



**Trapeze Software Group, Inc. d.b.a.
TripSpark Technologies ("TripSpark")**

5265 Rockwell Dr. Northeast
Cedar Rapids, IA 52402

Telephone: 1.877.448.7273

WORK ORDER

Client Name: Augusta Richmond County
Address: 1535 Fenwick Street
Augusta, GA USA
Attention: Jeffrey Lewis
Position: Transit IT Manager
Phone: (706) 821-1556
Email: lewis@augustaga.gov

Work Order#: WO-0125581
Date Requested: 2022/07/12
Requested By: Jeffrey Lewis

N.B A copy of the purchase order related to the items below MUST be received by TripSpark prior to the performance of any services or delivery of any hardware or software.

Product Name	Type	Quantity	Unit Price	Total Price
PASS: Service	Service	1	\$31,488.00	\$31,488.00

****Total:** \$31,488.00 *Plus*
Applicable Sales Tax

This Work Order between Trapeze Software Group, Inc. d.b.a TripSpark Technologies ("TripSpark" or "Seller") and ("Client" or "Buyer") is governed by the terms and conditions of the agreement in place between the parties, with the exception of warranty which shall be governed by Section 5 ("Warranty") as stipulated under TripSpark Terms and Conditions of Sale, Attachment 1, and Statement of Work, Attachment 2 of this Work Order. If there is no current agreement in place between the parties then the TripSpark Terms and Conditions of Sale, Attachment 1 hereto, shall govern this Work Order. All other terms and conditions are excluded from this Work Order and shall have no effect whatsoever.

Work will be billed per the statement of work, if applicable. Where no statement of work is present work will be billed upon completion of services or upon shipment of hardware, as described on the work order.

Trapeze Software Group, Inc.

Augusta Richmond County

Vice President, Client Services

Date _____

Date _____

****Price valid for thirty (30) days. All Prices in US dollars.**

In addition to the services and/or fees payable by Client to use taxes (but excluding taxes based on the net income of TripSpark resulting from this Work Order) shall be the responsibility of the Client. If any withholding tax or similar levy is applicable to the fees or other amounts payable to TripSpark, Client shall pay such additional amount as shall result in TripSpark receiving the total amount of the fees and/or services or other amounts it would have been paid but for such tax or levy. TripSpark requires a response within 30 calendar days. After 30 days this work order will expire.

TripSpark
Terms and Conditions of Sale

1. GENERAL.

These Trapeze Software Group, d.b.a. TripSpark Technologies (the "Seller") terms of sale, quote letter and all attachments hereto are provided as part of an offer to enter into a contract for the purchase and supply of Goods and/or Services. Buyer's (as Buyer is defined in the quote letter accompanying these terms) issuance of a purchase order and/or execution of the quote letter will constitute an acceptance of this offer on the terms hereof and shall create a binding contract. Buyer agrees that any terms associated with the Buyer's purchase order shall be for administrative purposes only and shall not form a part of this contract. Any modifications proposed by Buyer are not a part of this contract in the absence of Seller's written assent. As used in these Standard Terms and Conditions of sale "Goods" shall mean the equipment ("Equipment") sold and delivered hereunder, including any embedded software ("Software") licensed in conjunction with said Equipment, limited to spare and repair parts. "Services" shall mean the labor described under this quotation, which shall be provided by Seller and/or authorized representatives.

2. PRICES.

2.1 Unless otherwise agreed by Seller in writing, all prices quoted by Seller: (i) are based on US Dollars, (ii) are exclusive of all brokerage fees and duties, (iii) provide for the Goods Ex Works shipping point (as that term is defined in Incoterms 2013), and (iv) include Seller's standard commercial packaging. Seller reserves the right to deliver, at no change in price, substitute Goods of equal or better capability provided however, that such substitute Goods maintain the form, fit, and functionality of the originally contracted Goods. Partial deliveries are acceptable. Unless otherwise stated, such prices are effective for ninety (90) days from the date of quotation. Except as otherwise specified, the prices stated do not include any state, federal, or local sales, use or excise taxes, now in force or enacted in the future, applicable to the sale, license, delivery, or use of Goods and/or Services, and the Buyer expressly agrees to pay to Seller, in addition to the prices stated, the amount of any such taxes which may be imposed upon or payable by Seller.

2.2 Transportation of Goods shall be by common carrier, at Buyer's risk and expense. Upon request from Buyer to expedite shipments due to delays or other events not caused by Seller, all costs will be paid by Buyer.

