Attchment B

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

Between

TRAPEZE SOFTWARE GROUP, INC. ("Trapeze"), with its principal place of business at 8360 East Via de Ventura, Suite L-200, Scottsdale, Arizona 85258, U.S.A.

And

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY ("Licensee") with its principal place of business at One Gateway Plaza, Los Angeles, California 90012, U.S.A.

Effective Date: July 1st, 2014

Notice Information:

If intended for Trapeze, to:	If intended for Licensee, to:
5800 Explorer Drive, 5th Floor	Metro, One Gateway Plaza, Mailstop 99-19-6
Mississauga, Ontario, Canada L4W 5L4	Los Angeles, California USA 90012
Contact: Mary Pavela	Contact: Paula Carvajal
Telephone: 1-905-629-8727	Telephone: (213) 922-4258

Number of Pages in this Agreement including attached Exhibits: __

This terms and conditions of this Agreement shall govern all dealings between Trapeze and the Licensee for the purchase of goods and services from Trapeze. This Agreement, including its Exhibits 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, Trapeze will not be bound by any standard or printed terms produced by Licensee. In the event of any conflict or inconsistency between the provisions of this Agreement and the exhibits, the terms and conditions of this Agreement will govern to the extent of such inconsistency. 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:	Signed for and on behalf of Licensee:
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 License and Maintenance Agreement effectively made between Trapeze 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 Trapeze;
"Software"	the certain software as identified in Exhibit A of this Agreement;
"Statement of Work"	the specifications for the services to be provided by Trapeze 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 Trapeze;
"Upgrades"	generic enhancements to the Software that Trapeze generally makes available as part of its long term software support program.

2. Term The Agreement shall become effective as of the Effective Date and shall remain in effect for an initial period of three (3) years ("Term") from the Effective Date and shall renew automatically for one (1) year periods (each a "Renewal Term") thereafter unless terminated as provided in Article 13.

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

(a) Trapeze hereby grants to Licensee a personal, non-transferable, non-exclusive license to use for its own business purposes a production copy of the object code version of the Software in the form supplied by Trapeze and on hardware approved by Trapeze as of the License Date referred to in Exhibit A ("License Date"), in accordance with the operational characteristics described in Exhibit A. In addition to the use of the Software by the Licensee, the parties agree that Orange County Transportation Authority and Ventura County Transportation Authority (each a "Sublicensee", collectively the "Sublicensees") are hereby sublicensed to use the Software and Documentation in accordance with the terms of this Agreement.

(b) Licensee agrees and represents to Trapeze that its Sublicensees shall comply with the terms and conditions of the Agreement. Licensee further agrees and represents that any failure by a Sublicensee to comply with the license terms and conditions of the Agreement shall constitute a breach of this Agreement by Licensee, and Licensee shall be liable to Trapeze for any such breach.

(c) In the event that any one of the Sublicensees requires a separate license to use the Software, Trapeze shall offer to that Sublicensee the opportunity to execute a separate Software License and Maintenance Agreement. The terms and conditions of this Agreement shall be based upon the standard Trapeze contract forms at the time. Trapeze shall be entitled to charge to any such Sublicensee license fees (and the related maintenance fees and hosting fees) equal to the difference between the individual gross license fees identified under this Agreement, as detailed in Exhibits A (License Fees) and Exhibit B (Ongoing Maintenance Fees and Ongoing Hosting Fees) and the standard fees normally charged to the Licensee using the Software at the Sublicensee's then current usage rates.

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

(e) Access to the Software shall be provided by Trapeze via internet-based connectivity. The Software will be hosted on an off-site server at the business premises of a third party subcontractor to Trapeze in accordance with the terms and conditions of Exhibit C, attached hereto. Licensee shall be responsible for procuring and establishing a communications connection linking Licensee's computers to the off-site servers, including required telecommunications equipment and connections.

(f) Other than the rights of use expressly conferred upon Licensee by this section 2, 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 Trapeze.

3. Software Services In accordance with the terms of this Agreement, Trapeze will perform the specified services related to Licensee's use of the Software ("Services"). Such Services will include hosting and support services. Any and all other Services, desired by Licensee or the Sublicensees, are subject to a separately negotiated agreement between Licensee or Sublicensees and Trapeze, to be in writing and which shall include additional payments at Trapeze's then current professional services rates.

