

**SOFTWARE LICENSE AND MAINTENANCE AGREEMENT**

**Trapeze Software Group, Inc. dba TripSpark Technologies (“TripSpark” or “Contractor”), with its principal place of business at 5265 Rockwell Drive NE, Cedar Rapids, Iowa 52402**

**And**

**County of Nevada (“Licensee” or “County”) with its principal place at business at 950 Maidu Avenue, Nevada City, California 95959**

If intended for TripSpark, to:  
5265 Rockwell Drive NE \_\_\_\_\_

If intended for Licensee, to:  
\_\_\_\_\_

Cedar Rapids, Iowa 52402 \_\_\_\_\_

Contact: Mary Pavela-Legal Department \_\_\_\_\_

Contact: \_\_\_\_\_

Telephone: Ph: 905-629-8727 \_\_\_\_\_

Telephone: \_\_\_\_\_

Number of Pages in this Agreement including attached Exhibits:

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

Signed for and on behalf of  
**Trapeze Software Group, Inc.**

Signed for and on behalf of  
**County of Nevada**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Lisa Swarhout \_\_\_\_\_

Title: \_\_\_\_\_

Title: Chair of the Board of Supervisors \_\_\_\_\_

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 TripSpark and Licensee, and the attached exhibits, all of which form an integral part of this Agreement;
“Confidential Information”	all information obtained by the parties from each other under this Agreement, but does not include any information which at the time of disclosure is generally known by the public;
“Documentation”	the user documentation and training materials pertaining to the Software or Proprietary Use Software as supplied by TripSpark;
“Hosting Services”	the specifications for the hosting services to be provided by TripSpark for the Software and/or Proprietary Use Software, attached hereto as Exhibit D;
“Proprietary Use Software Maintenance Fees”	fees corresponding to maintenance support and Hosting Services for Proprietary Use Software;
“Proprietary Use Software”	the certain software as identified in Exhibit A of this Agreement, including enhancements and customizations thereto;
“Software”	the certain software as identified in Exhibit A of this Agreement, including enhancements and customizations thereto;
“Statement of Work”	the specifications for the services to be provided by TripSpark and the Licensee, attached hereto as Exhibit C;
“HERE End User Terms”	third party end user terms between Licensee (hereinafter referred to as “you” or “your”) and HERE Global B.V. Kennedyplein ) (hereinafter referred to as “HERE”)
“Trade Secrets”	the Software, Proprietary Use Software, Documentation, and other related information (including all modifications developed for Licensee) disclosed to Licensee under this Agreement, including trade secrets and other confidential and proprietary information of TripSpark; and
“Upgrades”	generic enhancements to the Software that TripSpark generally makes available as part of its long-term software support program.
  
2. Software License and Access Rights In consideration of payments to be made by Licensee to TripSpark as set out below, TripSpark agrees as follows:
  - (a) Excluding the Proprietary Use Software detailed below, TripSpark hereby grants to Licensee a personal, non-transferable, non-exclusive license to use a production copy of the object code version of the Software in the form supplied by TripSpark and on hardware approved by TripSpark as of the License Date referred to in Exhibit A (“License Date”), restricted to the places of business of the Licensee, for the Licensee’s own operations, in accordance with the operational characteristics described in Exhibit A.

- (b) TripSpark hereby grants to Licensee a personal, non-transferable, non-exclusive license to use the Documentation, but only as required to exercise the license granted herein.
- (c) If applicable, Licensee may make one back-up copy of the Software. Licensee may use the production copy of the Software solely to process Licensee's own data, and the Software may not be used on a service bureau or similar basis to process data of others.
- (d) TripSpark hereby grants to Licensee a personal, non-transferable, non-exclusive proprietary license to use Proprietary Use Software. Access to use the Proprietary Use Software, subject to the terms of this Agreement and continued payment of the Hosting Services fees. The parties acknowledge and agree TripSpark shall own all intellectual property rights (including copyright) in and to (i) the Proprietary Use Software; (ii) any Proprietary Use Software or third party Proprietary Use Software or service to which access may be provided by means of the Proprietary Use Software; (iii) all upgrades, enhancements and modifications to the Proprietary Use Software and (iv) any TripSpark Proprietary Use Software, applications, inventions or other technology developed in connection with the Proprietary Use Software if developed by TripSpark.
- (e) The license to use the TripSpark Database is granted to Licensee solely for the development of internal reports by Licensee and for the integrated operation of TripSpark Software modules. Unless expressly included herein all other access rights to the TripSpark Database are excluded from this Agreement, and the Licensee shall not develop or use, or authorize the development or use of, any other interfaces to or from the TripSpark Database.
- (f) Other than the rights of use expressly conferred upon Licensee by this paragraph, Licensee shall have no further rights to use the Software, Proprietary Use Software, the Hosting Services, or the Documentation, and shall not copy, reproduce, modify, adapt, reverse engineer, disassemble or translate them, without the express written authority of TripSpark. TripSpark shall retain all right, title, and interest, including all intellectual property rights, in and to the Software, Proprietary Use Software, the Hosting Services, and the Documentation.
- (g) Licensee acknowledges and agrees that the Software, Proprietary Use Software and Hosting Services may record and transmit to TripSpark statistical and other information about Licensee's use of the Software, Proprietary Use Software, and/or the Hosting Services ("Usage Data"), provided the Usage Data is collected in a form that does not contain any Licensee Confidential Information.

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

4. Software Acceptance Upon completing the delivery, installation, and testing of the TripSpark DriverMate Software module on five (5) tablet devices, or all other individual Software modules in TripSpark's test environment, excluding Proprietary Use Software, which acceptance by Licensee shall be governed by the acceptance provisions, as stipulated under the corresponding Statement of Work, attached hereto as Exhibit C ("Proprietary Use Software Acceptance"), TripSpark will notify Licensee in writing. Licensee will then have thirty (30) days in which to conduct acceptance tests to ensure that the individual Software component operates in all material respects as specified in the Documentation. At the end of this period, Licensee will be deemed to accept the individual Software component unless TripSpark receives prior written notice outlining the nature of the perceived defects in the individual Software component. Notwithstanding the above, Licensee will be deemed to accept the individual Software component when the Licensee puts the individual Software component into operational and functional use. The individual Software component will be deemed to be in operational and functional use when the Licensee first uses the individual Software component to support its then current operations in any capacity.

5. Software Warranty TripSpark warrants that it holds title to all Software and Proprietary Use Software licensed and delivered pursuant to this Agreement. TripSpark further warrants that it has full power and authority to grant to the Licensee the rights set forth in this Agreement. No warranty is provided by TripSpark with respect to the Software, Proprietary Use Software, or any third party licensed products and third party hardware, including but not limited to tablet devices. No warranty is provided by TripSpark with respect to any third party licensed products, third party services, and third party hardware, including but not limited to tablet devices. Separate warranties may be available from the developer, distributor, or publisher of the licensed products.

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

**The parties acknowledge and agree, third party sms/messaging services ("Third Party Transaction Services") are provided "as is" and "as available". TripSpark disclaims all representation and warranties, express, implied, or statutory, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. TripSpark makes no representation, warranty or guarantee regarding the reliability, timeliness, quality, suitability, or availability of the Third Party Transaction Services or that such Third-Party Transaction Services will be uninterrupted or error-free.**

6. Software and Proprietary Use Software Maintenance During any annual support period for which Software maintenance or Proprietary Use Software Maintenance Fees have been paid in full by Licensee:

- (a) TripSpark will maintain the Software and the Proprietary Use Software so that it operates in conformity in all material respects with the descriptions and specifications for the Software and the Proprietary Use Software set forth in the Documentation; and
- (b) In the event that Licensee detects any errors or defects in the Software or Proprietary Use Software, TripSpark will provide reasonable support services through a telephone software support line from Monday to Friday, 8 am to 5 pm EST (Except North American holidays). Upon registration by Licensee, TripSpark will also provide Licensee with access to its software support website; and
- (c) TripSpark will post notices of available Upgrades of the Software or its Proprietary Use Software on its website and copies of the release notes for download. TripSpark will provide Licensee with Upgrades of the Software at no additional license fee charge.