2.4 Buyer shall have a reasonable time, not to exceed five (5) days from the date of receipt, to inspect the Goods. Buyer will notify Seller in writing of particular deficiencies of the Goods during the inspection period. Failure to give notice or particularize the deficiencies will result in Buyer's acceptance of the Goods.

3. TERMS OF PAYMENT AND BILLING.

Where credit is extended to Buyer, terms of payment shall be net thirty (30) days from date of invoice. Notwithstanding any statement of terms or time of payment to the contrary appearing on the face of the purchase order, Seller reserves the right to require payment in advance of shipment or to ship C.O.D. In the event Buyer fails to pay any invoice when due, in addition to any other right reserved hereunder, Seller reserves the right to suspend or limit performance until all past due sums are paid. It is agreed that risk of loss and title to any Goods described herein, excluding any Software or third party licensed products, shall pass to Buyer at the time and place at which Seller ships the Goods.

4. INTELLECTUAL PROPERTY RIGHTS.

Unless otherwise specified herein, neither this contract nor the delivery of any Goods or Services hereunder shall be construed as granting either by estoppel or otherwise, any right in or license under any present or future data, drawings, plans or ideas or methods disclosed in this contract, or under any invention, patent, copyright, trade secret, or other intellectual property now or hereafter owned or controlled by Seller.

5. WARRANTY.

The Equipment sold hereunder is subject to the following warranties:

5.1 Seller agrees to repair or replace at its discretion, without charge, any such Equipment, which are defective as to design,

workmanship or material, and which is returned to Seller at its factory, transportation prepaid, provided: (i) notice of the claimed defect is given to Seller within ninety (90) calendar days from date of delivery and the Equipment is returned in accordance with Seller's instructions; (ii) such Equipment shall not be deemed to be defective if, due to exposure to any condition in excess of those published in the product specification, it shall fail to operate in a normal manner; (iii) Seller's obligations with respect to such Equipment are conditioned upon the proper installation and operation of such Equipment by Buyer in accordance with Seller's written directions; and (iv) the warranty stated in this section shall be void if such Equipment is altered or repair is attempted or made by other than Seller or Seller's authorized service center. No warranty is provided by Seller with respect to the Software or any third licensed or hardware products. Separate warranties may be available from the third party developer, distributor or publisher.

Buyer agrees to pay for all service expenses not covered by this warranty at Seller's then current standard service rates.

NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO ANY GOODS SOLD OR SOFTWARE OR SERVICES DELIVERED HEREUNDER, AND THE FOREGOING SHALL CONSTITUTE THE BUYER'S SOLE RIGHT AND REMEDY UNDER THIS AGREEMENT.

6. LIMITATION OF LIABILITY.

6.1 Buyer acknowledges and understands that a computer in a vehicle has the potential to distract the driver from the primary task of driving which can compromise a vehicle's safety. Buyer acknowledges and agrees that it is solely responsible for providing and ensuring the proper training of its drivers, owners or operators in the operation of the motor vehicle or motor vehicles in conjunction with the use or operation of the Goods described in this contract. "Motor vehicle" includes any automotive machinery utilized for the transport of persons or goods in which Goods have been incorporated or installed. Buyer shall include this paragraph in any third party agreement it may have in which Goods are provided to a third party.

6.2 Buyer acknowledges and agrees that Seller shall not be liable to Buyer for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by Buyer in conjunction with or separate from the use of the Goods described in this contract including any personal injury claim or action and Buyer shall indemnify and defend Seller from any such claim or action including costs. Buyer shall include this paragraph in any third party agreement it may have in which Goods are provided to a third party.

6.3 IN NO EVENT SHALL SELLER BE LIABLE TO ANYONE FOR ANY SPECIAL, COLLATERAL, EXEMPLARY, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR REMOVAL AND REINSTALLATION OF GOODS, LOSS OF GOODWILL, LOSS OF SAVINGS, LOSS OF PROFITS, OR BUSINESS INTERRUPTION) ARISING OUT OF THE SERVICES, OR THE USE OF OR INABILITY TO USE ANY GOODS DESCRIBED HEREIN EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER PRODUCT, OR OTHER MATERIALS EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES. SELLER'S TOTAL AGGREGATE LIABILITY HEREUNDER WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SHALL IN NO EVENT EXCEED THE FEES PAID BY BUYER TO SELLER FOR THE SOFTWARE, EQUIPMENT OR SERVICES GIVING RISE TO A CLAIM.