4. Software Warranty Trapeze warrants that it holds title to all Software licensed and delivered pursuant to this Agreement. Trapeze further warrants that it has full power and authority to grant to the Licensee the rights set forth in this Agreement and that neither the performance of the services by Trapeze nor the use by the Licensee of the Software, or any portion thereof, will in any manner constitute an infringement or other violation of any ownership, claim, copyright, trade secret, trademark, patent, invention, proprietary information, nondisclosure, or other rights of any third party. No warranty is provided by Trapeze with respect to any third party licensed products. Separate warranties may be available from the developer, distributor, or publisher of the licensed products. Any use of the Software not in accordance with this Agreement constitutes a breach of the Agreement and shall void any warranty.

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. Trapeze 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.

5. Software Maintenance During the Term and for any Renewal Terms for which maintenance fees have been paid in full by Licensee:

(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 forth in the Documentation;

(b) in the event that 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 am to 8 pm EST (Except North American holidays) and an available twenty-four hours per day line for emergency support. Upon registration by Licensee, Trapeze will also provide Licensee with access to its software support website.

6. Payment Upon execution of this Agreement, Trapeze will invoice the Licensee and the Licensee will issue a purchase order to Trapeze, for the Software license fees, service fees, and related expenses as set out in Exhibit B, attached hereto. Trapeze will invoice Licensee for the Software license fees and implementation fees as set out in and according to Exhibit B. The gross amount of the license fee is set out in Exhibit A. Trapeze will invoice Licensee monthly for the Services provided, in accordance with Exhibit B. The total amounts due for all service fees, modifications fees, and expense are firm fixed amounts and will be invoiced on that basis. For clarity, any purchase order shall be governed exclusively by the terms and conditions of this Agreement, and any terms and conditions included with Purchase Orders are for administrative purposes only and shall not amend, alter or supersede the terms of the Agreement.

Licensee shall pay annual maintenance and hosting fees to Trapeze as provided in Exhibit B (the "**Fees**"), attached hereto. This Fees shall be subject to change as set out in Exhibit B. Licensee shall issue a Purchase Order annually specifying the amount set forth in the Trapeze invoice for the Fees, and the Purchase Order shall be governed by the terms and conditions of this Agreement.

The parties agree that Trapeze will invoice Licensee for any and all fees stipulated in this Agreement and Licensee will be responsible for the obligations of Sublicensees with regards to payment of such fees. For clarity, the parties agree that Licensee shall be the single point of contact for all payment obligations under the 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 Trapeze of the reasons for disputing the invoice in question. If Trapeze has not received such notification within such time frame, 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 Trapeze. 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 Trapeze upon signing of this Agreement to avoid payment of the applicable tax to Trapeze.

7. Trade Secrets and Confidential Information Licensee acknowledges that any Trade Secrets or Confidential Information disclosed to Licensee pursuant to this Agreement are owned by Trapeze and include trade secrets and other confidential and proprietary information of Trapeze. Licensee shall maintain in confidence and not disclose the same, directly or indirectly, to any third party without Trapeze's prior written consent. Licensee further acknowledges that a breach of this Section would cause irreparable harm to Trapeze for which money damages would be inadequate and would entitle Trapeze to injunctive relief and to such other remedies as may be provided by law.

8. 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 Trapeze, which such consent shall not be unreasonably withheld. Neither Licensee nor any of its personnel shall publish or reproduce or arrange press releases regarding Trapeze

without the prior written consent of Trapeze upon such terms as may be agreeable to Trapeze. Trapeze reserves the right to publish the results of the work done under this Agreement.

9. 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 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.

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

11. Intellectual Property Indemnification In the event of an intellectual property infringement claim by a third party, Trapeze 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. Trapeze will pay any award rendered against Licensee by a court of competent jurisdiction in such action, provided that Licensee gives Trapeze prompt notice of the claim and Trapeze is permitted to have full and exclusive control of any defense. If all or any part of the Software becomes, or in Trapeze's opinion is likely to become, the subject of such a claim, Trapeze 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 Trapeze's entire liability concerning intellectual property infringement. Trapeze 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 Trapeze, or use of the Software contrary to this Agreement or the Documentation.

12. Limitation of 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 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 Maintenance Fees actually paid by Licensee during the preceding twelve (12) month period.

(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.

