1. Pricing expires December 31, 2023.
2. Applicable taxes are not included and will be assessed at TripSpark invoicing.
3. Licensee is responsible for the computer hardware & off-the-shelf software as per TripSpark's most current specifications.
4. SQL must be used for databases for all TripSpark Software.
5. Third party Bing maps will be used and allow for:
   Up to 60 reverse geocode transactions (GetLocationInfo or similar) per hour.
   Up to 200 geocoding transaction sessions or routing requests, all measured as an average over any 24-hour period.
   Additional geocode or reverse geocode transactions will be charged at a cost of $0.01 per transaction. Per transaction pricing is subject to change without notice.
   Third party Bing maps do not allow for Street Routing.

Software Assumptions

NovusDR Assumptions

Data loading will be completed for clients, common locations/landmarks, and client registered addresses.
Training will utilize 'train the trainer" training philosophy.
NovusDR will use third party Bing maps.
Operational Review and Software installation will be performed remotely.

Passenger Portal Assumptions

All Services will be done remotely.
Passenger Portal utilizes Google Maps for client facing address lookup and real time vehicle location display.

Notifications Assumptions

All Services will be performed.
English language only.

Solution Functionality

TripSpark Notifications provides outbound voice callbacks for Trip Reminders and notifications.
TripSpark Notifications provides outbound SMS/Email Trip Reminders and notifications.
Trips can be Confirmed/Cancelled by SMS responses to callback reminders only.
TripSpark Notifications does not provide call center menu functionality.

DriverMate Assumptions

Operational Review and Software Installation will be performed remotely.
Training will utilize 'train the trainer" training philosophy.
Licensee is responsible for providing server hardware, space, power, network connectivity, and a dedicated (always on) high speed internet connection.
Licensee is responsible for providing access to the Xgate server via the internet to support remote troubleshooting/support.

Licensee is responsible for configuration of router/firewall to allow two-way IP based communications with mobile devices.

EXHIBIT B
Summary of Pricing and Payment Schedule

DriverMate Assumptions (continued)

Licensee is responsible for public data network activations and monthly airtime subscriptions for each vehicle.
Licensee is responsible for installing and maintaining in-vehicle tablets.
Licensee is responsible for third party interface fees to any other in-vehicle equipment.

EXHIBIT C
Statement of Work: NovusDR

This document defines the implementation services to be provided by TripSpark for the Licensee, as well as the roles and responsibilities of the Licensee's staff and resources.
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 a change order outlining any additional costs will be required. Any additional costs uncovered from a change order will be the responsibility of the Licensee. 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
- Data Load & Development
- Training
- User Acceptance Testing
- Go-Live Support

Operational Review

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

- Review Licensee business requirements and operational needs
- Review business processes to identify any takeaways that require mitigate strategies
- Provide any sample marketing materials that the Licensee may be able to use
- Review the Scope of Work and finalize project timelines and the project plan
- Review application functionality
- Current operational environment (policies/procedures) as they relate to the trip booking, scheduling, and dispatching processes.
- Testing and Training requirements

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. The TripSpark Project Manager (PM) will coordinate a meeting with the Licensee's project team to review the initial responses to the Operational Review Document within five (5) days of delivery by TripSpark.

Software Installation and Configuration

TripSpark will install the Software remotely on the Licensee'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.

Data Load & Development

During the training process, ancillary data will need to be developed so that the Software will function in accordance with the Operational Review Document. This will confirm that all required elements are present and

configured as outlined in the Operational Review Document. Licensee will be responsible for developing this data, with the supervision of the TripSpark technical expert.
Importing data can be done via import scripts. The Software has an integrated Client Import Job and Location Import Job which allows Licensee to import their client and location data into the Software. The import files must be in CSV file format in TripSpark's required format. However, the format is fairly flexible and as long as the data is in good shape the import process is relatively simple.

Data development will be required under the following categories:

- Client Registration
- Eligibility
- Booking
- Pricing
- Organizations
- Services
- Runs
- Scheduling
- Employees
- Vehicles

Training

Training provided will be based on TripSpark standard training agendas. Training methodology follows a train-the trainer approach. Training sessions will vary in length dependent on topic. Training will be provided remotely, utilizing Zoom as the preferred platform. Each session can be attended by up to six (6) employees.

- Up to four (4) days of Booking and Scheduling Training
- Up to four (4) days of Operations Training
- Up to one (1) day of Training in the Administrative functions of the Software.
- Up to two (2) days of Standard Report Training

In addition to training, TripSpark will provide one (1) digital copy of all available user documentation. Licensee is free to create copies of the provided documentation 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.

