

## **EXHIBIT B**

### **CONTRACT, LEASE, AGREEMENT CONTROL FORM**

**Date: 8/31/2004**

**Contract/Lease Control #: C04-1100-GMI-91**

**Bid #: N/A Contract/Lease Type: AGREEMENT**

**Award To/Lessee: TRAPEZE GROUP**

**Lessor:**

**Effective Date: 7/14/2004 \$27,730.00 PERIOD 6/1/07-5/31/2008)**

**Term: INDEFINITE, AUTOMATIC ANNUAL RENEWAL UNLESS CANCELLED**

**Description of Contract/Lease: SOFTWARE MAINTENANCE**

**Department Manager: GROWTH MANAGEMENT**

**Department Monitor: BILL SMITH/LANI**

**Monitor's Telephone #: 651-7180**

**Monitor's FAX #: 651-7706**

**Date Closed:**

**Okaloosa County Price Comparison 2022**

Product	Coverage Start Date	Coverage End Date	New Pricing	Site Current Invoice Amount
PASS	6/1/2022	5/31/2023	\$ 31,103.73	\$24,495.00
FLEX	6/1/2022	5/31/2023	\$ 9,581.30	\$7,765.00
DRIVERMATE	6/1/2022	5/31/2023	\$ 16,201.78	\$13,990.00

CONTRACT: C04-1100-GM  
 TRAPEZE GROUP  
 SOFTWARE MAINTENANCE  
 EXPIRES: INDEFINITE

C04-1100-GM

TripSpark-Okaloosa County

PRODUCT	COVERAGE PERIOD START	COVERAGE PERIOD END	CPQ	AMOUNT TO INVOICE	DIFF
[REDACTED]	6/1/2020	5/31/2021	\$ 28,212.00	\$22,220.00	5,992.00
[REDACTED]	6/1/2020	5/31/2021	\$ 8,690.52	\$7,040.00	1,650.52
DRIVERMATE	6/1/2020	5/31/2021	\$ 14,695.49	\$12,690.00	2,005.49

CONTRACT#: C04-1100-GM  
 TRAPEZE GROUP  
 SOFTWARE MAINTENANCE  
 EXPIRES: INDEFINITE (AUTO RENEWALS)

## CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>CO4-1100-GM</u>	Tracking Number: <u>2393-17</u>
Contractor/Lessee Name: <u>Trapeze Software Group, Inc</u>	Grant/Funded: YES <u>NO</u>
Purpose: <u>trishale amendment</u>	
Date/Term: _____	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: <u>101,937 1st yr</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>GM</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Kampert</u>	
Document has been reviewed and includes any attachments or exhibits.	

<b>Purchasing Review</b>	
Procurement requirements are met: <u>Debra Mason</u>	Date: <u>5-3-17</u>
Purchasing Director or designee	Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

<b>Risk Management Review</b>	
Approved as written: <u>Krystal King</u>	Date: <u>5-4-17</u>
Risk Manager or designee	Laura Porter or Krystal King

<b>County Attorney Review</b>	
Approved as written: <u>see email attached</u>	Date: <u>5-3-17</u>
County Attorney	Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

<b>Contracts &amp; Grants</b>	
Document has been received:	Date: _____
_____ Contracts & Grants Manager	

## Janet Willis

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Wednesday, April 19, 2017 5:16 PM  
**To:** Elliot Kampert  
**Cc:** Janet Willis; Robert Berkstresser; JoAnn T. Hofstad; Laura Porter; Greg Kisela  
**Subject:** RE: DriverMate Contract - License Agreement

Yes, this is approved for legal purposes.

---

**From:** Elliot Kampert [mailto:ekampert@co.okaloosa.fl.us]  
**Sent:** Wednesday, April 19, 2017 6:15 PM  
**To:** Parsons, Kerry  
**Cc:** Janet Willis; Robert Berkstresser; JoAnn T. Hofstad; Laura Porter; Greg Kisela  
**Subject:** FW: DriverMate Contract - License Agreement  
**Importance:** High

Kerry,

Looks like TripSpark is fine with the indented sentence in the agreement. Per your emails at the bottom of this string, do you want us to have them sign and overnight to us?

Elliot

Elliot L. Kampert, AICP; Director  
Okaloosa County Growth Management Department  
1250 Eglin Parkway N Room 319  
Shalimar, FL 32579  
850-651-7180

**Please note:** Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

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**From:** Robert Berkstresser  
**Sent:** Wednesday, April 19, 2017 4:03 PM  
**To:** Elliot Kampert <ekampert@co.okaloosa.fl.us>; Janet Willis <jwillis@co.okaloosa.fl.us>  
**Cc:** JoAnn T. Hofstad <jthofstad@co.okaloosa.fl.us>  
**Subject:** DriverMate Contract - License Agreement  
**Importance:** High

Elliot,

I talked with TripSpark contracting manager and she is fine with indenting the sentence we discusses earlier.

She also agreed that we could adjust the format as legal referenced and go through our process for signatures.

Additionally, she is fine with faxed or scanned copies with signatures.