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

Licensee shall pay annual maintenance fees to TripSpark as provided in Exhibit B (the "Maintenance Fee"), attached hereto. This fee 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 TripSpark invoice for maintenance services, and the Purchase Order shall be governed by the terms and conditions of this Agreement.

Licensee shall pay invoices within thirty (30) days of receipt. In the event of an invoice dispute, Licensee shall have five (5) business days from date of receipt of invoice to advise TripSpark of the reasons for disputing the invoice in question. If TripSpark has not received such notification within such period, the invoice in question shall be deemed accepted by Licensee. Overdue undisputed payments will bear interest at the annual rate of ten percent (10%) on the amount outstanding from the date when payment is due until the date payment in full is received by TripSpark. Licensee will also be responsible for payment of all applicable taxes and other levies, including sales and use taxes, and this obligation will survive termination of this Agreement. If Licensee has a tax exemption certificate, a copy of the certificate must be provided to TripSpark upon signing of this Agreement to avoid payment of the applicable tax to TripSpark.

Licensee shall pay all invoices electronically. TripSpark will supply Licensee with the required electronic payment information.

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

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

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

11. Remote Access Licensee shall provide TripSpark with the right to access Licensee's existing data in order to assist with data migration activities.

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

13. Limitation of Liability

(a) TripSpark and Licensee do not rely on and will have no remedy arising from any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. The only remedy available to Licensee for breach of warranty is for breach of contract under the terms of this Agreement. This does not preclude a claim for fraud.

(b) TripSpark does not guarantee privacy, security, authenticity, or non-corruption of any information transmitted through the internet or any information stored in any system connected to the internet. TripSpark shall not be responsible for any claims, damages, costs, or losses whatsoever arising out of or in any way related to Licensee's connection to or use of the internet.

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

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

(ii) Licensee's use of the Software or Proprietary Use Software as far as such Software or Proprietary Use Software may be used to store, transmit, display, disclose or otherwise use data or information which is considered private, confidential, proprietary, or otherwise exempt from public disclosure under applicable law.

(d) TripSpark's entire liability and responsibility for any claims, damages, costs or losses whatsoever arising either jointly or solely from or in connection with this Agreement or the use of the Software and Proprietary Use 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 or Proprietary Use Software will be absolutely limited, in the aggregate, to the amount of the Software license fee, or Proprietary Use Software, or Services paid fee paid by Licensee in the preceding year of a claim for the Software license, or Proprietary Use Software, or Services that is the subject of a claim.

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

i) incidental or consequential damages, whether foreseeable or not;

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

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

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

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

(a) Either party may terminate this Agreement if the other party is in material breach of any term or condition of this Agreement and fails to cure such default within thirty (30) days after receipt of written notice of such default. Without limitation, the following are deemed material breaches under this Agreement: (i) Licensee fails to pay any amount when due hereunder; (ii) Licensee becomes insolvent or any proceedings will be commenced by or against Licensee under any bankruptcy, insolvency, or similar laws.

- (b) Should Licensee fail to pay any amount due under the Agreement, TripSpark reserves the right, in its sole discretion, to remove Licensee's access to the Software without TripSpark's liability or further obligations to Licensee under the Agreement, or otherwise until such time Licensee has met its payment obligations to TripSpark.
  - (c) If Licensee develops software that is competitive with the Software or Proprietary Use Software, or Licensee is acquired by or acquires an interest in a competitor of TripSpark, TripSpark shall have the right to terminate this Agreement immediately.
  - (d) Either party may terminate for convenience, in whole or in part, with sixty (60) days written notice.
  - (e) If state or federal funds that Licensee intended to use for payment under this Agreement are canceled, reduced, or otherwise made unavailable, Licensee shall have the right to immediately terminate this Agreement for convenience.
  - (f) In the event Licensee terminates this Agreement for any reason, Licensee shall pay TripSpark for all fees then due, and all costs incurred up to and including the date of termination.
  - (g) If this Agreement is terminated, Licensee will immediately return to TripSpark all copies of the Software, the Documentation and other materials provided to Licensee pursuant to this Agreement and will certify in writing to TripSpark that all copies or partial copies of the Software, the Documentation and such other materials have been returned to TripSpark or destroyed.
15. Assignment This Agreement, or any of the rights or obligations of TripSpark created herein, may be assigned by TripSpark, but this Agreement is for the sole benefit of Licensee and may not be assigned by Licensee without the express written consent of TripSpark.
16. Applicable Law This Agreement shall be governed by and construed in accordance with the laws of the State of California.
17. Survival The parties hereto agree that any provisions of this Agreement requiring performance or fulfillment by either party after the termination of this Agreement shall survive such termination.
18. Severability If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable, or void and does not relate to the payments to be made to TripSpark. If the remainder of this Agreement, 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.
19. Notices All notices hereunder shall be in writing and shall be duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective addresses of the parties appearing on page one of this Agreement. Any notice given shall be deemed to have been received on the date which it is delivered if delivered personally, or, if mailed, on the fifth business day next following the mailing thereof. Either party may change its address for notices by giving notice of such change as required in this section.
20. Audits In addition to Section 2 (g) of this Agreement, TripSpark may perform audit(s) on the use of the Software and Documentation. Licensee agrees to make the necessary operational records, databases, equipment, employees, and facilities available to TripSpark for the audit(s). The purpose of the audit will be to verify compliance with the terms and conditions of this Agreement.

21. Dispute Resolution Upon any dispute, controversy, or claim between the parties, each of the parties will designate a representative from senior management to attempt to resolve such dispute. The designated representatives will negotiate in good faith to resolve the dispute over a period of thirty (30) calendar days. If the dispute is not resolved in the thirty (30) calendar day period, a party may submit the dispute to binding arbitration. Licensee will select an arbitrator from a list of three (3) arbitrators to be provided by TripSpark to Licensee, each of which will be skilled in the legal and business aspects of the software industry. The parties agree that the arbitrator's fee will be split equally between the parties and that each party will be responsible for its costs, legal and otherwise, in relation to the arbitration, unless the arbitrator decides that the circumstances justify an award of costs. The arbitration will be conducted in the English language and will take place in accordance with American Arbitration Rules and in the State of California. The foregoing provision will not limit the ability of a party to seek injunctive relief.

22. Information Technology Security Requirements TripSpark's Services obligations are subject to Exhibit F, "Information Technology Security," which is attached and incorporated by this reference. TripSpark's failure to comply with the requirements in Exhibit F is a material breach of this Agreement.

23. Artificial Intelligence Technology (AI Technology) includes any machine learning, deep learning, or artificial intelligence ("AI") technologies, such as statistical learning algorithms, models (including large language models), neural networks, and other AI tools or methodologies, as well as all software implementations and related hardware or equipment capable of generating content (e.g., text, images, video, audio, or computer code) based on user-supplied prompts.

County Data includes all information, data, materials, text, prompts, images, or other content provided by County to the Contractor under this Agreement ("County Data") between the Contractor and the County.