7. FORCE MAJEURE.

Except for payments due from Buyer to Seller hereunder, neither party shall be responsible for delay or failure to perform any part of this contract if such delay or failure to perform is caused, directly or indirectly, by an occurrence beyond that party's reasonable control, including, but not limited to, supplier limitations, fire, epidemics, floods, accidents, earthquakes, hurricanes, war (declared or undeclared), terrorist acts, blockades, embargoes, acts, demands or requirements of any

government, restraining order of any courts, acts of God or other events of force majeure.

8. PATENT AND INTELLECTUAL PROPERTY INDEMNIFICATION.

8.1 Seller agrees that it will defend, at its own expense, all suits against Buyer for infringement of any intellectual property, including by not limited to, patents, copyrights and trademarks, covering, or alleged to cover, the Goods described herein in the form sold by Seller and Seller agrees that it will pay all sums which, by final judgment or decree in any such suits, may be assessed against the Buyer on account of such infringement, provided that Seller shall be given: (i) immediate written notice of all claims of any such infringement and of any suits brought or threatened against Buyer and (ii) authority to assume the sole defense thereof through its own counsel and to compromise or settle any suits so far as this may be done without prejudice of the right of the Buyer to continue the use, as contemplated, of the Goods so purchased. If in any such suit so defended the Goods are held to constitute an infringement and its use is enjoined, or if in the light of any claim of infringement Seller deems it advisable to do so, Seller may either procure the right to continue the use of the same for the Buyer, or replace the same with a non-infringing product, or modify said Goods so as to be non-infringing, or, if the foregoing options are not reasonably available, take back the infringing Goods and refund some of the purchase price taking into account a reasonable allowance for use, damage, or obsolescence.

8.2 If the infringement by the Buyer is alleged prior to completion of delivery of the Goods under this contract, Seller may decline to make further shipments without being in breach of this contract, and provided Seller has not been enjoined from selling the Goods to Buyer, Seller agrees to supply such Goods to the Buyer at the Buyer's option, whereupon the indemnity obligation herein stated with respect to Seller shall reciprocally apply with respect to the Buyer.

9. SOFTWARE LICENSE FOR EQUIPMENT SPECIFIC SOFTWARE.

9.1 Any Software embedded in the Goods delivered hereunder is intellectual property of Seller or a third party licensor, and shall remain the sole and exclusive property of Seller or its respective licensors. Seller grants the Buyer a perpetual, non-exclusive license to use the Software only in or with the Goods sold hereunder. The Buyer shall not copy, modify, or disassemble the Software, or permit others to do so. Buyer shall not transfer the license granted hereunder or possession of the Software except as part of or with the Goods, such transfer being subject to the restrictions contained herein. This license shall automatically terminate upon any breach or default by Buyer of this contract or in the event that there is filed by or against the Buyer any petition in bankruptcy or reorganization or for the assignment of this license for the benefit of Buyer's creditors. Buyer agrees to use the licensed Software only as provided herein. Buyer agrees that it will take appropriate action by instruction, agreement, or otherwise with its employees permitted access to licensed Software to notify its employees of its obligation under these terms with respect to use, reproduction, protection, and security.

9.2 The Goods sold hereunder may include third party software licensed to Seller, including but not limited to: (i) Microsoft Corporation; (ii) Here, formerly NAVTEQ North America, LLC; (iii) Telogis, Inc.; (iv) Yellowfin International Pty Ltd.; (v) Nuance Communications, Inc., formerly Loquendo S.p.A. The terms of Seller's software license grant apply to the use of the third party software and the licensors of such software are third party beneficiaries of the rights granted under those terms. Buyer may only transfer any embedded software product with the Goods in accordance with the terms and conditions of this contract.

10. RESOLUTION OF DISPUTES.

10.1 The parties shall attempt to resolve any dispute arising out of or relating to this contract promptly by negotiation in good faith between executives who have the authority to settle the dispute. Any party shall give any other party written notice of any dispute not resolved in the ordinary course of business. Within seven (7) business days after delivery of such notice, the party receiving notice shall submit to the other a written response thereto. All reasonable requests for information made by one party to any other shall be honored in a timely fashion. All negotiations conducted pursuant to this section (and any of the parties' submissions in contemplation hereof) shall be kept confidential by the parties and shall be treated by the parties and their representatives as compromise and settlement negotiations under the Federal Rules of Evidence and any similar state rules.