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

User Acceptance Testing

The final phase of the implementation will be acceptance testing. This involves Licensee utilizing the Software in the test environment to ensure the Software functions as specified in the Documentation.

TripSpark's estimate the duration of user acceptance for this implementation to be approximately two (2) weeks.

Go-Live

Go Live is critical to ensure the solution is adopted and used properly by staff, as often issues are not discovered until using a live environment with real-time conditions and situations. TripSpark will provide up to five (5) days of Go Live support as part of this SOW.

Software Acceptance Period

The final phase of the implementation will be Software Acceptance testing while Software is in Production.

The Software Acceptance period is expected to be approximately ten (10) business days.

Upon completion of Software Acceptance, Licensee will be eligible to go into TripSpark's Customer Care program.

Transition to Customer Care

Following Software Acceptance TripSpark will schedule a Transition meeting with the Licensee to discuss ongoing Customer Care support.

TripSpark Resource Responsibilities

TripSpark will provide Project Management and Off-Site Support of NovusDR at Licensee. These Services will consist of the following:

- The TripSpark PM will provide bi-weekly reports to Licensee'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.
- Acting as a single point of contact at TripSpark, managing deliverables, running weekly conference calls, and managing documentation
- Issue escalation and resolution plans

Licensee Resource Responsibilities

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

The table below identifies the resource requirements for the Licensee.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Licensee and TripSpark	20% of time for duration of project.	o Coordinate the scheduling of all of the Licensee's resources. o Coordination of conference calls and meetings, as required. o Prepare training facilities and coordinate training sessions.

Resource	Description	Time Dedication	Tasks
			o Coordinate completion of data development. o Coordinate completion of user acceptance testing.
Subject Matter Expert	Someone with intimate knowledge of the processes and procedures	75% of time for duration of project.	o Participation in the completion of the Operational Review. o Participation in all training sessions. o Assist PM with completion of user acceptance testing and data development.
System Administrator		25% of their time for the duration of the project.	o Procure and configure hardware to a TripSpark Ready specification as per each Software product's Tech Sheet (where available). o Participate in System Administration training o Provide TripSpark Remote Desktop (RDP) over secured Virtual Private Network (VPN) access to servers where NovusDR and NovusDR databases will be installed.
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	o Execute user acceptance testing.
End Users		50% of their time during the training and transition phase of the project.	o Participate in end user training.

Timeline

This implementation can be completed within approx. four (4) months from the kickoff call with Licensee. During the operational review, a project plan will be prepared for each Software module.

Assumptions

The key assumptions that TripSpark has employed while determining the level of effort involved with this implementation are presented below:

- Bing maps will be used within the core algorithm for routing and scheduling purposes and consists of the following:

    - Geocode or reverse geocode transactions will be charged at a cost of $0.01 per transaction. Charges are invoiced quarterly on an on-going basis. Such variable costs are subject to change without notice.

    - The Bing map solution supports street routing and triangulation for calculating booking distance, however only triangulation for scheduling distance is used due to transaction costs and performance associated with running multiple scheduling scenarios.

- Data loading will be completed for Clients, Common Locations, Landmarks, and Client Registered Addresses.

- No more than four (4) super users will receive Booking and Scheduling Training.

- No more than six (6) reservationists and six (6) dispatchers will receive Operations Training.

- Software will be delivered ‘off the shelf’.

- Microsoft SQL will be used for the database.

EXHIBIT C
Statement of Work: Passenger Portal

This document defines the implementation services to be provided by TripSpark for the Licensee, as well as the roles and responsibilities of the Licensee's staff and resources. All implementation services will be provided remotely, unless otherwise stated.
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 a Change Order will be required. Any additional costs uncovered from a Change Order will be the responsibility of the Licensee, work related to the Change Order 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:

1. Operational Review
2. Software Installation and Configuration
3. Training
4. User Acceptance Testing
5. Go-Live
6. Post Go-live Customer care

Product Description

Passenger Portal is an add-on module to TripSpark's demand response and medical products. It provides an on-line portal that allows passengers to view, book, schedule, and cancel their own bookings.
Specific functionality consists of:

1. Passenger Portal Core Software:
    a. Passenger account management (backend Software)
    b. Passenger profile management
    c. Ability to view details of existing passenger bookings online
    d. Ability to add and edit bulletins that passengers can view upon login
    e. Help tab which displays common information that will be useful for passengers
    f. Ability to add custom menu links
    g. Administrator Settings to customize website settings and look and feel

2. Passenger Information:
    a. Upcoming Trips View – see current trip status and imminent arrival time
    b. View location of bus on a map (when agency has MDTs or Tablets)
    c. "I am Ready" button to notify dispatch of pending "Will Calls"

3. Trip Booking:
    a. Book a new trip
    a. Book a one way or return trip for a single date
    b. Request a recurring subscription trip
    c. Enter in all relevant trip details: date, time, addresses, comments, mobility aids, space types, and additional passengers
    d. Review trip details before requesting booking
    e. Ability for the trip to be booked or scheduled depending on agency configuration

Operational Review

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

- Review Licensee business requirements and operational needs
- Review business processes to identify any takeaways that require mitigation strategies
- Provide any sample marketing materials that the Licensee 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

Back Office

TripSpark will install the Software remotely on the Licensee'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.
Licensee must have a test environment at their facility that can be used for testing new versions of the Software. It is Licensee's responsibility to ensure adequate user testing is completed before implementation of the Software in a live environment.

SSL Configuration

TripSpark will assist the Licensee with SSL configuration provided the Licensee has purchased an SSL certificate and already has a web domain available. TripSpark will assist the Licensee with the SSL setup.
Licensee is responsible for procuring their own web domain as well as an SSL certificate.

Training

Training provided will be based on TripSpark standard training agendas. Training methodology follows a train-the trainer approach. Training sessions will vary in length dependent on topic. Training will be provided remotely, utilizing Zoom as the preferred platform. Each session can be attended by up to six (6) employees.

After each training session, Licensee may be required to complete project work assignments that pertain to training material just covered and that are relevant to the operational characteristics of Passenger Portal at Licensee location. Successful progression from each session to the next session is dependent upon diligent completion of project work assignments by Licensee, resulting from the previous training session. Each session builds upon mastery of material covered at the previous session.

- Up to four (4) hours of remote system administrator training
- Up to four (4) hours of remote advanced functionality training
- Up to one (1) day of remote training for users who will interact with Web via the NovusDR user interface

In addition to training, TripSpark will provide one (1) digital copy of all available user Documentation. Licensee is free to create copies of the Documentation 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.

Licensee's resources are encouraged to participate in all training sessions related to their field.
For remotely accessed training sessions attendees will require:

- Networked computer with access to the internet
- Necessary Software (i.e., WebEx Licensee) 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 Licensee to identify alternative arrangements.

User Acceptance Testing (UAT)

The final phase of the implementation will be user acceptance testing. This involves Licensee utilizing the Software in the test environment to ensure the Software functions as specified in the documentation. It is estimated that User Acceptance Testing should take up to 2 (two) weeks. TripSpark will be available for support during this time if configuration changes are required. Licensee is responsible for creating use cases that best demonstrate common business processes in order to ensure testing is appropriately covering real business situations.
TripSpark will provide UAT templates created for general use which can be adapted by Licensee for Licensee's operationally specific use.

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

Go-Live Support

Soft Launch Go-Live

Before releasing the Passenger Portal for all passengers, TripSpark recommends asking a select group of passengers to test the website and assist with an additional round of troubleshooting. Basic testing for this group would include:

- Testing the registration process
- Viewing previous and upcoming trips
- Booking new trips online
- Any other feedback to enhance the functionality of the system

TripSpark will be available for support during this time if configuration changes are required.

Full Launch Go-Live

Upon completion of Soft Launch, the Licensee can now invite all passengers to enroll and access the site.
TripSpark will be available for support during this time if configuration changes are required.

Software Acceptance Period

The final phase of the implementation will be Software Acceptance testing while Software is in Production.

The Software Acceptance period is expected to be approximately ten (10) business days as outlined in the Software Acceptance section of this agreement.

Upon completion of Software Acceptance, Licensee will be eligible to go into TripSpark's Customer care program.

Transition to Customer Care

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

- The TripSpark Project Manager will provide bi-weekly reports to Licensee's Project Manager. 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.

Licensee's Resource Responsibilities

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

The table below identifies the resource requirements for the Licensee

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Licensee and TripSpark	20% of time for duration of project.	o Coordinate the scheduling of all the Licensee's resources. o Coordination of conference calls and meetings, as required. o Prepare training facilities and coordinate training sessions o Coordinate completion of data development o Coordinate completion of user acceptance testing.
Subject Matter Expert	Someone with intimate knowledge of the processes and procedures	75% of time for duration of project.	o Participation in the completion of the Operational Review. o Participation in all training sessions.