Contractor shall not use, or permit any of its employees to use, County Data to train, validate, update, improve, or modify any AI Technology, whether for Contractor's benefit or that of a third party, without the County's prior written authorization, which the County may grant or withhold at its sole discretion

24. Notification Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the Parties as follows:

<b>COUNTY OF NEVADA:</b>		<b>CONTRACTOR:</b>	
Nevada County – Transit Services Division		Trapeze Software Group, Inc. dba TripSpark Technologies	
Address:	12350 LaBarr Meadows Rd	Address	<u>5265 Rockwell Drive NE</u>
City, St, Zip	Grass Valley, CA 95949	City, St, Zip	<u>Cedar Rapids, Iowa 52402</u>
Attn:	Robin VanValkenburgh	Attn:	<u>Mary Pavela-Legal Department</u>
Email:	Robin.VanValkenburgh@nevadacountyca.gov	Email:	mary.pavela@tripspark.com
Phone:	530-470-2833	Phone:	<u>905-629-8727</u>

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) business days after the date on which it was mailed.

## INSURANCE REQUIREMENTS

**Insurance.** Contractor shall procure and maintain for the duration of the Agreement insurance against third party claims for bodily injuries to persons or damages to tangible property which may arise from or in connection with the performance of Services by Contractor, subcontractors, designated representatives, or employees. Coverage shall be at least as broad as:

1. **Commercial General Liability CGL:** CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Cyber Liability:** Insurance, with limit not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall cover invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses.
5. **Technology Professional Liability Errors and Omissions Insurance:** Appropriate to Contractor’s profession and Services hereunder, with limits not less than **\$2,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall cover information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses.
  - a. The policy shall include or be endorsed to include ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of County in the care, custody, or control of Contractor.

**Other Insurance Provisions:**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status: County, its officers, employees, subcontractors, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the Services performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such Services. General liability coverage can be provided in the form of an endorsement to Contractor's insurance.
2. **Primary Coverage** For any claims related to this contract, Contractor's CGL policy will be endorsed to be primary and non-contributory with respect to this Agreement.
3. **Umbrella or Excess Policy** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
4. **Notice of Cancellation** Contractor will provide notice of policy cancellation by providing thirty (30) days prior written notice to County.
5. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
6. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII., unless otherwise acceptable to County in County's reasonable discretion.
7. **Verification of Coverage** Contractor may be requested to furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and the County reserves the right to request a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements to County before work begins. Failure to obtain and provide prior to the beginning shall not waive Contractor's obligation to provide them.
8. **Subcontractors** Contractor shall require that all subcontractors maintain appropriate insurance commensurate to the Services being provided by subcontractor .
9. **Premium Payments** The insurance companies shall have no recourse against County and funding agencies, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
10. **Material Breach** Failure of Contractor to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the Agreement.
11. **Certificate Holder** the Certificate Holder on insurance certificates should read as follows:  
County of Nevada  
950 Maidu Ave.  
Nevada City, CA 95959

Upon initial award of the Agreement to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the Agreement, including updated certificates due to policy renewal, should be sent directly to County.

## EXHIBIT F

### INFORMATION TECHNOLOGY SECURITY

#### **1. Notification of Data Security Incident**

For purposes of this section, “Data Security Incident” is defined as unauthorized access to the Contractor’s business and/or business systems by a third party, which access could potentially expose County Data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, Contractor must notify County **in writing as soon as possible and no later than 48 hours after Contractor determines a Data Security Incident has occurred**. Notice should be made to all parties referenced in the “Notices” section of the Agreement. Notice must reference this Agreement. Notice under this section must include the date of incident, Contractor’s systems and/or locations which were affected, and County Data affected.

Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

#### **2. Data Location**

2.1 Contractor shall not store or transfer non-public County Data outside the United States or Canada. This prohibition includes backup data and Disaster Recovery locations. The Contractor will permit its personnel and contractors to access County Data remotely only as required to provide technical support. Remote access to County Data from outside the continental United States or Canada is prohibited unless expressly approved in advance and in writing by the County.

2.2 The Contractor must notify the County **in writing within 48 hours** of any location changes to Contractor’s data center(s) that will process or store County Data. Notice should be made to all parties referenced in the “Notices” section of the Agreement.

#### **3. Data Encryption**

3.1 The Contractor shall encrypt all non-public County Data in transit regardless of the transit mechanism.

3.2 The Contractor shall encrypt all non-public County Data at rest.

3.3 Encryption algorithms shall be AES-128 or better.

#### **4. Cybersecurity Awareness and Training**

The County maintains a robust Cybersecurity Awareness and Training program intended to assist employees and contractors with maintaining current knowledge of changing cybersecurity threats and countermeasures. Any contractor that is assigned a County network account will complete Contractor’s internal User Awareness training. Training completion progress is monitored by Contractor, and non-compliant users may have their account suspended or restricted.

The Contractor conducts email Phish testing on a regular basis to expose account holders to the types of potential threats.

Contractor will maintain a Cybersecurity Awareness and Training program for training staff at a minimum of once a year. Contractor will maintain records of the program for review by the County when requested so long as such records are not of confidential nature to Contractor.

## EXHIBIT A Software

### Software

Item	Software	License Date
1.	<b>TripSpark NovusDR (Core)</b>	Effective date of this Agreement
2.	<b>TripSpark Passenger Portal (Core, Trip Booking (Booking and Cancellation), Payment Integration)</b>	Effective date of this Agreement
3.	<b>TripSpark Notifications (Core, Outbound)</b>	Effective date of this Agreement
4.	<b>TripSpark DriverMate</b>	Effective date of this Agreement
5.	<b>TripSpark Database</b>	Effective date of this Agreement

### Proprietary Use Software

Item	Proprietary Use Software	License Date
1.	<b>TripSpark Rides on Demand (Paratransit Core with Payment)</b>	Continued licensed use subject to Note 4 in this Exhibit A

#### Note:

- Software licenses are provided for up to two hundred and fifty (250) one way booked trips per day for NovusDR (Core), Passenger Portal (Core, Trip Booking (Booking and Cancellation), Payment Integration), and Notifications (Core, Outbound) Software products, up to fourteen (14) paratransit vehicles for the DriverMate Software product, and up twelve (12) paratransit vehicles in maximum service and services supported for Rides on Demand (Paratransit Core with Payment) Proprietary Use Software.
- Licenses are provided for software utilization by the County of Nevada (Nevada City, California).
- Third Party runtime (i.e., Crystal Reports), if required, are not included.
- Continued use of any Proprietary Use Software is subject to Licensee paying the annual Proprietary Use Software Maintenance Fees pursuant to Exhibit B of this Agreement. For clarity, Proprietary Use Software must be hosted by TripSpark and in the event that this Agreement is terminated, or Licensee is not meeting its annual Proprietary Use Software Maintenance Fees' payment obligations, access to the Proprietary Use Software will be suspended. In no circumstances will the Licensee be provided with the object code of any Proprietary Use Software.