Thanks,  
Bob

**From:** Parsons, Kerry [<mailto:KParsons@ngn-tally.com>]  
**Sent:** Wednesday, April 19, 2017 8:20 AM  
**To:** Elliot Kampert <[ekampert@co.okaloosa.fl.us](mailto:ekampert@co.okaloosa.fl.us)>  
**Cc:** Janet Willis <[jwillis@co.okaloosa.fl.us](mailto:jwillis@co.okaloosa.fl.us)>; Robert Berkstresser <[rberkstresser@co.okaloosa.fl.us](mailto:rberkstresser@co.okaloosa.fl.us)>; Donna Lawler <[dlawler@co.okaloosa.fl.us](mailto:dlawler@co.okaloosa.fl.us)>; Bonnie Tierney <[btierney@co.okaloosa.fl.us](mailto:btierney@co.okaloosa.fl.us)>; Christopher Lawhead <[clawhead@co.okaloosa.fl.us](mailto:clawhead@co.okaloosa.fl.us)>; Greg Kisela <[gkisela@co.okaloosa.fl.us](mailto:gkisela@co.okaloosa.fl.us)>; Laura Porter <[lporter@co.okaloosa.fl.us](mailto:lporter@co.okaloosa.fl.us)>  
**Subject:** RE: Trapeze Software Agreements

Hey Elliot:

You can send it off for review from the Contractor. If they have no revisions I will be approving for legal purposes. If they have revisions, send my way and I'll review for legal.

Have a good day!  
Kerry

**From:** Parsons, Kerry [<mailto:KParsons@ngn-tally.com>]  
**Sent:** Tuesday, April 18, 2017 2:34 PM  
**To:** Elliot Kampert <[ekampert@co.okaloosa.fl.us](mailto:ekampert@co.okaloosa.fl.us)>  
**Cc:** Janet Willis <[jwillis@co.okaloosa.fl.us](mailto:jwillis@co.okaloosa.fl.us)>; Robert Berkstresser <[rberkstresser@co.okaloosa.fl.us](mailto:rberkstresser@co.okaloosa.fl.us)>; Donna Lawler <[dlawler@co.okaloosa.fl.us](mailto:dlawler@co.okaloosa.fl.us)>; Bonnie Tierney <[btierney@co.okaloosa.fl.us](mailto:btierney@co.okaloosa.fl.us)>; Christopher Lawhead <[clawhead@co.okaloosa.fl.us](mailto:clawhead@co.okaloosa.fl.us)>; Greg Kisela <[gkisela@co.okaloosa.fl.us](mailto:gkisela@co.okaloosa.fl.us)>; Laura Porter <[lporter@co.okaloosa.fl.us](mailto:lporter@co.okaloosa.fl.us)>  
**Subject:** RE: Okaloosa Software License Amendment # and Software Maintenance Amendment #-DriverMate

Hey Elliot:

Having reviewed the License Amendment #3 and Maintenance Amendment #3 drafts, I do not see any legal issues so far. My one recommendation is in the License Amendment #3 Section 1(3), indent the sentence that begins "Upon completion..." That way it will be better understood that that is the sentence being added to the agreement and no other under subsection 3 is being added.

Otherwise, again the draft looks good from a legal standpoint.

Have a good day!  
Kerry

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

MAINTENANCE AMENDMENT #3

THIS AMENDMENT is made effective this 16 day of May 2017 between:

1. Trapeze Software Group, Inc. a Delaware corporation (successor in interest to Trapeze Software Group, Inc. an Arizona corporation) dba TripSpark Technologies with its place of business at 5265 Rockwell Drive NE, Cedar Rapids, Iowa 52402 ("Trapeze" or "TripSpark") and
2. Okaloosa County with its place of business at Crestview, Florida, U.S.A., ("Licensee").

WHEREAS TripSpark and Licensee intend to amend the Software Maintenance Agreement dated July 14<sup>th</sup>, 2004, amended under Maintenance Amendment #1 dated February 4, 2005 and Maintenance Amendment #2 dated June 2, 2015 (collectively the "Agreement"), in order to add the TripSpark DriverMate Software products from the scope of the Agreement.

NOW THEREFORE TripSpark and Licensee agree as follows:

1. Amendment to Agreement

- (a) The parties agree to the addition of the TripSpark DriverMate Software product to the scope of the Agreement. Therefore, Exhibit A-3, attached hereto, is added to and incorporated under the Agreement.
- (b) The parties agree the first year TripSpark DriverMate Software maintenance fee, identified in the attached Exhibit A-3, shall be due and payable ninety (90) days from date of acceptance of the TripSpark DriverMate Software product by Licensee, in accordance section 1 (c) of the corresponding Software License Amendment #3 made effective May 16, 2017.
- (c) All remaining terms, conditions, and covenants of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Maintenance Amendment #3 to be signed by their duly authorized representatives as of the date above.

TRAPEZE SOFTWARE GROUP, INC.

By: [Signature]

Name: Jason Vandenberg

Title: Director of Finance

OKALOOSA COUNTY

By: [Signature]

Name: Carolyn N. Ketchel

Title: Chairman



CERTIFIED A TRUE  
AND CORRECT COPY  
JD BEACOCK II  
CLERK CIRCUIT COURT  
BY: [Signature]  
DATE: 5/18/17





## EXHIBIT A-3

Item	Licensed Product	Annual Period Time Frame	*Maintenance Fee and Corresponding Operational Metrics of Licensed Use
1.	TripSpark DriverMate	First year commences ninety (90) days from Software acceptance as defined under Section 1 (c) of this Maintenance Amendment #3	\$11,510 (up to 33 vehicles)

- \* First year Software maintenance fee only. Should the operational metrics increase, TripSpark reserves the right to increase the Software maintenance fees to reflect the actual license metrics of operational use by Licensee. For all annual renewal years, annual Software maintenance fee will be the result of the total number of vehicles at the maintenance anniversary date, multiplied by the license fee percentage, all according to the standard TripSpark price list at that time.