(g) Additionally, the Licensee acknowledges that the information submitted by individuals seeking rideshare services ("End Users") will be entered into the Software database. As part of the Software registration process, End Users are required to acknowledge that they have read and agree with the Terms of Use and Privacy Policy established by Trapeze. The aforementioned terms/policies have dedicated screens and acknowledgement is required as part of the Software registration process. Matches are made via computer and based on proximity of departure and destination locations, travel schedules and other preferences. The Licensee understands that potential rideshare partners will be able to request system notifications of potential matches and be able to contact these potential matches through revealing their email address if they chose the match, but without revealing their home address or destination or telephone number unless they personally choose to do so. The Licensee understands that this information is for the purpose of helping individuals forming or joining a carpool or vanpool and will not be provided by Trapeze to any marketing organization or any other third party except as permitted by this Agreement. The Licensee acknowledges that participation in a rideshare arrangement, including but not limited to a carpool or, vanpool or public transit, is an individual decision and that Trapeze Software Group, Inc. shall have no responsibility or liability for any expenses or damages resulting from participation in the system

13. 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 Trapeze, Trapeze shall have the right to terminate this Agreement immediately.

(c) Either party may terminate for convenience with ninety (90) days written notice.

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

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

14. Assignment This Agreement, or any of the rights or obligations of Trapeze created herein, may be assigned by Trapeze, but 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 the State of California, USA.

16. 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.

17. 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 Trapeze. If the remainder of this Agreement, as the case may be, 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.

18. 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, 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.

19. Audits Trapeze may perform audit(s) on the use of the Software and Documentation upon giving Licensee written notice of at least five (5) business days. Licensee agrees to make the necessary operational records, databases, equipment, employees and facilities available to Trapeze for the audit(s). The purpose of the audit will be to verify compliance with the terms and conditions of this Agreement.

EXHIBIT A

LICENSE FEES

RidePro Gross Licenses	LACMTA	OCTA	VCTC
RidePro Admin	$ 60,175	$ 35,110	$ 20,750
RidePro Web	$ 55,550	$ 36,013	$ 21,119
RidePro AVR	$ 32,800	$ 20,625	$ 12,337
Total	$ 148,525	$ 91,748	$ 54,206
Net License Fees Paid			
RidePro Admin (WAN)	$ 50,400	$ 25,200	$ 16,800
RidePro AVR	$ 16,000	$ 10,000	$ 6,000
RidePro Web	$ 27,000	$ 22,000	$ 16,500
Total	$ 93,400	$ 57,200	$ 39,300
Difference	$ 55,125	$ 34,548	$ 14,906
Discount	$ (55,125)	$ (34,548)	$ (14,906)
Net License Due	$0	$0	$0

Notes:

1. Each CTC license includes the right for up to five administrative staff logins.
2. Licenses are limited to commuter registrants living and/or working in California counties of Los Angeles, Orange, and Ventura.
3. Licenses are limited to the following database sizes, as measured by the count of active registered commuters. An active registered commuter is one where their profile is set such that their name could appear on a ridematch list ("RideGuide").

LACMTA:	200,000
OCTA:	50,000
VCTC:	15,000

EXHIBIT B
Summary of Pricing and Payment Schedule

1. ONGOING MAINTENANCE FEES

Maintenance July 1, 2014 – June 30, 2015	LACMTA	OCTA	VCTC
RidePro Admin	$17,842	$5,470	$1,496
RidePro Web	$16,951	$5,197	$1,421
RidePro AVR	$9,926	$3,043	$832
Total	$44,718	$13,710	$3,749

Maintenance July 1, 2015 – June 30, 2016	LACMTA	OCTA	VCTC
RidePro Admin	$18,734	$5,744	$1,571
RidePro Web	$17,798	$5,457	$1,492
RidePro AVR	$10,423	$3,195	$874
Total	$46,954	$14,396	$3,937

Maintenance July 1, 2016 – June 30, 2017	LACMTA	OCTA	VCTC
RidePro Admin	$19,671	$6,031	$1,649
RidePro Web	$18,688	$5,729	$1,567
RidePro AVR	$10,943	$3,355	$918
Total	$49,303	$15,116	$4,134

Notes:

1. Initial software Maintenance Fees would be due July 1, 2014, and would cover a twelve month term. Fees through June 30, 2017 would be invoiced annually, coming due on July 1 of each year.
2. Software maintenance fees in years after June 30, 2017 would be at then current Trapeze rates, but any increase from one year to the next would not exceed 5%.
3. Software maintenance fees above are based upon a three year commitment.
4. Division of fees is based upon current fee division between CTC's, as defined in a memorandum of understanding between the CTC's.