10.2 If the matter in dispute has not been resolved within thirty (30) calendar days of the initial dispute date, either Party (the "Claimant") may submit the dispute to binding arbitration in the State of Delaware in accordance with the rules and procedures set forth in the *Commercial Arbitration Act (Delaware)*. The

arbitration shall be conducted by a single, commercially-experienced arbitrator selected by mutual agreement of both parties, and pre-hearing discovery shall be permitted if and only to the extent determined to be necessary in order to effectuate resolution of the matter in dispute. If the parties cannot agree on an arbitrator within fourteen (14) calendar days of the first nomination for appointment, the parties shall refer the appointment of an arbitrator to ADR Chambers. The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Delaware. Equitable remedies shall be available from the arbitrators. Consequential, punitive, exemplary, indirect or similar damages shall not be awarded by the arbitrators, although attorneys' fees and the costs of arbitration may be assessed against either or both parties. Any provisions of the award which are determined to be unenforceable in any jurisdiction, shall as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. The arbitrators' decision shall be rendered within thirty (30) days of the conclusion of any hearing hereunder and the arbitrators' judgment shall be final and binding on the parties. Any award and judgment may be entered and enforced in any court of competent jurisdiction.

10.3 Resolution of disputes under the procedures of this section shall be the sole and exclusive means of resolving disputes arising out of or relating to this contract.

11. EXPORT CONTROLS.

Buyer acknowledges and agrees that any Goods purchased by it from Seller may be subject to export controls imposed by the United States Government under various federal laws, including but not limited to, the Export Administration Act of 1979, as amended (the "Act"), and/or successor legislation, and the regulations promulgated thereunder. Buyer agrees not to export or re-export any Goods without complying with the Act.

12. CANCELLATION. ORDER CANCELLATION OR RESCHEDULE.

Any cancellation or delivery reschedule requires prior written authorization by Seller. Goods in continuous production may be subject to a minimum ten percent (10%) cancellation charge. There will be no charge for rescheduling a delivery, but pricing will be subject to the price list in effect at the time of the new delivery date. Goods not in continuous production are subject to cancellation or reschedule charges commensurate with the impact of the action on Seller. Charges for canceling or rescheduling the delivery of Goods not in continuous production will be determined at the time authorization is granted.

13. GOODS RETURNED FOR CREDIT.

Any Goods to be returned for credit requires prior written authorization by Seller. Goods authorized for return may be subject to a minimum fifteen percent (15%) return charge. The exact return charge will be determined at the time return authorization is granted.

14. NATURE OF RELATIONSHIP.

Seller and Buyer are independent contractors. This contract does not, and shall not be deemed to make either Seller or Buyer the agent or legal representative of the other for any purpose whatsoever, and Buyer shall not have any right or authority to assume or create any obligation, warranty or responsibility whatsoever, express or implied, on behalf of Seller, or to bind Seller in any respect whatsoever.

15. ASSIGNMENT.

Neither party may assign any rights or obligations under this contract without the written consent of the other, which shall not be unreasonably withheld, except that Seller may assign this contract without consent to any subsidiary or affiliated company or by way of merger or acquisition.

16. MODIFICATION.

This contract may not be changed, modified or amended except in writing signed by duly authorized representatives of the parties.

17. GOVERNING LAW.

This contract shall be governed, construed and interpreted under and pursuant to the substantive laws of the State of Delaware, excluding its choice of law rules, and the parties agree that the "UN Convention for the International Sale of Goods" is expressly excluded. Seller shall be subject to federal, state, and local governmental laws only as they apply to Seller's performance under this Work Order and shall:

- (i) be in effect only to the extent that such clauses are applicable to the subject matter hereof;
- (ii) have a DBE content requirement of 0%;
- (iii) not transfer ownership of any intellectual property;
- (iv) not include bonding requirements;

- (v) not include any liquidated damages under the final contract; and
- (vi) not exceed the limitation of liability and indemnification obligations under this Work Order.

Further, should such federal, state, and local government requirements change, including but not limited to causing the scope, schedule, or deliverable to change then the parties agree Seller shall be allowed and equitable adjustment. Finally, Seller makes no representation that Seller or its subcontractor's Services, software, hardware and related documentation contain features and functionality that is Buyer compliant or meets any specific requirements pursuant to any federal, state, and local governmental laws.