Client Ref: OKALOOSA

**MAINTENANCE AMENDMENT #1**

CONTRACT # C04-1100-GM1-91

S.R.

THIS AMENDMENT is made effective this 4<sup>th</sup> day of February, 2005 between:

8360 East Viede, Ventura, Suite L-200, Scottsdale, Arizona, 85258

1. Trapeze Software Group, Inc. with its place of business at ~~Suite~~ 8360 East Viede, Ventura, Suite L-200, Scottsdale, Arizona, 85258 ("Trapeze"); and
2. Okaloosa County with its place of business at Crestview, Florida, U.S.A., ("Licensee").

S.R.

WHEREAS Trapeze and Licensee intend to amend the Software Maintenance Agreement dated July 14<sup>th</sup>, 2004 ("the Agreement"), in order to add the Trapeze<sup>TM</sup> MAPMAKER product for maintenance services, it is agreed that this amendment shall only be signed by Trapeze if the License Amendment dated February 4<sup>th</sup>, 2005, is signed concurrently;

NOW THEREFORE Trapeze and Licensee agree as follows:

1. Amendment to Agreement

- (a) The parties agree to add the Trapeze<sup>TM</sup> MAPMAKER product to the scope of the Agreement. The original Exhibit A attached to the Agreement is therefore deleted in its entirety and replaced by the Exhibit A-1 attached hereto.
- (b) The parties agree that the Trapeze<sup>TM</sup> MAPMAKER shall be warranted for ~~one~~ <sup>2004</sup> full year in accordance with Section 8 of the Software License Agreement dated July 14<sup>th</sup>, 2004, before entering into the Trapeze long term support program, as set out in the Software Maintenance Agreement.
- (c) Trapeze shall receive payment for the license fees and related software implementation services from Licensee, in accordance with the Summary of Pricing and Payment Schedule attached to the Software License Amendment dated February 4<sup>th</sup>, 2005 to be executed between Trapeze and Licensee concurrently with this Amendment.
- (d) All remaining terms, conditions, and covenants of the Agreement remain unchanged.

S.R.

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

TRAPEZE SOFTWARE GROUP, INC:

LICENSEE : OKALOOSA COUNTY, FL

By: [Signature]

By: [Signature]

Name: Jason Redman

Name: CHRIS HOLLEY

Title: Director of Finance

Title: COUNTY MANAGER

CONTRACT # C04-1100-GM  
TRAPEZE GROUP  
SOFTWARE MAINTENANCE  
EXPIRES: INDEFINITE (AUTO RENEWALS)

## EXHIBIT A-1

Item	Licensed Product	Initial Gross License Fee	First Year Maintenance Fee*
1.	Trapeze-PASS	\$77,000	\$15,400
2.	Trapeze-FLEX	\$20,000	\$4,000
3.	Trapeze-Medicaid Interface	\$20,000	\$4,000
4.	Trapeze-Malteze Database	Included	Included
5.	Trapeze-MAPMAKER	\$7,500	\$1,500
	TOTAL		

\* First year fee only. For all subsequent years, the annual maintenance fee will be the result of the license fee, based on the peak number of trips and vehicles as carried out by Licensee at the maintenance anniversary date, multiplied by the license fee percentage, all according to the standard Trapeze price list at that time.

**MAINTENANCE AMENDMENT #2**

THIS AMENDMENT is made effective this 2<sup>nd</sup> day of June 2015 between:

1. **Trapeze Software Group, Inc.** a Delaware corporation (successor in interest to Trapeze Software Group, Inc. an Arizona corporation) with its place of business at 5265 Rockwell Drive NE, Cedar Rapids, Iowa 52402 ("Trapeze") and
2. **Okaloosa County** with its place of business at Crestview, Florida, U.S.A., ("Licensee").

WHEREAS Trapeze and Licensee intend to amend the Software Maintenance Agreement dated July 14<sup>th</sup>, 2004 and amended under Maintenance Amendment #1 dated February 4, 2005 (collectively the "Agreement"), in order to add the Trapeze Standard PASS Import Utility Software product to the list of licensed products requiring maintenance support services and to remove the Trapeze Medicaid and MAPMAKER Software products from the scope of the Agreement.

NOW THEREFORE Trapeze and Licensee agree as follows:

1. **Amendment to Agreement**

(a) The parties agree to the addition of the Trapeze Standard PASS Trip Import Utility Software product to the scope of the Agreement. Therefore, Exhibit A-2, attached hereto, replaces Exhibit A-1 of Maintenance Amendment #1 under the Agreement, in its entirety.

(b) The parties agree that there shall be no warranty provided for the Trapeze Standard PASS Trip Import Utility Software product by Trapeze in accordance with the corresponding Software License Amendment #2 made effective June 2, 2015.

The parties agree the first year Trapeze Standard PASS Trip Import Software maintenance fee, identified in the attached Exhibit A-2, shall be due and payable upon acceptance of the Trapeze Standard PASS Import Utility Software product in accordance with Section 4 of the Software License Agreement, made effective July 14, 2004.

(c) The parties agree to remove the Trapeze Medicaid Interface and MAPMAKER Software products from the scope of the Agreement.

(d) As a result of the removal of the Trapeze Medicaid Interface and MAPMAKER Software products pursuant to this License Amendment #2, each party releases and discharges the other from any and all liability as it relates to the Trapeze Medicaid Interface and MAPMAKER Software products.

(f) All remaining terms, conditions, and covenants of the Agreement remain unchanged.