**EXHIBIT B  
Summary of Pricing**

**COST PROPOSAL FORM**

**Year one (all-inclusive) costs for implementation Services, Software, hardware, Training, Travel and all Year 1 Hosting Services and Year 1 Software maintenance support services are described in the table below.**

**1.0 Application**

<b>Product</b>	<b>Licenses</b>	<b>Services</b>	<b>Expenses</b>	<b>Third Party Hardware</b>	<b>Total</b>
Novus DR (Core)	\$43,926	\$40,013	\$3,800	\$0	\$ 87,739
Hosting Set Up	\$6,495	\$0	\$0	\$0	\$6,495
Third Party HERE Map Data	\$1,000	\$0	\$0	\$0	\$1,000
Passenger Portal (Core)	\$9,523	\$14,025	\$0	\$0	\$23,548
Trip Booking (Booking & Cancellation)	\$14,480	\$1,650	\$0	\$0	\$16,130
Payment Integration	\$5,930	\$14,850	\$0	\$0	\$20,780
Notifications (Core, Outbound)	\$22,147	\$22,275	\$0	\$0	\$44,422
Rides on Demand (Paratransit Core with Payment)	\$34,500	\$15,675	\$0	\$0	\$50,175
DriverMate	\$22,231	\$26,813	\$3,800	\$5,750	\$58,594
<b>Totals USD</b>	<b>\$160,232</b>	<b>\$135,301</b>	<b>\$7,600</b>	<b>\$5,750</b>	<b>\$308,882</b>

<b>DESCRIPTION</b>	<b>COST</b>
Software (one-time)	\$ 250,111
Software (annual licensing)	Not Applicable.
Hardware (itemize)	\$5750
Maintenance (annual)	\$27,231*
Warranty (per year+maximum number of years available) (not included in total)	\$550 (3 years only)
Training (onsite – prior to Go-live)	\$19,296
Training (ongoing as needed) (not included in total)	\$1650 (per day**)
Travel (technician(s) for hardware installation include number of technicians expected)	None required***
Year 1 hosting fee	\$6,495

<b>TOTAL COST:</b>	<b>\$ 308,882</b>

Name of Firm: Trapeze Software Group, Inc. d.b.a TripSpark Technologies

Authorized Signature: 

Printed Name and Title: Matt Behmer, General Manager

Date: 10/10/2025

Notes: \*Increases 5% annually for an initial period of up to five (5) years.  
 \*\*Remote monthly training classes included in professional maintenance  
 \*\*\*The mounts proposed do not require professional installers.  
 This pricing includes all upfront capital costs and 1 year of hosting and maintenance

**EXHIBIT B**  
**Summary of Pricing**  
**(cont.)**

**Third Party Transaction Services' Fees (USD)**

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

- 1. Per Voice Minute                 \$0.03
- 2. Per SMS Message                 \$0.03

**Note:** Third Party Transaction Services Fees pricing, as identified above, are subject to change with notice.

**3.0 Hosting Services Fees (NovusDR (Core), DriverMate, Notifications (Core, Outbound), and Passenger Portal (Core, Trip Booking (Booking and Cancellation), Payment Integration))**

<b>Hosting Services</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
*Hosting Services Fee (USD)	Included	\$6,820	\$7,161

**Note:** Year 1 Hosting Services fee are included in the upfront costs and commences upon "go live" as defined in the corresponding Statement of Work, attached hereto as Exhibit C. Year 2 and Year 3 shall be due on the anniversary date of the of the Software. Upon expiry of Year 3 term, the provision of Hosting Services is subject to TripSpark's then prevailing pricing and may be negotiated in good faith should the County choose to renew for additional years.

**EXHIBIT B**  
**Summary of Pricing**  
**(cont.)**

**4.0 Payment Schedule**

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

<b>Milestone</b>	<b>Description</b>	<b>Percentages Due</b>
Milestone 1	Due upon execution of this Agreement	100% License fee and 20% of Services Fee and Expenses (\$188,811.80)
Milestone 2	Due upon shipping to Licensee location	100% of Third Party Hardware Fees (\$5,750)
Milestone 3	Due upon delivery of draft Operational Review Document	20% of Services Fee and Expenses (\$28,580.20)
Milestone 4	Due upon installation of Software in the TripSpark Hosted Environment	25% of Services Fee and Expenses (\$35,725.25)
Milestone 5	Due upon delivery of Initial Training Session	25% of Services Fee and Expenses (\$35,725.25)
Milestone 6	Due upon Software Acceptance pursuant to Section 4 of this Agreement with the exception Rides on Demand (Paratransit Core, with Payment) which shall be due upon Proprietary Use Software Acceptance as defined in the Statement of Work, Exhibit C attached hereto	10% of Services Fee and Expenses (\$14,290.10)

**EXHIBIT B**  
**Summary of Pricing**  
**(cont.)**

**5.0 Long Term Maintenance**

<b>**Software Maintenance</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>Novus DR (Core)</b>	Included	\$7,687	\$8,071
<b>DriverMate</b>	Included	\$3,890	\$4,085
<b>Passenger Portal (Core)</b>	Included	\$1,666	\$1,750
<b>Trip Booking (Booking &amp; Cancellation)</b>	Included	\$2,534	\$2,661
<b>Payment Integration</b>	Included	\$1,038	\$1,090
<b>Notifications (Core, Outbound)</b>	Included	\$3,876	\$4,070
<b>Total USD</b>	<b>Included</b>	<b>\$20,691</b>	<b>\$21,727</b>

**6.0 Proprietary Use Software Maintenance Fees**

<b>Software Maintenance</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>***Rides on Demand (Paratransit Core with Payment ) Maintenance Fee (includes Hosting Services fee)</b> (up to ten (10) paratransit vehicles operating in maximum service and services supported)	\$Included	\$7,901	\$8,296

1. \*\*First three (3) years Software maintenance fees only. Year 1 is included in the in the upfront costs and commences upon individual Software Acceptance in accordance with Section 4 (“Software Acceptance”). Year 2 is due and upon the anniversary date of individual Software Acceptance. Year 3, fee is due on the anniversary date of Software Acceptance. Upon Year 3 individual term expiry, Software product annual Software maintenance shall be subject to TripSpark’s then current pricing and program availability and may be negotiated in good faith should the Licensee choose to renew for additional years.

2. \*\*\*First three (3) years Proprietary Use Software maintenance fees only. Year 1 is included in the in the upfront costs and commences upon individual Proprietary Use Software acceptance in accordance Section 4 (“Proprietary Use Software Acceptance”). Year 2 shall be due and payable upon Rides on Demand (Paratransit Core with Payment) Proprietary Use Software Acceptance. Year 3 fees are due on the Proprietary Use Software Acceptance. Upon expiry of Year 4 individual term expiry, annual maintenance is subject to TripSpark’s then current pricing and program availability and may be negotiated in good faith should the County choose to renew for additional years. For clarity, as a condition precedent to Licensee’s access to the Proprietary Use Software, Licensee shall maintain its annual Proprietary Use Software maintenance payment obligations to TripSpark. In the event Licensee terminates access to any Proprietary Use Software or access is otherwise suspended, if Licensee wishes to reactivate its use of any Proprietary Use Software, Licensee may be charged a reactivation fee.

**General Pricing Assumptions**

1. Pricing expires June 30, 2026.

2. Applicable taxes must be included in the year one price. Tax rate for Grass Valley, CA is 7.5% for all hardware and shall not be included for electronic deliverables .
3. Licensee is responsible for the computer hardware & off-the-shelf software as per TripSpark's most current specifications.
4. SQL must be used for databases for all TripSpark Software.

## **Software**

### **Assumptions**

#### **NovusDR**

##### **Assumptions**

Data migration and loading will be completed for Clients, Common Locations / Landmarks and Client

Registered Addresses.

All Services will be performed remotely.

Training will utilize 'train the trainer" training philosophy.

Third party HERE maps will be utilized.

Use of third party HERE Maps is subject to the applicable HERE end-user terms, attached hereto as Exhibit E (the "HERE Terms"). By accessing or using any functionality that incorporates HERE Maps, the Customer acknowledges that it has reviewed and agrees to be bound by the HERE Terms, as they may be updated from time to time.