Resource	Description	Time Dedication	Tasks
			o Assist PM with completion of user acceptance testing and data development.
System Administrator		25% of their time for the duration of the project.	o Procure and configure hardware to a TripSpark Ready as per each Software product's Tech Sheet (where available). o Participate in System Administration training. o Provide TripSpark Remote Desktop (RDP) over secured Virtual Private Network (VPN) access to servers where Novus and Novus databases will be installed.
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	o Execute user acceptance testing.
End Users	Examples: Dispatchers, Schedulers, Reservationists	50% of their time during the training and transition phase of the project.	o Participate in end user training.

Timeline

TripSpark's Project Manager will reach out within four (4) weeks from the execution of this agreement in order to schedule a kick-off call. The kick-off call shall be scheduled as agreed upon by both parties.
TripSpark's Project Manager will reach out within two (2) weeks from the kick-off call in order to schedule the Operational Review. The Operational Review meeting shall be scheduled as agreed upon by both parties.
The services as outlined in this document can be completed within approximately three (3) months from the Operational Review. During the Operational Review, a project plan will be prepared for this software module.

Assumptions

- Licensee is responsible for the purchase and installation of any required server hardware and Microsoft SQL databases, SQL must be used for the database. (servers shall be preconfigured to TripSpark's specifications)

- 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.

- It is assumed this software will take advantage of existing TripSpark infrastructure, data sources and software unless otherwise stated
- Licensee is responsible for providing a server for their test environment and production environment.
- Licensee will provide physical servers or VMs that meet TripSpark's minimum hardware specifications and network diagram that will be provided at the project Operational Review. If Licensee chooses to use VMs Licensee will be solely responsible for setting up, maintaining, diagnosing, or troubleshooting VMs.
- TripSpark does not provide any custom web markup or web design outside of items that can be configured in the administration pages.
- Licensee is required to sign up and set up billing for their own Google account, in order to obtain a Google Maps Key.
- The Feedback functionality of Passenger Portal can only function if the Licensee has acquired Novus-COM.
- Passenger Portal will be in English only unless otherwise contracted for additional languages.

EXHIBIT C
Statement of Work: Notifications (Outbound)

This document defines the services to be provided by TripSpark for the Licensee, as well as the roles and responsibilities of the Licensee'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 Licensee. 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
- Training
- User Acceptance Testing
- Go-Live Support

Product Description

Notifications is an add-on module to TripSpark's demand response and medical products. The Notifications Software consists of a service and a configuration/monitoring application. The Notifications service communicates with NovusDR on the internal network, as well as cloud-based services to send/receive calls and text messages. Specific functionality consists of:

1. Outbound Functionality
    a. Next day trip reminders with ability to confirm/cancel via touch tone
    b. Imminent arrival notifications
    c. No show notifications
    d. Trip booking confirmations
    e. Mass notifications
    f. Account Balance notifications if enabled
    g. Provider notifications for trips cancelled in Novus if enabled

Operational Review

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

- Review Licensee business requirements and operational needs
- Review business processes to identify any takeaways that require mitigation strategies
- Provide any sample marketing materials that the Licensee 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 on the Licensee'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.

The Licensee may be required to add/modify port filtering rules in their firewall, to facilitate the communication between Novus , the Notifications service, and cloud-based services with TripSpark support as required. The Licensee must have a test environment at their facility that can be used for testing new versions of the Software. The Licensee's test environment must include a test version of Novus (complete with its database) that is configured the same way as in the production environment. It is the Licensee's responsibility to ensure adequate user testing is completed before implementation of the Software in a live environment. It is also the Licensee's responsibility to ensure that all tests are performed with test Voice/SMS numbers - not numbers of their actual customers.

Training

Training provided will be based on TripSpark standard training agendas. Training methodology follows a train-the trainer approach. Training sessions will vary in length dependent on topic. Training will be provided remotely, utilizing Zoom as the preferred platform. Each session can be attended by up to six (6) employees.