2. ONGOING HOSTING FEES

Hosting July 1, 2014 – June 30, 2015	LACMTA	OCTA	VCTC
RidePro Admin	$10,249	$3,142	$859
RidePro Web	$11,510	$3,529	$965
RidePro AVR	$6,741	$2,067	$565
Email Services	$719	$221	$60
Total	$29,103	$8,923	$2,440

Hosting July 1, 2015 – June 30, 2016	LACMTA	OCTA	VCTC
RidePro Admin	$10,761	$3,299	$902
RidePro Web	$12,086	$3,706	$1,013
RidePro AVR	$7,078	$2,170	$593
Email Services	$755	$232	$63
Total	$30,560	$9,369	$2,562

Hosting July 1, 2016 – June 30, 2017	LACMTA	OCTA	VCTC
RidePro Admin	$11,299	$3,464	$947
RidePro Web	$12,690	$3,891	$1,064
RidePro AVR	$7,432	$2,279	$623
	$793	$243	$66
Total	$32,088	$9,838	$2,690

Notes:

1. Initial software hosting fees would be due July 1, 2014, and would cover a twelve month term. Fees through June 30, 2017 would be invoiced annually, coming due on July 1 of each year.
2. Software maintenance fees in years after June 30, 2017 would be at then current Trapeze rates, but any increase from one year to the next would not exceed 5%.
3. Software maintenance fees above are based upon a three year commitment.
4. Division of fees is based upon current fee division between CTC's, as defined in a memorandum of understanding between the CTC's.

3. TRANSITIONAL IMPLEMENTATION FEES

Implementation Fees	
Move current database to Trapeze servers, generate logins for staff users	$ 3,400
Alter web site to update organizational references	$ 6,800
Configure email services - including assistance for local IT email administrators	$ 1,700
Management services	$ 3,400
Total	$ 15,300

Notes:

1. Database to be installed will be the production RidePro3 database currently associated with the Trapeze RidePro implementation serving Riverside, Los Angeles, San Bernardino, Orange and Ventura counties, as provided by Riverside County Transportation Commission's network administrator. Once received, all data associated with Riverside and San Bernardino Counties will be removed.
2. No travel will be required to perform these services.
3. Implementation fees above would be divided amongst the CTC's as follows:

Implementation Fees	LACMTA	OCTA	VCTC
	$11,004	$3,374	$923

4. Division of fees is based upon current fee division between CTC's.

EXHIBIT C
Hosting Services

1. OVERVIEW

Trapeze uses BlueBridge Networks Data Center ("Data Center"), located at 1255 Euclid Avenue Fifth Floor Cleveland, Ohio 44115 and provides associated services to support customers that wish to outsource the operation and maintenance of computer applications listed in the Scope of Services as referenced herein.

This Exhibit describes the hosting services for the Software licensed under the Agreement ("Hosting Services") to be provided by Trapeze, the respective responsibilities of the parties, the service level objectives ("SLOs"), and the problem management process.

2. HOSTING SERVICES

The general scope of services addressed by the Agreement includes the operation, maintenance, and support of the:

- Database software for the Applications hosted under this agreement
- Database security
- Data Center server operation

The scope of services specifically excludes operation and maintenance of the following:

- Customer hardware, including Customer's servers, printers, network hardware (including routers and switches) and other Customer site computing equipment;
- Customer application software other than noted in the Scope of Services; and
- Customer Local Area Networks ("LAN")
- Customer network infrastructure for connecting to the Internet and to the Trapeze Data Center

All Hosting Services will be provided by Trapeze to and for the Customer's benefit in a manner that will meet the objectives outlined in the Service Level Objectives below.

Application

Application refers to the Software licensed from Trapeze pursuant to the Agreement, which Software may include Third Party Software. The Application is hosted by Trapeze pursuant to the Agreement.

Support Software

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

Hardware

Server infrastructure located in Cleveland, OH, to maximize uptime. Customer shall provide the telecommunications equipment (including the routers to be installed at the Data Center), communication line, and services for connection from Customer's site to the Data Center.

Database Instances

Trapeze will maintain a single Production Database instance up to 100GB. This Production Database will provide the daily, real-time transaction data to the Application users.

Internet Bandwidth

Trapeze will provide up to 1Mbps pursuant this agreement. Additional bandwidth is charged at the then current rate.

Backups
Full database and incremental file system backups are taken each night and stored at an offsite facility. Backup data is retained for 14 days.

Hours of System Operations
The Application will be accessible and available to the Customer and capable of any and all normal operating functions 24 hours a day, seven days a week except for periods of Scheduled Maintenance and previously approved outages. Trapeze will not be held responsible for inaccessibility arising from communications problems occurring anywhere beyond the Trapeze side of the router resident at the Data Center, nor will these hours of unavailability be counted as unavailable.