18. INTEGRATION.

These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire contract and the complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any provisions on the face and reverse side of Buyer's purchase order or any prior agreement inconsistent with the provisions hereof concerning the matters specified herein and any representations, promises, warranties or statements made by either party that differ in any way from the terms of this contract shall be given no force or effect. Seller and Buyer specifically represent each to the other that there are no additional or supplemental agreements between them related in any way to the Goods or the use of Services thereof, unless copies of the same are presently attached hereto and made a part hereof. Seller's failure to object to terms contained in any communication from Buyer will not be a waiver of the terms hereof. The headings of the sections herein have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

19. SEVERABILITY OF TERMS; WAIVER.

Waiver by Seller of any default of Buyer hereunder shall not be deemed a waiver of any other default of Buyer. The express provision herein for certain rights and remedies of Seller shall not be construed to deprive Seller of any other rights and remedies to which it would otherwise be entitled under applicable law. The invalidity of the whole or in part of any provisions hereof shall not affect the validity of any other provision.

20. CONFIDENTIALITY

Buyer agrees that any and all confidential information, in oral or written form, whether obtained from Seller, its agents or assigns, or other sources, or generated by Buyer pursuant to this contract shall not be used for any purpose other than fulfilling the requirements of this contract. Buyer further agrees to keep in absolute confidence all data relative to the business of Seller and their agents or assigns. No news release, including but not limited to photographs and film, public announcement, denial or confirmation of any part of the subject matter of any phase of any program hereunder shall be made by Buyer without prior written approval of Seller. Buyer shall promptly give Seller written notice of any request for disclosure of Proprietary Information designated by Seller as "Confidential" or "Trade Secret" prior to disclosure to allow Seller the opportunity to seek injunctive relief or such other relief as may be appropriate and shall fully cooperate with Seller, at Seller's expense, in seeking confidential treatment for any such disclosure.

Buyer acknowledges that compliance with this Confidential Information section is necessary to protect the business and proprietary information of Seller, and that a breach of the same will cause irreparable and continuing damage for which money damages may not be adequate. Consequently, if Buyer breaches or threatens to breach this Confidential Information Section, Seller may seek: (1) temporary, preliminary, or permanent injunctive relief, or other equitable relief, in order to prevent such damage; and (2) money damages, insofar as they can be determined.



Augusta Richmond County
GVP 9 Migration for PASS-IVR
Statement of Work

September 21, 2022

Submitted by:
Nick Whitty, Account Executive
Tel: (563) 349-4922
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Section 1: Introduction

The purpose of this document is to provide Augusta Richmond County (“ARC”) with a quote and scope of work for the PASS-IVR Genesys Voice Platform (GVP) 9 migration.

This document outlines the implementation services to be provided by Trapeze, as well as the support required from ARC staff and resources.

Section 2: Trapeze Professional Services

Section 2.1: Personnel

To ensure successful completion of this implementation, Trapeze will utilize the following professional services personnel:

- **Project Manager:** The centralized point of contact for the project. The project manager is responsible for coordinating project schedules, deliverables and resources required to deliver the proposed solution as defined in this statement of work.
- **Technical Product Specialist(s):** The primary technical point(s) of contact supporting the design, installation, configuration, testing, implementation, training, and deployment of the Software.
- **Developer(s):** The primary resource(s) responsible for completing all user interface design changes to meet ARC’s business needs.

Section 2.2: Implementation Methodology Overview

This project will be executed in a phased approach, with key activities identified below:

1. Project Kick-off
2. Development
3. Internal Acceptance Testing
4. Software Installation and Configuration
5. Installation Testing
6. Training
7. Acceptance Testing
8. Deployment and Closure

Section 3: Project Implementation Approach

Section 3.1: Project Kick-off

Following contract execution, Trapeze and ARC will hold a remote project kick-off meeting to align stakeholders on project scope and timelines, as well as review roles, responsibilities, key risks, and preliminary project schedule. Project teams from both Trapeze and ARC are expected to attend the kick-off meeting.

Section 3.2: Development

Trapeze will provide development services for the migration of the existing ARC PASS-IVR markup to be compatible with GVP9. Additional markup changes such as call flow changes, menu updates and static text changes are not included in this implementation. Should additional changes be required, they will need to be addressed through a change order.