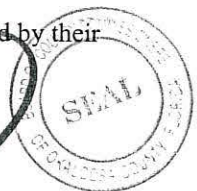
IN WITNESS WHEREOF, the parties have caused this Maintenance Amendment #2 to be signed by their duly authorized representatives as of the date above.

TRAPEZE SOFTWARE GROUP, INC.

OKALOOSA COUNTY

By: Steve Cimicata  
Name: Steve Cimicata  
Title: Secretary

By: Nathan D. Boyles  
Name: Nathan D. Boyles  
Title: Chairman



CERTIFIED A TRUE AND CORRECT COPY  
JD PEACOCK II  
CLERK CIRCUIT COURT  
BY Jessica Ward  
DEPUTY CLERK  
DATE June 4, 2015

CONTRACT # C04-1100-GM  
TRAPEZE GROUP  
SOFTWARE MAINTENANCE  
EXPIRES: INDEFINITE (AUTO RENEWALS)

**EXHIBIT A-2**

Item	Licensed Product	Initial Gross License Fee	First Year Maintenance Fee*
1.	Trapeze-PASS	\$77,000	\$15,400
2.	Trapeze-FLEX	\$20,000	\$4,000
3.	Trapeze-Malteze Database	Included	Included
4.	Trapeze Standard PASS Trip Import Utility	\$12,620	\$2,524

\* First year fee only. For all subsequent years, the annual maintenance fee will be the result of the license fee, based on the peak number of trips and vehicles as carried out by Licensee at the maintenance anniversary date, multiplied by the license fee percentage, all according to the standard Trapeze price list at that time.

## Okaloosa County - Maintenance Schedule

Product	Term	Operational Characteristics	Current License Fee	Maintenance	Notes
PASS	June 1, 2014 - May 31, 2015	up to 799 booked trips & 15 w/s	\$ 118,450	\$ 23,500	Invoiced #14-1050634
FLEX	June 1, 2014 - May 31, 2015	up to 10 FLEX runs	\$ 34,478	\$ 5,250	Invoiced #14-1050635
PASS-MEDICAID	June 1, 2014 - May 31, 2015	up to 799 booked trips	\$ 27,900	\$ 5,550	Invoiced #14-1050636
MAPMAKER	June 1, 2014 - May 31, 2015	up to 799 booked trips	\$ 16,644	\$ 2,475	Invoiced #14-1050637

Fees above do not include applicable taxes. Applicable taxes will be applied at time of invoicing  
 Fees are included only for products currently on Trapeze maintenance.  
 Maintenance fees are based on 20% of then current Gross License fees.

**CONTRACT # C04-1100-GM  
 TRAPEZE GROUP  
 SOFTWARE MAINTENANCE  
 EXPIRES: INDEFINITE (AUTO RENEWALS)**



**Software Support Invoice**

Okaloosa County  
 Attn: Ms. Lani Birchett  
 302 N Wilson Street  
 Suite 203  
 Crestview, FL 32536  
 USA

Invoice 14-1050637  
 Date March 28, 2014  
 Customer ID  
 Contract No. 0000000381  
 Due date June 01, 2014  
 Contract type 455MAINT  
 Project No 7272-192

<b>Purchase Order No :</b>		
Trapeze MAPMAKER Up to 799 Booked Trips Coverage period 6/1/2014 - 5/31/2015	\$2,475.00	
Subtotal	\$2,475.00	
State Tax - Exempt	\$0.00	
Total payable in USD		\$2,475.00

Please make payment to following:

**Lockbox**  
 Trapeze Software Group  
 P.O.Box 202528  
 Dallas, TX 75320-2528  
 USA

**Courier**  
 Trapeze Software Group  
 2975 Regent Blvd,  
 P.O.Box 202755  
 Irving, TX 75063 - USA.

**For billing inquiries contact:**  
 trapezebilling@trapezegrup.com  
 Toll Free: 1-800-265-3617 Ext. #5  
 Local: 905-629-8727

Interest at 15% per annum will be charged on all late payments.



**Software Support Invoice**

**Invoice** 14-1050636  
**Date** March 28, 2014  
**Customer ID**  
**Contract No.** 0000000380  
**Due date** June 01, 2014  
**Contract type** 455MAINT  
**Project No** 7272-346

Okaloosa County  
 Attn:Ms. Lani Birchett  
 302 N Wilson Street  
 Suite 203  
 Crestview, FL 32536  
 USA

Purchase Order No :		
Trapeze PASS-MEDICAID Up to 799 Booked Trips Coverage period 6/1/2014 - 5/31/2015	\$5,550.00	
Subtotal	\$5,550.00	
State Tax - Exempt	\$0.00	
Total payable in USD		\$5,550.00

Please make payment to following:

**Lockbox**  
 Trapeze Software Group  
 P.O.Box 202528  
 Dallas, TX 75320-2528  
 USA

**Courier**  
 Trapeze Software Group  
 2975 Regent Blvd,  
 P.O.Box 202755  
 Irving, TX 75063 - USA.

**For billing inquiries contact:**  
 trapezebilling@trapezegroup.com  
 Toll Free: 1-800-265-3617 Ext. #5  
 Local: 905-629-8727

Interest at 15% per annum will be charged on all late payments.