## **EXHIBIT B**

### **Summary of Pricing**

#### **(cont.)**

#### **Passenger Portal Assumptions**

All Services will be done remotely.

Passenger Portal utilizes third party Google maps for client facing address lookup and real time vehicle location display

#### **Notifications Assumptions**

All Services will be performed remotely.

English language only.

#### **Notifications Functionality**

TripSpark Notifications provides outbound voice callbacks for Trip Reminders and notifications.

TripSpark Notifications provides outbound SMS/Email Trip Reminders and notifications.

Trips can be confirmed/cancelled by SMS responses to callback reminders only.

TripSpark Notifications does not provide call center menu functionality.

#### **DriverMate**

##### **Assumptions**

Operational Review and Software Installation will be performed remotely.

Training will utilize "train the trainer" training philosophy.

Licensee is responsible for public data network activations and monthly airtime subscriptions for each vehicle.

TripSpark will provide third party DriverMate tablets.

Licensee is responsible for installing and maintaining in vehicle tablets.

Licensee is responsible for third party interface fees for any other in-vehicle equipment.

#### **Rides on Demand**

All Services will be performed remotely.

Rides on Demand (Paratransit Core with Payment) Proprietary

Use Software is a shared application available in Apple IOS and Google Play Stores.

Rides on Demand (Paratransit Core with Payment) Proprietary

Use Software is remotely hosted by TripSpark.

Rides on Demand (Paratransit Core with Payment) Proprietary Use Software

requires a connection over that internet to TripSpark's demand response scheduling Novus Software.

## EXHIBIT C

### Statement of Work: Novus DR, DriverMate, & Notifications

This document defines the implementation services to be provided by TripSpark for the Licensee, as well as the roles and responsibilities of the Licensee's staff and resources.

Unless otherwise indicated, TripSpark will provide 'standard' implementation services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark. Any services beyond what is defined in this document will be considered out of scope, and a work order or amendment outlining any additional costs will be required. Any additional costs uncovered will be the responsibility of the Licensee. All implementation Services, materials, and training will be provided in English, unless otherwise stated.

#### Overview

This implementation involves the following high-level tasks:

- Operational Review
- Software Installation and Configuration
- Data Migration and Synchronization
- Training
- User Acceptance Testing
- Go-Live Support

#### Product Description

Novus DR enables users to schedule and dispatch demand response trips for riders.

DriverMate is an Android application for use in-vehicle that displays driver manifests/routes and turn by turn directions.

Notifications sends SMS, Email, and IVR notifications to riders for trip reminders and other communications.

#### Operational Review

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

The goal of the operational review is to:

- Review Licensee business requirements and operational needs
- Review business processes to identify any takeaways that require mitigation strategies
- Provide any sample marketing materials that the Licensee may be able to use
- Review the Scope of Work and finalize project timelines and the project plan
- Review application functionality
- Identify testing and training requirements
- Current operational policies and procedures as they relate to the trip booking, scheduling, and dispatching process

The outcome is an Operational Review Document (ORD) outlining the understanding gained from the meetings, identifying the deliverables, and the timing for the implementation as mutually agreed upon by the parties. The TripSpark Project Manager will coordinate a meeting with the Licensee's project team to review the initial responses to the Operational Review Document within five (5) days of delivery by TripSpark.

## Onsite Services

TripSpark has budgeted two (2) onsite visits, with one (1) resource per trip, not to exceed five (5) contiguous days per trip. TripSpark has a standard recommendation for which stages of the project onsite visits should be utilized for. TripSpark and Licensee will work together to schedule these onsite visits at a mutually agreed upon time.

## Software Installation and Configuration

### Back-Office

TripSpark will install the Software in its hosted environment remotely.

### In-Vehicle

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

## Data Migration & Synchronization

During the training process, ancillary data will need to be developed so that the Software will function in accordance with the Operational Review Document. This will confirm that all required elements are present and configured as outlined in the Operational Review Document. Licensee will be responsible for developing this data, with the supervision of the TripSpark technical expert.

Importing data can be done via import scripts. The Software has an integrated Licensee Import Job and Location Import Job which allows Licensee to import their Licensee and location data into the Software. The import files must be a CSV file in TripSpark's required formatting.

Data development will be required in the following categories:

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

It is the Licensee's responsibility to ensure adequate user testing is completed before implementation of the Software in a live environment. It is also the Licensee's responsibility to ensure that all tests are performed with test Voice/SMS numbers - not numbers of their actual riders.

## Training

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

- Up to two (2) days of Booking and Scheduling Training
- Up to two (2) days of Operations Training
- Up to four (4) hours of Training of the Administrative functions of the Software.

- Up to four (4) hours of Standard Report Training
- Up to four (4) hours of Driver Trainer Training

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

Users will also have access to recorded training videos and online sessions provided through [TripSpark University](#), as described in our standard support Documentation.

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

for remotely accessed training sessions attendees will require:

- Networked computer with access to the internet
- Necessary Software (Teams or Zoom) installed and ready to go
- For groups in a single room, LCD projector to display the material and computers per student with access to the test environment
- Telephone or headset and microphone for audio portion
- If the items above are not available, TripSpark will work with Licensee to identify alternative arrangements.

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

### **User Acceptance Testing**

Following Training, the next stage of the implementation will be acceptance testing. This involves the Licensee utilizing the Software in the environment to ensure the Software functions as specified in the Documentation. Licensee must also complete testing of DriverMate in-vehicle to ensure the Software functions as specified in the Documentation.

Licensee should enroll a sample population of riders in Notifications for a pilot run. These passengers are expected to provide quality feedback and communicate their experience.

TripSpark will be available for support during this time if configuration changes are required. Licensee is responsible for creating use cases that best demonstrate common business processes in order to ensure testing is appropriately covering real business situations.

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

### **Go-Live**

Go Live is critical to ensure the solution is adopted and used properly by staff, as often issues are not discovered until using a live environment with real-time conditions and situations. TripSpark will provide up to thirty (30) days of Go Live support as part of this SOW.

### Software Acceptance Period

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

The Software Acceptance period is expected to be approximately thirty (30) days.

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

### Transition to Customer Care

Following Software Acceptance TripSpark will schedule a Transition meeting with the Licensee to discuss ongoing Customer Care support. When Licensee is in Licensee care, Licensee will be eligible for upgrades, 24/7 support, webinars, etc. subject to TripSpark's Licensee Care policies.

### TripSpark Resource Responsibilities

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

- The TripSpark Project Manager will provide bi-weekly reports to Licensee's Project Manager. These reports will be based on TripSpark standards and will consist of; project team information, current status and next steps.
- For the duration of the implementation the TripSpark technical expert will be available for consultation off-site via phone or email.
- Acting as a single point of contact at TripSpark, managing deliverables, running weekly conference calls, and managing Documentation
- Issue escalation and resolution plans

### Licensee Resource Responsibilities

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

The table below identifies the resource requirements for the Licensee.

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Licensee and TripSpark	20% of time for duration of project.	<ul style="list-style-type: none"><li>○ Coordinate the scheduling of all of the Licensee's resources.</li><li>○ Coordination of conference calls and meetings, as required.</li><li>○ Prepare training facilities and coordinate training sessions.</li><li>○ Coordinate completion of data development.</li></ul>

Resource	Description	Time Dedication	Tasks
			<ul style="list-style-type: none"> <li>○ Coordinate completion of user acceptance testing.</li> </ul>
Subject Matter Expert	Someone with intimate knowledge of the processes and procedures	75% of time for duration of project.	<ul style="list-style-type: none"> <li>○ Participation in the completion of the Operational Review.</li> <li>○ Participation in all training sessions.</li> <li>○ Assist PM with completion of user acceptance testing and data development.</li> </ul>
System Administrator		25% of their time for the duration of the project.	<ul style="list-style-type: none"> <li>○ Participating in System Administration training</li> </ul>
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	<ul style="list-style-type: none"> <li>○ Execute user acceptance testing.</li> </ul>
End Users		50% of their time during the training and transition phase of the project.	<ul style="list-style-type: none"> <li>○ Participate in end user training.</li> </ul>

### Timeline

This implementation can be completed within approximately five (5) months from the kickoff call with Licensee. During the operational review, a project plan will be prepared for each Software module.