Section 3.3: Internal Acceptance Testing

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

After unit and regression testing is completed, the Trapeze Technical Product Specialists run a series of tests in a local environment to ensure that all Software is functioning properly against ARC's specific data and configuration. This allows Trapeze to proactively determine any potential data-related issues and ensures that all standard setup and configuration tasks can be performed for ARC.

Section 3.4: Software Installation and Configuration

Following the completion of Internal Acceptance Testing, Trapeze will work with ARC to remotely install the GVP9 software and configure the PASS-IVR Software in ARC's environment.

ARC will be required to complete all hardware installations (including all server configurations) in time for the test environment installation. To assist Trapeze with the installation, ARC will provide remote access (VPN, etc.) to all necessary servers. If remote access is unavailable, Zoom will be used as an alternate method for connecting to the servers.

Windows Server

Trapeze requires the GVP9 software to run on a Windows 2016 or 2019 server operating system. All other servers in ARC's organization may run on Windows 2012 or above. ARC will be required to contact their re-seller for Windows Operating System Licensing.

SIP Gateway

Trapeze will be attempting a direct SIP interconnection between ARC's PBX and the GVP server on a best-effort basis. Should the interconnection not be possible within a reasonable time frame; estimated as one (1) workday, Trapeze will re-use and reconfigure the existing ARC SIP gateways.

GVP9 Server Backup

Due to the complexity of the GVP9 platform installation, as well as level of effort associated with rebuilding the server, it is essential for ARC to perform a complete disk-image backup of each server environment prior to deployment. Trapeze can assist in preparing the backup copy, if necessary.

Section 3.5: Installation Testing

Installation Testing will occur after the Software has been installed in ARC's environment. This testing is designed to ensure the Software is functioning properly within ARC's environment, as well as with third party software, as necessary.

During Installation Testing, ARC will grant Trapeze access to their servers so that Trapeze can perform testing of key Software functionality and validate the Software is functioning properly in ARC's environment. During Installation Testing Trapeze will validate the following:

- Applications are connected to the appropriate database(s)
- General Software functionality is working as designed for PASS-IVR
- All configurations and settings are functioning as expected

Upon completion of Installation Testing, Trapeze will work with ARC to schedule training.

Section 3.6: Training

Training Requirements

In order to facilitate remote training, ARC is responsible for setting up an environment that includes the following training equipment:

- A networked computer for each trainee, with access to the ARC test system

If the above-listed items are not available, Trapeze will work with ARC to identify alternative arrangements. In addition to training, Trapeze will provide one (1) digital copy of all available user manuals. If desired, ARC can create additional hard copies for their users.

Training Delivery

Trapeze product training is based on standard training agendas, and sessions vary in length based on topic. ARC resources are encouraged to participate in all training sessions related to their field. Training sessions cannot exceed six (6) employees per session.

System Administrator training will include topics related to the Software environment (properties, services, installation paths, configurations etc.), as well as topics related to troubleshooting and managing Trapeze application(s).

The following table outlines the proposed training for this implementation:

Module	Training Topic	Duration (Days)	On-site/Remote
PASS-IVR	System Administrator Training	0.25	Remote

Section 3.7: Acceptance Testing

Acceptance Testing involves ARC utilizing the new GVP9 software in the local environment to ensure it responds accurately to user inputs and all features and functions work as expected.

ARC will have ten (10) business days in which to perform an initial comprehensive end-to-end round of Acceptance Testing for the Software. All subsequent end-to-end rounds of Acceptance Testing must be completed by ARC in no more than five (5) business days.

Testing Defect Review Tracking and Resolution

During both phases of Acceptance Testing, ARC will document and prioritize any defects encountered throughout the testing period (if any exist). Following the completion of a round of testing, ARC will supply Trapeze with a complete list of all perceived defects, which Trapeze will assess for root cause and resolve where appropriate based on the severity levels defined below.

1. **Critical** – Defect causes failure of critical functionality or critical data and no workaround is available.
 - This can include but is not limited to:
 - System crashing
 - Non-recoverable conditions
 - Data loss or corruption
 - Security concerns leading to breach of information and/or misuse, or severely affecting system performance and/or functionality
 - Performance defects leading to unavailability or loss of functionality
2. **Major** – Defect partially impairs critical functionality. A workaround is available but difficult to execute.
 - This can include but is not limited to:
 - System crashing or aborting during normal operation of a non-critical flow
 - Missing functionality
 - Inconsistent logic or display of data
 - Slow responsiveness and underperformance of the system
 - Missing security or system patches, minor breach of information
3. **Minor** – Defect impairs non-critical functionality with a satisfactory workaround available.
 - This can include but is not limited to:
 - Minor usability issues such as inconsistent display
 - Tab/shortcut keys not working
 - Missing input validation
 - System recoverable errors

ARC will identify the priority of each defect and indicate the desired resolution sequence (1 = soonest resolution desired). Trapeze will make best reasonable effort to resolve defects of the same severity levels based on sequential order.