**Trapeze**™

**Software Support Invoice**

**Invoice** 14-1050635  
**Date** March 28, 2014  
**Customer ID**  
**Contract No.** 0000000379  
**Due date** June 01, 2014  
**Contract type** 455MAINT  
**Project No** 7272-306

Okaloosa County  
 Attn: Ms. Lani Birchett  
 302 N Wilson Street  
 Suite 203  
 Crestview, FL 32536  
 USA

Purchase Order No :		
Trapeze FLEX Up to 10 FLEX runs Coverage period 8/1/2014 - 5/31/2015	\$5,250.00	
Subtotal	\$5,250.00	
State Tax - Exempt	\$0.00	
Total payable in USD		\$5,250.00

Please make payment to following:

**Lockbox**  
 Trapeze Software Group  
 P.O.Box 202528  
 Dallas, TX 75320-2528  
 USA

**Courier**  
 Trapeze Software Group  
 2975 Regent Blvd,  
 P.O.Box 202755  
 Irving, TX 75063 - USA.

**For billing inquiries contact:**  
 trapezebilling@trapezegrup.com  
 Toll Free: 1-800-265-3617 Ext. #5  
 Local: 905-629-8727

Interest at 15% per annum will be charged on all late payments.



**Software Support Invoice**

Okaloosa County  
 Attn: Ms. Lani Birchett  
 302 N Wilson Street  
 Suite 203  
 Crestview, FL 32536  
 USA

Invoice 14-1050634  
 Date March 28, 2014  
 Customer ID  
 Contract No. 0000000378  
 Due date June 01, 2014  
 Contract type 455MAINT  
 Project No 7272-300

<b>Purchase Order No :</b>		
<b>Trapeze PASS</b> Number of Workstations : 15 Up to 799 Booked Trips Coverage period 6/1/2014 - 5/31/2015	\$23,500.00	
Subtotal	\$23,500.00	
State Tax - Exempt	\$0.00	
Total payable in USD		\$23,500.00

Please make payment to following:

**Lockbox**  
 Trapeze Software Group  
 P.O.Box 202528  
 Dallas, TX 75320-2528  
 USA

**Courier**  
 Trapeze Software Group  
 2975 Regent Blvd,  
 P.O.Box 202755  
 Irving, TX 75063 - USA.

**For billing inquiries contact:**  
 trapezebilling@trapezegrup.com  
 Toll Free: 1-800-265-3617 Ext. #5  
 Local: 905-629-8727

Interest at 15% per annum will be charged on all late payments.

Lani Birchett

---

**From:** Terry Woods [Terry.Woods@trapezgroup.com]  
**Sent:** Monday, May 13, 2013 10:03 AM  
**To:** Lani Birchett  
**Subject:** RE: Licenses - maintenance.

FILED  
DON W. HOWARD

2013 MAY 21 AM 11 34

Hello Lani

Based on what I find the maintenance that you are currently being charged for FLEX and MAPMAKER is actually less than the 20% of our current License fees.

CLERK OF CIRCUIT COURT  
OKALOOSA COUNTY, FL  
CRESTVIEW, FL

Flex is currently closer to 15% and MapMaker is closer to 14%.. thus we are actually giving a small break on maintenance as the amount billed is below the 20%

Thanks

**Terry Woods / Customer Care Manager**

Trapeze Group / <http://www.trapezgroup.com> / [terry.woods@trapezgroup.com](mailto:terry.woods@trapezgroup.com)  
Office: 905.629.5479 | Mobile: 647.244.6319 / Fax 905.238.8408 /  
Customer Care Line: 1.877.411.8727

Check out TrapezeCommunity - your online portal to communicate with Trapeze and fellow Transit properties who use Trapeze Software. [Click Here](#) or login to myTrapeze.com and choose the TrapezeCommunity Link to start connecting!

Find us on Facebook: [www.facebook.com/trapezgroup](http://www.facebook.com/trapezgroup)

Follow us on Twitter: [www.twitter.com/trapezgroup](http://www.twitter.com/trapezgroup)

Link us on LinkedIn: [www.linkedin.com/company/trapeze-group](http://www.linkedin.com/company/trapeze-group)

This email and any files transmitted with it are commercial confidential to Trapeze Software Group, Inc. and are intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the sender.

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**From:** Lani Birchett <[lbirchett@co.okaloosa.fl.us](mailto:lbirchett@co.okaloosa.fl.us)>  
**To:** 'Terry Woods' <[Terry.Woods@trapezgroup.com](mailto:Terry.Woods@trapezgroup.com)>.  
**Date:** 05/13/2013 10:52 AM  
**Subject:** RE: Licenses - maintenance.

Terry,

For the FLEX and MAPMAKER line items, 20% of the current license fees are more than what is being billed. Is there an explanation I can provide our A/P department?

Thank you,

*Lani*

**From:** Terry Woods [<mailto:Terry.Woods@trapezgroup.com>]  
**Sent:** Monday, May 13, 2013 8:40 AM

**To:** Lani Birchett  
**Subject:** Licenses - maintenance.

Hello Lani,  
My apologies for the delay in responding.

Please find attached the current licenses used to calculate maintenance for 2013.  
If you require further information please let me know.

Thanks

**Terry Woods / Customer Care Manager**

Trapeze Group / <http://www.trapezegrup.com> / [terry.woods@trapezegrup.com](mailto:terry.woods@trapezegrup.com)

Office: 905.629.5479 | Mobile: 647.244.6319 / Fax 905.238.8408 /

Customer Care Line: 1.877.411.8727

Check out TrapezeCommunity - your online portal to communicate with Trapeze and fellow Transit properties who use Trapeze Software. [Click Here](#) or login to myTrapeze.com and choose the TrapezeCommunity Link to start connecting!