### Assumptions

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

- TripSpark will provide its standard third party HERE map data.
- Data loading will be completed for Clients, Common Locations, Landmarks, and Client Registered Addresses.
- No more than four (4) super users will receive Booking and Scheduling Training
- No more than six (6) reservationists and six (6) dispatchers will receive Operations Training
- Software will be delivered 'off-the-shelf' with no custom development included unless otherwise noted; features and functions of the Software will conform to those outlined in the Documentation.
- Microsoft SQL will be used for the database.

- DriverMate tablets, cases, mounts, and power will be installed by the Licensee. TripSpark is not responsible for installing or providing installation steps. TripSpark will be responsible for alerting Licensee to any additional hardware required during the project and may incur additional costs.
- Third party Google Maps application data Android will be used for DriverMate navigation.
- Licensee is responsible for the installation and mounting of Android tablet devices for DriverMate.
- TripSpark is providing Android tablet devices.
- Licensee is responsible for the purchase and maintenance of wireless data plans from a public wireless carrier (500MB minimum, 1GB recommended per vehicle, per month: pooled plan).
- Licensee shall obtain necessary permits or permissions for any activities requiring outside authorization and pay any costs associated with these permits or permissions.
- It is assumed this Software will take advantage of existing TripSpark infrastructure, data sources and Software unless otherwise stated.

## **EXHIBIT C (cont.)**

### **Statement of Work: Passenger Portal**

This document defines the implementation services to be provided by TripSpark for the Licensee, as well as the roles and responsibilities of the Licensee's staff and resources.

Unless otherwise indicated, TripSpark will provide 'standard' implementation services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark. Any services beyond what is defined in this document will be considered out of scope, and a work order or amendment outlining any additional costs will be required. Any additional costs uncovered will be the responsibility of the Licensee. All implementation Services, materials, and training will be provided in English, unless otherwise stated.

#### **Overview**

This implementation involves the following high-level tasks:

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

#### **Product Description**

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

Payment Integration enables riders to add funds to their digital wallet to pay for trips.

#### **Operational Review**

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

The goal of the operational review is to:

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

The outcome is an operational review document (ORD) outlining the understanding gained from the meetings, identifying the deliverables, and the timing for the implementation as mutually agreed upon by the parties.

Any Services to modify beyond what is defined in the ORD will be considered out of scope, and a work order or amendment outlining any additional costs will be required. Any additional costs uncovered will be the responsibility of the Licensee.

## Software Installation and Configuration

### Back Office

TripSpark will install the Software in its hosted environment remotely. The Software will be installed once (1) within the test environment. TripSpark will also provide assistance with transitioning the Software to the production environment.

### Training

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

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

- Up to four (4) hours of remote system administrator training
- Up to two (2) hours of remote training for users who will interact with Web via the Novus user interface
- Up to four (4) hours of remote training on the Payment Integration Software

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

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

Licensee's resources are encouraged to participate in all training sessions related to their field.

For remotely accessed training sessions attendees will require:

- Networked computer with access to the internet
- Necessary Software (Teams or Zoom) installed and ready to go
- For groups in a single room, LCD projector to display the material and computers per student with access to the test environment
- Telephone or headset and microphone for audio portion

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

### User Acceptance Testing (UAT)

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

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

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

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

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

### **Go-Live Support**

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

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

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

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

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

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

### **Software Acceptance Period**

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

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

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

### **Transition to Customer Care**

Following Software Acceptance TripSpark will schedule a Transition meeting with the Licensee to discuss ongoing Customer Care support. When Licensee is in Customer care, Licensee will be eligible for upgrades, 24/7 support, webinars, etc. subject to TripSpark's Customer Care policies.

### **TripSpark Resource Responsibilities**

TripSpark will provide Project Management and Off-Site Support of the Passenger Portal Software at Licensee.

These Services will consist of the following:

- The TripSpark Project Manager will provide bi-weekly reports to Licensee's Project Manager. These reports will be based on TripSpark standards and will consist of; project team information, current status and next steps.

- For the duration of the implementation the TripSpark technical product expert will be available for consultation off-site via phone or email.

### Licensee’s Resource Responsibilities

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

The table below identifies the resource requirements for the Licensee

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between Licensee and TripSpark	20% of time for duration of project.	<ul style="list-style-type: none"> <li>○ Coordinate the scheduling of all the Licensee’s resources.</li> <li>○ Coordination of conference calls and meetings, as required.</li> <li>○ Prepare training facilities and coordinate training sessions</li> <li>○ Coordinate completion of data development</li> <li>○ Coordinate completion of user acceptance testing.</li> </ul>
Subject Matter Expert	Someone with intimate knowledge of the processes and procedures	75% of time for duration of project.	<ul style="list-style-type: none"> <li>○ Participation in the completion of the Operational Review.</li> <li>○ Participation in all training sessions.</li> <li>○ Assist PM with completion of user acceptance testing and data development.</li> </ul>
System Administrator		25% of their time for the duration of the project.	<ul style="list-style-type: none"> <li>○ Participate in System Administration training.</li> </ul>
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	<ul style="list-style-type: none"> <li>○ Execute user acceptance testing.</li> </ul>
End Users	Examples: Dispatchers, Schedulers, Reservationists	50% of their time during the training and transition phase of the project.	<ul style="list-style-type: none"> <li>○ Participate in end user training.</li> </ul>

### Timeline

The Services as outlined in this document can be completed within approximately four (4) months from the initial Operational Review. During the Operational Review, a project plan will be prepared for this Software module.

### **Assumptions**

Software will be delivered 'off-the-shelf'. Off the shelf means:

- Software will be installed "as-is" (no customizations) and existing functionality within the Software will be used or adapted for the needs of this project. Feature requests or improvements will be considered after Software Acceptance for this project is completed.
- It is assumed this Software will take advantage of existing TripSpark infrastructure, data sources and software unless otherwise stated
- TripSpark does not provide any custom web markup or web design outside of items that can be configured in the administration pages.
- Licensee is required to sign up and set up billing for their own Google account, in order to obtain a third party Google Maps Key.
- Passenger Portal will be in English only.
- Unless noted otherwise, Stripe will be used as the Payment Service Provider (PSP). The Licensee will be responsible for signing up for a Stripe account.

## **EXHIBIT C (cont.)**

### **Statement of Work: Rides on Demand (Paratransit Core and Payment)**

This document defines the implementation services to be provided by TripSpark for the Licensee, as well as the roles and responsibilities of the Licensee's staff and resources. All implementation services will be provided remotely, unless otherwise stated.

Unless otherwise indicated, TripSpark will provide 'standard' implementation services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark. Any services beyond what is defined in this Document will be considered out of scope, and an amendment or work order will be required. All implementation services, materials, and training will be provided in English, unless otherwise stated.