At the completion of each round of testing, Trapeze will work remotely to resolve all critical and major defects (if any exist). If an updated Software solution is required to resolve the defect(s), Trapeze will provide the updated Software encompassing all defect fixes. ARC will be asked to test and validate the Software to ensure all defects have been rectified. If further defects are identified, Trapeze will evaluate and work to resolve them, and ARC will be asked to execute another round of Acceptance Testing.

Once ARC confirms that all critical and major defects have been resolved, Acceptance Testing will be considered complete, and the Software deemed ready for production use. ARC will be required to sign off on the Acceptance Testing. All minor defects will be transitioned to the Trapeze maintenance and support program, who will provide new Software builds addressing post-deployment defects, as necessary.

Section 3.8: Deployment and Closure

During the deployment activities, Trapeze will decommission the legacy GVP8 software and re-direct the call flow towards the newer GVP9 software for ARC's production use, so that it can be used to support live operations.

Deployment Support

Trapeze will provide remote go-live support for the launch of GVP9 software for up to one (1) week from cut-over into ARC's production environment. ARC can leverage these services during standard business hours to address any non-critical questions or support needs that may arise from using the software to support live operations.

Closure

At the completion of the deployment support period, all ongoing support will be transitioned to and provided through Trapeze's long-term maintenance program. At this time, the project will be considered complete and project closure will be processed.

Section 4: Responsibilities and Deliverables

Activity	Trapeze Responsibilities	ARC Responsibilities	Deliverables
Project Kick-Off	<ul style="list-style-type: none"> Lead project kick-off meeting Collaborate with ARC in developing project schedule 	<ul style="list-style-type: none"> Assist in developing project schedule and kick-off presentation Provide inputs for ARC-led activities 	<ul style="list-style-type: none"> Kick-off meeting Kick-off Presentation (MS PowerPoint) Preliminary project schedule (revised as necessary)
Development	<ul style="list-style-type: none"> Migrate markup to be compatible with GVP9 	<ul style="list-style-type: none"> Consult as required 	<ul style="list-style-type: none"> Completed GVP9 markup
Internal Acceptance Testing	<ul style="list-style-type: none"> Perform Internal Acceptance Testing 	<ul style="list-style-type: none"> Provide data as necessary 	
Software Installation and Configuration	<ul style="list-style-type: none"> Install GVP9 software and configure PASS-IVR in ARC's environment 	<ul style="list-style-type: none"> Complete all hardware installation(s) Manage servers, databases, backup procedures, database maintenance practices, and Windows environments and security Install Trapeze pre-requisite Software (e.g. ODBC connections, database servers, etc.) 	<ul style="list-style-type: none"> Installed Software in ARC's environment
Installation Testing	<ul style="list-style-type: none"> Perform Installation Testing 	<ul style="list-style-type: none"> Provide technical consulting as required Provide access to production environment 	
Acceptance Testing	<ul style="list-style-type: none"> Support ARC during Acceptance Testing 	<ul style="list-style-type: none"> Perform Acceptance Testing Complete prioritization of defect(s) Re-test defect resolutions 	<ul style="list-style-type: none"> Prioritized defects log Software releases, as necessary
Deployment and Closure	<ul style="list-style-type: none"> Provide remote support for all go-live activities for up-to one (1) week 	<ul style="list-style-type: none"> Escalate defects to appropriate Trapeze Technical Product Specialists Ensure data accuracy Confirm connectivity, logins, etc. 	<ul style="list-style-type: none"> PASS-IVR and GVP9 is operational and functional in ARC's production environment

Section 5: Project Duration

This implementation is expected to be completed within four (4) months from the completion of the project kick-off meeting.

Following contract execution, a mobilization period of up to sixty (60) days may be required to kick off the project and align all resources. Trapeze will work to minimize this mobilization period through proactive planning with ARC.

If the length of the project exceeds four (4) months from the kick-off meeting, either due to ARC readiness or resourcing delays, a change order may be required to fund the extension.