Find us on Facebook: [www.facebook.com/trapezegrup](http://www.facebook.com/trapezegrup)

Follow us on Twitter: [www.twitter.com/trapezegrup](http://www.twitter.com/trapezegrup)

Link us on LinkedIn: [www.linkedin.com/company/trapeze-group](http://www.linkedin.com/company/trapeze-group)

This email and any files transmitted with it are commercial confidential to Trapeze Software Group, Inc. and are intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the sender.

## Okaloosa County - Maintenance Schedule

Product	Term	Operational Characteristics	Current License Fee	Maintenance	Notes
PASS	June 1, 2013 - May 31, 2014	up to 799 booked trips & 15 w/s	\$ 115,000.00 <i>x 20%</i>	\$ 23,000.00	Invoiced #13-1050496
FLEX	June 1, 2013 - May 31, 2014	up to 10 FLEX runs	\$ 33,802.00 <i>x 15%</i>	\$ 5,000.00	Invoiced #13-1050497
PASS-MEDICAID	June 1, 2013 - May 31, 2014	up to 799 booked trips	\$ 26,500.00 <i>x 20%</i>	\$ 5,300.00	Invoiced #13-1050498
MAPMAKER	June 1, 2013 - May 31, 2014	up to 799 booked trips	\$ 16,644.00 <i>x 15%</i>	\$ 2,350.00	Invoiced #13-1050499

Fees above do not include applicable taxes. Applicable taxes will be applied at time of invoicing  
 Fees are included only for products currently on Trapeze maintenance.  
 Maintenance fees are based on 20% of then current Gross License fess.

**SOFTWARE MAINTENANCE AGREEMENT**

This Agreement effectively made this 14<sup>th</sup> day of July, 2004, between:

Name and Address of Licensor:  
**Trapeze Software Group, Inc.**, an Arizona corporation  
("Trapeze"), with its principal place of business at:  
14400 N. 87<sup>th</sup> Street, Suite 120  
Scottsdale, Arizona 85260  
United States of America

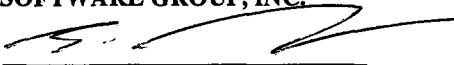
Name and Address of Licensee  
**Okaloosa County** ("Licensee") with its principal place  
of business at:  
  
Crestview, Florida  
United States of America

This Agreement represents the complete and exclusive agreement between Trapeze and Licensee concerning long term support and maintenance services and all related matters and supersedes all prior agreements, negotiations, discussions or understandings between Trapeze and Licensee in any way relating to these matters. No other terms, conditions, representations, warranties or guaranties, whether written or oral, express or implied shall form a part of this Agreement or have any legal effect whatsoever. This Agreement may not be modified except by a later written agreement signed by both parties.

Trapeze and Licensee acknowledge having read and understood this Agreement and agree to be bound by its terms and conditions.

**TRAPEZE SOFTWARE GROUP, INC.**

**LICENSEE OKALOOSA COUNTY, FL**

Signature:   
Name: ~~Simon Parmar~~ **JASON REDMAN**  
Title: ~~Chief Financial Officer~~ **CONTROLLER**

Signature:   
Name: **CHRIS HOLLEY**  
Title: **COUNTY MANAGER**

**APPROVED AS TO FORM**

  
Trapeze Counsel

**CONTRACT: TRAPEZE SOFTWARE  
ANNUAL MAINTENANCE  
CONTRACT NO.: C04-1100-GMI-91  
TRAPEZE SOFTWARE GROUP  
EXPIRES: INDEFINITE**

## TERMS AND CONDITIONS

NOW THEREFORE the parties agree as follows:

1. Definitions In this Agreement, unless the context requires otherwise, the capitalized words set out below shall have the following meanings:

“Agreement”	this software maintenance agreement effectively made as of the 14 <sup>th</sup> day of July, 2004, between Trapeze and Licensee, setting out the terms and conditions by which Trapeze agrees to supply maintenance and support services to Licensee related to the use of the Software by Licensee, and the attached exhibits;
“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.
“License Agreement”	the software license agreement effectively made as of the 14 <sup>th</sup> day of July, 2004, between Trapeze and Licensee, and the attached exhibits;
“New Product”	any update, new feature or major enhancement to the Software that Trapeze markets and licenses for additional fees separately from Upgrades;
“Upgrades”	generic enhancements to the Software that Trapeze generally makes available as part of its long term software support program.

All other capitalized words or phrases in quotations marks as used in this Agreement shall have the same meaning as in the License Agreement.

2. Maintenance and Support Services Trapeze agrees to provide the following software maintenance and support services during the term of this Agreement:
- (a) Trapeze will maintain the Software so that it operates in conformity, in all material respects, with the descriptions and specifications for the Software set out in the Documentation.
  - (b) If Licensee detects any errors or defects in the Software, Trapeze will provide reasonable support services through a telephone software support line from Monday to Friday, 8 a.m. to 8 p.m. EST. Upon registration by Licensee, Trapeze will also provide Licensee with access to its software support website.
  - (c) Trapeze will provide written updates to Licensee detailing the Upgrades of the Software and New Products.
  - (d) At Licensee's request, Trapeze shall provide Licensee with Upgrades of the Software at no additional charge.
  - (e) Licensee shall be entitled to acquire a license to New Products for Trapeze's then current license fees. Software Upgrades and New Products will be provided with updated Documentation where available and appropriate.
3. Extras The support services shall not include, and Licensee shall pay additional fees for, any and all consulting, implementation, customisation, education and training related services.
4. Fee Licensee shall pay an annual maintenance fee to Trapeze as provided in Exhibit A. This fee shall be subject to change as set out in Exhibit A. Licensee shall issue a Purchase Order annually specifying the amount set forth in the Trapeze invoice for maintenance services in accordance with Exhibit A. The Purchase Order shall be governed by the terms and conditions of this Agreement.