#### **Overview**

This implementation involves the following high-level tasks:

1. Operational Review
2. Custom Branding and User Agreements
3. Software Installation and Configuration
4. Training
5. User Acceptance Testing
6. Go-Live
7. Transition to Customer Care

#### **Product Description**

Rides on Demand is an add-on module to TripSpark's demand response solution. It provides the riders the ability to make ride requests and track their journey using an iOS or Android compatible mobile application, which will include the following functionality:

- Rider registration
- Map functionality
- Individual or group trip booking
- Journey Summary
- Vehicle Tracking & Estimate Times
- Payment Integration: Rides on Demand Payment Integration is a module that enables riders to pay for their Eligibility-Based Trips in Rides on Demand.

#### **Operational Review**

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

The goal of the operational review is to:

- Review the Licensee's business requirements and operational needs
- Review business processes to identify any takeaways that require mitigation strategies
- Provide available template marketing materials to Licensee
- Review the Scope of Work

The outcome is an operational review document (ORD) outlining the understanding gained from the meetings, identifying the deliverables, and the timing for the implementation as mutually agreed upon by the parties. Any Services to modify beyond what is defined in the ORD will be considered out of scope, and a work order or amendment outlining any additional costs will be required. Any additional costs uncovered will be the responsibility of the Licensee.

#### **Custom Branding and User Agreements**

TripSpark will work with the Licensee such that the Rides on Demand Proprietary Use Software application will reflect their branding for the purposes of agency selection by the user within the app and when using the app for Licensee's services.

Licensee must provide files that contain the necessary branding content that will help TripSpark create and maintain the branding.

Licensee must provide TripSpark with the terms of use and the privacy policy specific to their service offered by the application.

## **Software Installation and Configuration**

### **Software Installation - Web API**

TripSpark will install the Software in its hosted environment remotely. The Software will be installed once (1) within the test environment. TripSpark will also provide assistance with transitioning the Software to the production environment. It is the Licensee's responsibility to ensure adequate user testing is completed before implementation of the Software in a live environment.

### **Configuration**

TripSpark will assist the Licensee in importing or configuring bus stops and travel zone rules within Novus.

TripSpark will also assist the Licensee in configuration for the following items:

- Service Types
- Cancel Codes
- Passenger Types
- Seat Types
- Violation Sets
- Context Properties

TripSpark will configure the following within Rides on Demand:

- Connection information to the Licensee's environment
- Configurable feature options

## **Custom Branding and User Agreement**

TripSpark will work with the Licensee such that Rides on Demand app will reflect their branding for the purposes of agency selection by the user within the app and when using the app for Licensee's services. Licensee must provide files that contain the necessary branding content that will help TripSpark create and maintain the branding. Licensee must provide TripSpark with the terms of use and the privacy policy specific to their service offered by the Rides of Demand.

## **Training**

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

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

- Up to six (6) hours of back office and dispatch training
  - This training will focus on changing configurable settings within the service type for both Rides on Demand and Novus
- Up to two (2) hours of customer service training
  - This training will focus on providing the skillset to the Licensee's Licensee service team in order to support the Licensee's ridership with ongoing issues

In addition to training, TripSpark will provide digital copies of all available user Documentation. The Licensee is free to create copies of the Documentation for their users. Users will also have access to recorded training videos and online sessions provided through myTripSpark.com, as described in our standard support Documentation.

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

- Networked computer with access to the internet
- Telephone or headset and microphone for audio portion

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

### **User Acceptance Testing (UAT)**

UAT involves the Licensee utilizing the Rides on Demand Proprietary Use Software application alongside the back-office Software in a test environment to ensure the solution functions as specified in the Documentation. It is estimated that User Acceptance Testing should take up to one (1) week. TripSpark will be available for support during this time if configuration changes are required. The Licensee is responsible for creating use cases that best demonstrate common business processes in order to ensure testing is appropriately covering real business situations.

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

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

TripSpark will add the new agency-specific service to the Rides on Demand Proprietary Use Software application via a menu hidden from the public. TripSpark will provide special access instructions (including passcode) for enabling the service menu to allow for the functionality to be tested before being released to the public.

### **Go-Live Support**

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

TripSpark will redirect the Web API to communicate with the Licensee's production environment. Before releasing Rides on Demand for all passengers, we recommend asking a select group of passengers to download and use the Rides on Demand Proprietary Use Software application and assist with an additional round of troubleshooting. Basic testing for this group would consist of:

- Licensee registration
- Trip booking
- Trip processing
- Accuracy of information provided to rider

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

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

Upon completion of Soft Launch, the Licensee can now invite all passengers to register and access the Rides on Demand Proprietary Use Software application. TripSpark will be available for support during this time if configuration changes are required.

**Proprietary Use Software Acceptance Period**

The final phase of the implementation will be Proprietary Use Software Acceptance testing while the Rides on Demand Proprietary Use Software application is running with the back-office Software in production.

The TripSpark Rides on Demand Proprietary Use Software is deemed accepted by Licensee on soft launch go-live, as defined above.

**Transition to Customer Care**

Following Rides on Demand Proprietary Use Software acceptance, TripSpark will schedule a transition meeting with the Licensee to discuss ongoing Customer Care support.

**TripSpark Resource Responsibilities**

TripSpark will provide Project Management and Off-Site Support of Rides on Demand to the Licensee. These Services will consist of the following:

- The TripSpark Project Manager will provide bi-weekly reports to the Licensee’s Project Manager. These reports will be based on TripSpark standards and will consist of; project team information, current status, and next steps.
- For the duration of the implementation the TripSpark technical product expert will be available for consultation off-site via phone or email.

**Licensee’s Resource Responsibilities**

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

The table below identifies the resource requirements for the Licensee:

Resource	Description	Time Dedication	Tasks
Project Manager	The project manager coordinates all efforts between the Licensee and TripSpark	20% of time for duration of project.	<ul style="list-style-type: none"> <li>○ Coordinate the scheduling of all the Licensee’s resources.</li> <li>○ Coordination of conference calls and meetings, as required.</li> <li>○ Prepare training facilities and coordinate training sessions</li> <li>○ Coordinate completion of data development</li> <li>○ Coordinate completion of user acceptance testing.</li> </ul>
Subject Matter Expert	Someone with intimate knowledge of the processes and procedures	75% of time for duration of project.	<ul style="list-style-type: none"> <li>○ Participation in the completion of the Operational Review.</li> <li>○ Participation in all training sessions.</li> </ul>

Resource	Description	Time Dedication	Tasks
			<ul style="list-style-type: none"> <li>○ Assist PM with completion of user acceptance testing and data development.</li> </ul>
System Administrator		25% of their time for the duration of the project.	<ul style="list-style-type: none"> <li>○ Participate in System Administration training.</li> </ul>
Testers	Responsible for user acceptance testing	50% of their time during the testing phase of the project.	<ul style="list-style-type: none"> <li>○ Execute user acceptance testing.</li> </ul>
End Users	Examples: Dispatchers, Schedulers, Drivers, Reservationists	50% of their time during the training and transition phase of the project.	<ul style="list-style-type: none"> <li>○ Participate in end user training.</li> </ul>

## Timeline

The Services as outlined in this document can be completed within approximately four (4) months from the initial Operational Review. During the Operational Review, a project plan will be prepared for this software module.