Data Center Maintenance
Trapeze will complete routine maintenance on the Application systems quarterly. Trapeze will provide at least seven (7) business days' notice to these planned outages

If Trapeze is required to perform additional maintenance outside of the Scheduled Maintenance window, it will notify the Customer via email of its request. The Customer and Trapeze will mutually agree on the downtime, which will then be considered a period of Scheduled Maintenance.

Travel Expenses

In addition to the fees set forth above, if Trapeze is required by Customer to attend and perform Services on-site, Customer shall reimburse Trapeze for air fare, meals, ground transportation, and other reasonable travel and living expenses incurred by Trapeze in support of the Agreement during provision of support services at the Customer site. Trapeze will adhere to the Customer's Travel Polices to the extent possible.

Adjustment of Fees

The fees set forth above shall remain in effect during the first year of the Agreement beginning on the Effective Date. Thereafter, Trapeze shall have the right to adjust its fees upon 60 days prior written notice to Customer. Trapeze shall not adjust its fees more often than once per year.

3. SERVICE LEVEL OBJECTIVES

These Service Level Objectives are intended to provide an understanding of the level of service to be delivered by the Trapeze for the Hosting Services specified in this Exhibit. The service levels set forth below apply to the Hosting Services provided by Trapeze under the Agreement.

AVAILABILITY

Trapeze will use commercially reasonable efforts to provide Hosting Services with an average of 95% Availability (as such term is hereinafter defined) for each quarter during the Term. For purposes of the Agreement, "Availability" during any quarter refers to an Authorized User's ability to log into the Application during such quarter, and will be calculated in accordance with the following formula:

$$x = (y - z) / y * 100$$

Where,

- "x" is the Availability of the Application during the quarter;
- "y" is the total number of hours in such quarter minus the number of hours during such quarter that the Customer is unable to log into the Application because of (a) regularly scheduled maintenance windows for the Application and for times in which Customer has been notified in writing (including e-mail) by Trapeze in advance thereof; (b) a Force Majeure Event; (c) non-

performance of hardware, software, ISP connections, and other equipment that is not provided by Trapeze or certified by Trapeze for use in conjunction with the Hosting Services (except as such non-performance is directly or indirectly caused by Trapeze).

- "z" is the number of hours in such month during which the Customer is unable to log into the Application (other than for reasons set forth in the definition of "y" above); provided that Trapeze has been notified or is otherwise aware (or reasonably should be aware) of Customer's inability to utilize the Application.

4. CUSTOMER RESPONSIBILITIES

The Customer is responsible for:

- Assigning a primary and alternate Customer representative to coordinate all communications and activities related to Trapeze services.
- Providing contact information for a Primary and an Alternate contact to Trapeze that will be added to the notification lists upon execution of this Agreement
- Providing user identification data and determining the appropriate security profile for each user. Customer will control security at the Application level.
- Monitoring and regulating user actions, including, but not limited to, use of the Internet, Services and connection to the Data Center.
- All printing. No print job will print at the Data Center and all physical printing requirements will be handled by the Customer.
- The purchase and installation of printers at Customer's sites for the Application being utilized as defined in the Scope of Services.
- Installation, operation and maintenance of all workstation software (and Customer's LAN, existing data communications configuration, hardware, or software required at the Customer's site except as otherwise stipulated in the Scope of Services. Trapeze network and network responsibility extends from the Trapeze routers at Trapeze's sites to all connected equipment at Trapeze's sites.
- Testing updates and fixes applied by Trapeze to Applications used by Customer. With the exception of emergency fixes, Customer will test updates and fixes prior to their introduction to the Production environment within a mutually agreed upon time frame.
- Testing upgrades. Upgrades will be moved to production by the Trapeze at the end of the Customer testing period unless specific problems are documented in writing to Trapeze.
- Diligent analysis of suspected problems to determine their specific nature and possible causes before calling the Trapeze for assistance. Notwithstanding this diligence requirement, Customer is responsible for informing Trapeze of any problems encountered in a timely manner.

5. OWNERSHIP OF SOFTWARE AND DATA

Customer shall not obtain any ownership rights, title or interest in the Software, Hardware or systems developed or employed by Trapeze in providing any Services under the Agreement. Trapeze shall not obtain any ownership rights, title or interest to Customer's data contained within the Software database. Upon expiration or termination of the Agreement for any reason, Trapeze agrees to, upon a written request by Customer, either provide Customer with a copy of or destroy the Customer's data, as it exists at the date of expiration or termination.