5. Restricted Use All Documentation, Upgrades, New Products, and any other materials provided to Licensee under this Agreement will be subject to the same terms and rights of use as apply to the Software and Documentation under the License Agreement.
6. Remote Access Licensee shall at its expense and at Trapeze's request provide Trapeze with the right of remote access to Licensee's computers on which the Software is installed, so as to enable Trapeze to monitor the operation of the Software and provide maintenance and support services under this Agreement.
7. Extra Fees, Interest on Overdue Accounts and Taxes Trapeze will invoice Licensee for any services outside the scope of this Agreement (including installation, customisation, training and other services) and related expenses on a monthly basis for such services performed and expenses incurred during each month. All such services shall be performed under a written work order to be agreed to by both parties. Overdue payments shall 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 Trapeze. Licensee will also be responsible for payment of all taxes and other levies, including sales and use taxes, and this obligation shall survive termination of this Agreement.
8. Confidentiality The parties will not disclose Confidential Information to third parties, without the prior written consent of the other party.
9. Term The initial term of this Agreement shall be for a period of one (1) year commencing on the expiration date of the warranty period set out in the "Warranty" paragraph of the License Agreement, and it shall be automatically renewed as long as Licensee remains licensed by Trapeze to use the Software, unless earlier canceled in writing by either party at any time upon 90 days written notice. If this Agreement is terminated by Licensee or is not renewed annually, Licensee acknowledges there may be additional costs and fees associated with and the issuance of a new Software Maintenance Agreement.
10. Termination
  - (a) This Agreement shall automatically terminate if Trapeze or Licensee terminates the License Agreement.
  - (b) Either party has the right to terminate this Agreement if the other party fails to perform any obligation hereunder, and if such default has not been cured within fifteen (15) days after receipt of notice of such default.
  - (c) Either party may terminate this Agreement by written notice if the other party becomes insolvent or bankrupt.
  - (d) The obligations of each party pertaining to Confidential Information and taxes shall survive the termination of this Agreement.
11. Force Majeure Trapeze shall not be responsible for, and its performance of obligations shall automatically be postponed as a result of, delays beyond Trapeze's reasonable control, provided that Trapeze notifies the Licensee of its inability to perform with reasonable promptness and performs its obligations hereunder as soon as circumstances permit.
12. Limited Warranty Trapeze warrants that during the term of this Agreement, it will maintain the Software in accordance with the terms and conditions of this Agreement, based on the professional standards that it utilises for all of its customers in the transit industry within North America.

**Except as explicitly stated in this Agreement, there are no conditions, warranties or other terms binding on the parties concerning the services contemplated under this Agreement. This Agreement excludes any condition, warranty or other term which might be implied or incorporated into this Agreement, whether by statute, regulation, common law, equity or otherwise, including any implied warranties or conditions of quiet usage, merchantability, merchantable quality and fitness for a particular purpose, or from the course of dealing or usage of trade (as allowed by law). In particular, Trapeze does not warrant that: (i) the Software will meet**



any or all of Licensee's particular requirements; (ii) that the operation of the software will operate error free or uninterrupted; or (iii) all programming errors in the software can be found in order to be corrected.

13. Exclusion of Claims and Liability

a) Trapeze 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) Trapeze 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. Trapeze 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) Trapeze 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) Trapeze'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 Software License Agreement, or the use of the Software (whether or not in the manner permitted by this Agreement), including claims for breach of contract, tort, misrepresentation, or otherwise, or the development, modification or maintenance of the Software will be absolutely limited to the amount of the license fees paid by Licensee.

(e) Trapeze 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) incidental or consequential damages, whether foreseeable or not;

ii) special damages even if Trapeze 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 personal injury caused by either party's gross negligence or fraudulent misrepresentation.

14. Assignment This Agreement is for the sole benefit of Licensee and may not be assigned by Licensee without the express written consent of Trapeze.

15. Applicable Law This Agreement shall be governed by and construed in accordance with the laws of state of Arizona.

16. 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

**EXHIBIT A**

Item	Licensed Product	Initial Gross License Fee	First Year Maintenance Fee*
1.	Trapeze-PASS	\$77,000	\$15,400
2.	Trapeze-FLEX	\$20,000	\$4,000
3.	Trapeze-Medicaid Interface	\$20,000	\$4,000
4.	Trapeze-Malteze Database	Included	Included
	<b>TOTAL</b>		

\* First year fee only. For all subsequent years, the annual maintenance fee will be the result of the license fee, based on the peak number of trips and vehicles as carried out by Licensee at the maintenance anniversary date, multiplied by the license fee percentage, all according to the standard Trapeze price list at that time.



March 28, 2007

Christy Johnson  
Accounts Payable  
Okaloosa County  
101 James Lee Boulevard East  
Crestview, Florida 32536

Send By:	
Facsimile	<input type="checkbox"/>
Regular Post	<input type="checkbox"/>
Courier	<input type="checkbox"/>
Hand Deliver	<input type="checkbox"/>

Telephone: 850-651-7533  
Fax: 850-651-7706

Re: Renewal Notice - TRAPEZE Products

Dear Ms. Johnson:

Please find enclosed invoices for maintenance fees on the TRAPEZE suite of products.