Section 6: Project Management

Trapeze will provide remote project management support for the entire duration of the project, although the engagement will be light (Thin-Engagement). Trapeze PM's will be responsible for organizing resources on the Trapeze side, triggering milestones, and closing project activities. The majority of the weekly meetings will be handled by the Technical resource assigned to this project.

Section 7: ARC's Resource Requirements

Outlined below are estimated resource allocations to support the implementation and effort defined in this statement of work.

Resource	Resource Allocation	Responsibilities
Project Manager	30% of their time for the full duration of the project	<ul style="list-style-type: none">• Coordinate all resources from ARC• Coordinate conference calls and meetings, as required• Coordinate training preparation• Coordinate training session(s)• Coordinate completion of Acceptance Testing• Coordinate ARC activities• Work with the Trapeze project manager to identify risks, issues, and mitigations throughout the project• Coordinate Software deployment activities
Subject Matter Experts/End Users (Internal)/Testers	20% of their time for the full duration of the project 50% of their time during Testing	<ul style="list-style-type: none">• Participate in the completion of ARC-led activities• Participate in the review of all documentation• Assist with Software deployment activities• Execute Acceptance Testing• Record and report any Software defects

<p>System Administrators / IT</p>	<p>25% of their time during Software Installation, Testing, and Deployment</p> <p>100% during System Administrator Training</p>	<ul style="list-style-type: none"> • Assist with troubleshooting network or technical issues • Provide access to servers as necessary throughout the project • Participate in System Administrator training • Maintain system security controls & permissions, user accounts, etc. • Assist with Software deployment activities
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Section 8: Project Assumptions

Section 8.1: General Pricing Assumptions

1. This implementation is a fixed-fee engagement.
2. Pricing does not include any applicable taxes or expenses associated with ARC and any of its resources assigned to the project.
3. Any integration with third party software or systems will be the responsibility of ARC.
4. The ARC system administrator will be readily available for all configuration, installation, testing, and deployment activities.
5. All documentation and execution of test cases will be the responsibility of ARC.
6. All Software will take advantage of the existing Trapeze infrastructure, data sources and software unless otherwise stated.
7. All services will be performed remotely utilizing existing version of PASS and PASS-IVR Software.
 - a. It is recommended that ARC upgrade the Software to latest version prior to the GVP 9 migration project kick-off
8. The only development work included in this project will be to update the markup to be compatible with GVP9.
 - a. Text and call flow updates and additional markup customizations are not within the scope of this project.
9. Trapeze requires the GVP9 Software run on a Windows 2016 or 2019 operating system, where this server can be placed on VM Ware.
10. ARC will create a complete disk-image backup at the conclusion of the migration.
 - a. If the server will need to be rebuilt and ARC has not created a backup, a change order will be required to secure additional installation services.
11. If SIP Trunking cannot be used as expected, ARC will need to use its existing SIP Gateways to interconnect the PBX to the GVP servers.
12. ARC is responsible for all telephony configurations required for the GVP9 migration.
13. ARC is responsible for the purchase and installation of any required server and workstation hardware and software (servers shall be preconfigured to Trapeze's specifications).
14. Any services or requests that are outside the scope of this implementation will need to be addressed through a change order. Additional costs may apply based on the nature of the change.
15. Pricing is valid until October 31st, 2022.

Section 9: Exhibit A-1

Section 9.1: Project Budget

The following project budget includes all costs required for the PASS-IVR GVP9 migration as outlined in this statement of work.

Item	Description	Cost (USD)
1	Implementation Services	\$31,488
	Total Cost	\$31,488

Section 9.2: Payment Milestones

The below payment milestones shall be followed throughout the implementation.

Milestone	Description	Acceptance Criteria	% of Contract Value
1	Software Installation	Installation of PASS-IVR markup and GVP9 in ARC's environment	30% of Services
2	Training	Completion of the system administrator training session	30% of Services
3	Acceptance Testing - Round 1	Completion of the initial ten (10) business day Acceptance Testing period	20% of Services
4	Acceptance Testing - Final	Resolution of critical and major defect(s)	10% of Services
5	Deployment Support	Completion of one (1) week of remote go-live support	10% of Services

Here for the journey is more than our tagline – It's our commitment to you. Our value is in our ability to address your needs and please your riders. We always strive to do both.

Thank you for taking the time to review this proposal. Please reach out to us with any questions or comments. Your feedback is always appreciated.