- Up to four (4) hours of Remote System Administrator Training, consisting of:
    - Configuration and maintenance of administrative functions in the Notifications interface related to Notification Types, Communication Modes, Agency Information, Notifications, Licensee Configuration, Email/Voice/SMS Parameters
- Up to four (4) hours of Remote Advanced Functionality and User Training, consisting of:
    - User training for front line staff, including overview of Notifications, types of messaging and what is required in Novus in order to trigger notifications

In addition to training, TripSpark will provide one (1) digital copy of all available user documentation. Licensee is free to create copies of the provided documentation 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.

Licensee'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 (i.e., WebEx Licensee) 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 Licensee to identify alternative arrangements.

User Acceptance Testing (UAT)

Licensee must complete testing of Notifications with internal testing accounts using local or agency phone numbers. It is estimated that User Acceptance Testing should take up to 2 (two) weeks. TripSpark will be available for support during this time if configuration changes are required. Licensee is responsible for creating use cases that best demonstrate common business processes in order to ensure testing is appropriately covering real business situations.

TripSpark will provide UAT templates created for general use which can be adapted by Licensee for Licensee's operationally specific use.

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

Go-Live Support

Soft Launch Go-Live

Licensee should enroll an ideal sample population of passengers in Notifications for a pilot run. These passengers are expected to provide quality feedback and thoroughly communicate their experiences. TripSpark will be available for support during this time if configuration changes are required.

Full Launch Go-Live

Upon completion of Soft Launch for Notifications, Licensee can now enroll all passengers at its discretion. TripSpark will be available for support during this time if configuration changes are required.

Note: TripSpark highly discourages mass enrolments, in order to maintain HIPAA compliance. The recommended method is an opt-in approach where users can confirm phone numbers and email addresses prior to any notifications being sent.

Software Acceptance Period

The final phase of the implementation will be Software Acceptance testing while Software is in Production.

The Software Acceptance period is expected to be approximately ten (10) business days.

Upon completion of Software Acceptance, Licensee will be eligible to go into TripSpark's Customer Care program.

Transition to Customer Care

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

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

Licensee Resource Responsibilities

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

The table below identifies the resource requirements for the Licensee.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Licensee and TripSpark	20% of time for duration of project.	o Coordinate the scheduling of all of the Licensee's resources. o Coordination of conference calls and meetings, as required. o Prepare training facilities and coordinate training sessions. o Coordinate completion of data development. o Coordinate completion of user acceptance testing.
Subject Matter Expert	Someone with intimate knowledge of the processes and procedures	75% of time for duration of project.	o Participation in the completion of the Operational Review. o Participation in all training sessions. o Assist PM with completion of user acceptance testing and data development.
System Administrator		25% of their time for the duration of the project.	o Procure and configure hardware to a TripSpark Ready specification as per each Software product's Tech Sheet (where available). o Participate in System Administration training

Resource	Description	Time Dedication	Tasks
			o Provide TripSpark Remote Desktop (RDP) over secured Virtual Private Network (VPN) access to servers where Novus and Novus databases will be installed.
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	o Execute user acceptance testing.
End Users		50% of their time during the training and transition phase of the project.	o Participate in end user training.

Timeline

TripSpark's Project Manager will reach out within 3 weeks from the execution of this agreement in order to schedule a kick-off call. The kick-off call shall be scheduled as agreed upon by both parties.
TripSpark's Project Manager will reach out within 2 weeks from the kick-off call in order to schedule the Operational Review. The Operational Review meeting shall be scheduled as agreed upon by both parties.
The services as outlined in this document can be completed within approximately three (3) months from the Operational Review. During the Operational Review, a project plan will be prepared for this Software module.

Assumptions

The key assumptions that TripSpark has employed while determining the level of effort involved with this implementation are presented below.

- Licensee is responsible for the purchase and installation of any required server hardware and Microsoft SQL databases, SQL must be used for the database. (servers shall be preconfigured to TripSpark's specifications).

- 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.

- Licensee is responsible for the payment of fees associated with their usage of the Notifications Software.

- Notifications are in English only.

- It is assumed this Software will take advantage of existing TripSpark infrastructure, data sources and software unless otherwise stated.

- Licensee is responsible for providing a server for their test environment and production environment.

- Licensee will provide physical servers or VMs that meet TripSpark's minimum hardware specifications and network diagram that will be provided at the project Operational Review. If Licensee chooses to be used for VMs Licensee will be solely responsible for setting up, maintaining, diagnosing, or troubleshooting VMs. (If this is an on-premises installation).