In order to continue enhancing your customer care experience, we would appreciate your suggestions and comments. We thank you for your business and remain committed to being your Trusted Partner.

Should you have any questions, please feel free to contact either myself or Catharine Ennist at (905) 629-8727 ext 4860.

Sincerely,  
**TRAPEZE GROUP**

Kevin Mollet  
Financial Analyst

APPROVED OKALOOSA COUNTY BCC:

DON R. AMUNDS      DATE: 5/18/2007  
 CHAIRMAN

*fjt*  
 5/17/07  
 ANNUAL RENEWAL OF TRAPEZE MAINTENANCE  
 FOR FLEX, MAPMAKER, PASS & MEDICAID  
 SYSTEMS. BCC APPROVAL PERIOD 6/1/2007  
 THRU 5/31/2008.

BCC APPROVED 5/15/2007

**CONTRACT: ANNUAL SOFTWARE  
MAINTENANCE  
CONTRACT NO.: C04-1100-GMI-91  
TRAPEZE GROUP  
EXPIRES: INDEFINITE**

ENCLOSURE

[www.trapezegrup.com](http://www.trapezegrup.com)

5800 Explorer Drive, 5th floor • Mississauga, Ontario L4W 5L4 Canada • t. 905.629.8727 • f. 905.238.8408

8360 East Via de Ventura, Suite L-200 • Scottsdale, Arizona 85258 U.S.A. • t. 480.627.8400 • f. 480.627.8411



# Software Support Invoice

Okaloosa County  
101 James Lee Boulevard East  
Crestview, Florida 32536

Invoice No: 075251  
Invoice Date: March 28, 2007  
Due Date: June 1, 2007  
Project No: 7272-306  
Division: 85

Attn: Ms. Christy Johnson  
Accounts Payable

Maintenance fees for the period June 1, 2007 - May 31, 2008.

### TRAPEZE FLEX

Base License: Up to 799 Booked Trips		
Maintenance Fee	\$4,255.00	
Total Payable		\$4,255.00

Please make payment to:

Trapeze Software Group, Inc.  
8360 East Via De Ventura  
Suite L-200  
Scottsdale AZ 85258

Kevin Mollet  
Financial Analyst

**CONTRACT: ANNUAL SOFTWARE  
MAINTENANCE  
CONTRACT NO.: C04-1100-GMI-91  
TRAPEZE GROUP  
EXPIRES: INDEFINITE**

(All amounts shown in \$US.)

Interest at 15% per annum will be charged on all late payments.

[www.trapezegrup.com](http://www.trapezegrup.com)

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## Software Support Invoice

Okaloosa County  
101 James Lee Boulevard East  
Crestview, Florida 32536

Invoice No: 075252  
Invoice Date: March 28, 2007  
Due Date: June 1, 2007  
Project No: 7272-192  
Division: 85

Attn: Ms. Christy Johnson  
Accounts Payable

Maintenance fees for the period June 1, 2007 - May 31, 2008.

### TRAPEZE MAPMAKER

Base License: Up to 799 Booked Trips		
Maintenance Fee	\$1,575.00	
Total Payable		\$1,575.00

Please make payment to:

Trapeze Software Group, Inc.  
8360 East Via De Ventura  
Suite L-200  
Scottsdale AZ 85258

Kevin Mollet  
Financial Analyst

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MAINTENANCE  
CONTRACT NO.: C04-1100-GMI-91  
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(All amounts shown in \$US.)

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# Software Support Invoice

Okaloosa County  
101 James Lee Boulevard East  
Crestview, Florida 32536

Invoice No: 075253  
Invoice Date: March 28, 2007  
Due Date: June 1, 2007  
Project No: 7272-300  
Division: 85

Attn: Ms. Christy Johnson  
Accounts Payable

Maintenance fees for the period June 1, 2007 - May 31, 2008.

### TRAPEZE PASS

Base License: Up to 799 Booked Trips		
15 Workstations		
Maintenance Fee	\$17,900.00	
Total Payable		\$17,900.00

Please make payment to:  
Trapeze Software Group, Inc.  
8360 East Via De Ventura  
Suite L-200  
Scottsdale AZ 85258

Kevin Mollet  
Financial Analyst

**CONTRACT: ANNUAL SOFTWARE  
MAINTENANCE  
CONTRACT NO.: C04-1100-GMI-91  
TRAPEZE GROUP  
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(All amounts shown in \$US.)

Interest at 15% per annum will be charged on all late payments.

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# Software Support Invoice

Okaloosa County  
101 James Lee Boulevard East  
Crestview, Florida 32536

Invoice No: 075254  
Invoice Date: March 28, 2007  
Due Date: June 1, 2007  
Project No: 7272-346  
Division: 85

Attn: Ms. Christy Johnson  
Accounts Payable

Maintenance fees for the period June 1, 2007 - May 31, 2008.

### TRAPEZE PASS-MEDICAID

Base License: Up to 799 Booked Trips		
Maintenance Fee	\$4,000.00	
Total Payable		\$4,000.00

Please make payment to:  
Trapeze Software Group, Inc.  
8360 East Via De Ventura  
Suite L-200  
Scottsdale AZ 85258

Kevin Mollet  
Financial Analyst

**CONTRACT: ANNUAL SOFTWARE  
MAINTENANCE  
CONTRACT NO.: C04-1100-GMI-91  
TRAPEZE GROUP  
EXPIRES: INDEFINITE**

(All amounts shown in \$US.)

Interest at 15% per annum will be charged on all late payments.

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