EXHIBIT C
Statement of Work: DriverMate

This document defines the implementation services to be provided by TripSpark for the Licensee, as well as the roles and responsibilities of the Licensee's staff and resources.
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 a change order outlining any additional costs will be required. Any additional costs uncovered from a change order will be the responsibility of the Licensee. 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
- Training
- User Acceptance Testing
- Hardware Roll-Out
- Go-Live Support

Operational Review

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

- Review Licensee business requirements and operational needs
- Review business processes to identify any takeaways that require mitigate strategies
- Provide any sample marketing materials that the Licensee may be able to use
- Review the Scope of Work and finalize project timelines and the project plan

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

Back Office

TripSpark will install the Software remotely on the Licensee'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.
Licensee must have a test environment at their facility that can be used for testing new versions of the Software. It is Licensee's responsibility to ensure adequate user testing is completed before implementation of the Software in a live environment.

In-Vehicle

TripSpark will train Licensee to load and configure the in-vehicle/remote Software.

Training

Training provided will be based on TripSpark standard training agendas. Training methodology follows a train-the trainer approach. Training sessions will vary in length dependent on topic. Training will be provided remotely, utilizing Zoom as the preferred platform. Each session can be attended by up to six (6) employees.

- Up to one (1) day of Driver Trainer Training
- Up to one (1) day of Dispatch Training
- Up to four (4) hours of Training in the Administrative functions of the Software.

In addition to training, TripSpark will provide one (1) digital copy of all available user documentation. Licensee is free to create copies of the provided documentation 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.

Licensee'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 (i.e., WebEx Licensee) 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 Licensee to identify alternative arrangements.

User Acceptance Testing

The final phase of the implementation will be acceptance testing. This involves Licensee utilizing the Software in the test environment to ensure the Software functions according to the Documentation.

TripSpark's estimate the duration of user acceptance for this implementation to be approximately two (2) weeks.

Pilot

The initial hardware phase of the project will involve the installation and commissioning of five (5) new in-vehicle units, configured to communicate with the TripSpark back-office products via a public cellular data network.

Rollout

The Licensee will install the remaining ten (10) hardware units on the fleet.

Go-Live

Go Live is critical to ensure the solution is adopted and used properly by staff, as often issues are not discovered until using a live environment with real-time conditions and situations. TripSpark will provide up to five (5) days of Go Live support as part of this SOW.

Software Acceptance Period

The final phase of the implementation will be Software Acceptance testing while Software is in Production.

The Software Acceptance period is expected to be approximately ten (10) business days.

Upon Software Acceptance, Licensee will be eligible to go into TripSpark's Customer Care program.

Transition to Customer Care

Following Software Acceptance TripSpark will schedule a Transition meeting with the Licensee to discuss ongoing Customer Care support.

TripSpark Resource Responsibilities

TripSpark will provide Project Management and Off-Site Support of the DriverMate at Licensee. These Services will consist of the following:

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

Licensee Resource Responsibilities

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

The table below identifies the resource requirements for the Licensee.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Licensee and TripSpark	20% of time for duration of project.	o Coordinate the scheduling of all of the Licensee's resources. o Coordination of conference calls and meetings, as required. o Prepare training facilities and coordinate training sessions. o Coordinate completion of data development. o Coordinate completion of user acceptance testing.

Resource	Description	Time Dedication	Tasks
Subject Matter Expert	Someone with intimate knowledge of the processes and procedures	75% of time for duration of project.	o Participation in the completion of the Operational Review. o Participation in all training sessions. o Assist PM with completion of user acceptance testing and data development.
System Administrator		25% of their time for the duration of the project.	o Procure and configure hardware to a TripSpark Ready specification as per each Software product's Tech Sheet (where available). o Participate in System Administration training o Provide TripSpark Remote Desktop (RDP) over secured Virtual Private Network (VPN) access to servers where DriverMate and DriverMate databases will be installed.
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	o Execute user acceptance testing.
End Users		50% of their time during the training and transition phase of the project.	o Participate in end user training.

Timeline

This implementation can be completed within approx. three (3) months from delivery of Tablet's at Licensee assuming Novus DR is already in operational use. During the operational review, a project plan will be prepared for each Software module.

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'.
- The Google map data set embedded in Android will be used for DriverMate.
- Microsoft SQL will be used for the database.

- Licensee is responsible for the installation and mounting of Android tablet devices.
- Licensee is responsible for the purchase of Android tablet devices.
- Licensee is responsible for the purchase and maintenance of wireless data plans from a public wireless carrier (500MB minimum, 1GB recommended per vehicle, per month: pooled plan).