## Assumptions

- TripSpark will not be providing customer service directly to the ridership for the Licensee.
- Rides on Demand Proprietary Use Software application will be delivered 'off-the-shelf'.
  - Rides on Demand Proprietary Use Software application will be delivered "as-is" (no customizations, only configurations) and existing functionality within the Rides on Demand Proprietary Use Software application will be used or adapted for the needs of this project. Feature requests or improvements will be considered after Rides on Demand Proprietary Use Software application for this project is completed.
- It is assumed this Rides on Demand Proprietary Use Software application will take advantage of existing TripSpark infrastructure, data sources, and Software unless otherwise stated.
- Rides on Demand will be in English only.
- Rides on Demand requires DriverMate MDTs, if these are not in use then validation testing must be completed on whichever 3<sup>rd</sup> party MDTs are in use. If development efforts are needed to work with the 3<sup>rd</sup> party MDTs, then the Licensee is responsible for any costs incurred, assuming the 3<sup>rd</sup> party will work with TripSpark.
- TripSpark will publish the Rides on Demand Proprietary Use Software application to the Google Play and Apple App stores. TripSpark does not take responsibility for the services the Licensee is providing. Upon selecting a specific agency as allowed within the Rides on Demand Proprietary use Software application, Licensee own terms or disclaimer will come up.
- Licensee is responsible for marketing the Rides on Demand Proprietary Use Software application to the public. Marketing may involve a public education campaign. TripSpark does have some marketing packaging to be customized by the Licensee.
- Licensee shall have a Privacy Policy and Terms of Use that is compliant with both Apple App and Google Play stores.
- Licensee is responsible for all Licensee-configurable images and logos to be utilized in the Rides on Demand Proprietary Use Software application and must have them scaled appropriately to size.

- Licensee is responsible for all charges incurred by using Google's API's as well as all charges incurred from Twilio for SMS notifications.
- Unless noted otherwise, Stripe will be used as the Payment Service Provider (PSP). The Licensee will be responsible for signing up for a Stripe account.

## EXHIBIT C

### Appendix C-1

#### Demand Respond Project Plan

Task Name	Duration	Start	Finish	Predecessors	Comments
<b>█ Nevada County - Demand Response Project Plan</b>	<b>117d</b>	<b>Mon 06/15/2026</b>	<b>Tue 11/24/2026</b>		
Contract Execution	1d	Mon 06/15/2026	Mon 06/15/2026		
<b>█ Phase 0 - Project Initiation (Kick-Off)</b>	<b>15d</b>	<b>Tue 06/16/2026</b>	<b>Mon 07/06/2026</b>		
Project Assignment Notification sent to Project Team	3d	Tue 06/16/2026	Thu 06/18/2026	2	
<i>Milestone #1 - Due upon execution of this Agreement</i>	0	Thu 06/18/2026	Thu 06/18/2026	4	100% of License fee and 205 of Services Fee and Expenses
Internal Kick-Off	5d	Fri 06/19/2026	Thu 06/25/2026	4	
<b>█ External Kick-Off</b>	<b>15d</b>	<b>Tue 06/16/2026</b>	<b>Mon 07/06/2026</b>		
Book and Host External Kick-Off Meeting with Customer and Project Team	3d	Fri 06/26/2026	Tue 06/30/2026	6	
<b>█ Send Meeting Follow Up including</b>	<b>1d</b>	<b>Wed 07/01/2026</b>	<b>Wed 07/01/2026</b>		
Novus DR w/ additional product ORD	1d	Wed 07/01/2026	Wed 07/01/2026	8	ORD - Operational Review Document - System Design Documentation
<b>█ ORD - Operational Review Documents - Include the following products</b>	<b>1d</b>	<b>Wed 07/01/2026</b>	<b>Wed 07/01/2026</b>		
Novus DR	1d	Wed 07/01/2026	Wed 07/01/2026	8	Identify source address, locations, customer data, fleet inventory other data required for review
DriverMate - In-vehicle tablet software - Driver navigation and communications	1d	Wed 07/01/2026	Wed 07/01/2026	8	Provide hardware (tablet) specifications for DriverMate - Android OS Version requirement
HERE Map Data - Service Area	1d	Wed 07/01/2026	Wed 07/01/2026	8	
Notification Module - Rider Communication - Telephony, Email & SMS	1d	Wed 07/01/2026	Wed 07/01/2026	8	
Passenger Portal - w/ Payment Integration	1d	Wed 07/01/2026	Wed 07/01/2026	8	Passenger Portal Pre install Requirements, API instructions and Stripe Account Setup
Rides On Demand - Paratransit Core w/ Payment Integration	1d	Wed 07/01/2026	Wed 07/01/2026	8	
<b>█ Hosting Environment Set Up</b>	<b>10d</b>	<b>Tue 06/16/2026</b>	<b>Mon 06/29/2026</b>		
Set Up Hosting Environment	5d	Tue 06/16/2026	Mon 06/22/2026	2	
Create Virtual Machine in Hosted Environment	5d	Tue 06/16/2026	Mon 06/22/2026	2	This can be done in advance of phase
Software Installation - All Products for Hosted Environment	10d	Tue 06/16/2026	Mon 06/29/2026	2	
<b>█ Project Management Documents - Finalize and publish</b>	<b>4d</b>	<b>Wed 07/01/2026</b>	<b>Mon 07/06/2026</b>		
Project Schedule	1d	Wed 07/01/2026	Wed 07/01/2026	8	
Resource - Contract information / roles	1d	Wed 07/01/2026	Wed 07/01/2026	8	
RAID Log - Risks, Actions, Issues and Decision	1d	Wed 07/01/2026	Wed 07/01/2026	8	
Set Project Meeting Cadence w/ dates and times	1d	Wed 07/01/2026	Wed 07/01/2026	8	Weekly / Biweekly
<b>█ Project Schedule Development</b>	<b>3d</b>	<b>Thu 07/02/2026</b>	<b>Mon 07/06/2026</b>		
Finalize project schedule and committed resources	3d	Thu 07/02/2026	Mon 07/06/2026	26	
<b>█ Phase 1 - Design</b>	<b>16d</b>	<b>Thu 07/02/2026</b>	<b>Thu 07/23/2026</b>		
<b>█ Novus Suite</b>	<b>16d</b>	<b>Thu 07/02/2026</b>	<b>Thu 07/23/2026</b>		
Confirm In-vehicle hardware specifications	10d	Thu 07/02/2026	Wed 07/15/2026	12	
Spec & review installation package fir DriverMate	1d	Thu 07/02/2026	Thu 07/02/2026	12	
<b>█ Client completes ORD Documents and submits to TripSpark</b>	<b>16d</b>	<b>Thu 07/02/2026</b>	<b>Thu 07/23/2026</b>		
Review initial responses on ORD documents	3d	Thu 07/02/2026	Mon 07/06/2026	12	
Formal ORD Review by product	5d	Tue 07/07/2026	Mon 07/13/2026	34	
Update ORD document per formal review and distribute	2d	Tue 07/14/2026	Wed 07/15/2026	35	
ORD Finalized/Accepted	3d	Thu 07/16/2026	Mon 07/20/2026	36	
Customer provides Data for Import	3d	Tue 07/21/2026	Thu 07/23/2026	37	

Task Name	Duration	Start	Finish	Predecessors	Comments
Customer provides Data for Import	3d	Tue 07/21/2026	Thu 07/23/2026	37	
<i>Milestone # 2 - Due upon delivery of draft Operational Review Document</i>	0	Mon 07/20/2026	Mon 07/20/2026	37	Milestone # 2 (20% of Service Fees Due & Expenses)
<b>Phase 2 - Installation, Configuration &amp; Implementation</b>	<b>33d</b>	<b>Fri 07/24/2026</b>	<b>Tue 09/08/2026</b>		
Novus Suite	33d	Fri 07/24/2026	Tue 09/08/2026		
Software Installation & Configuration - NOVUS	15d	Fri 07/24/2026	Thu 08/13/2026		Begin configuration, data mapping and data import from County source files to Novus
Enable User Login information with URL to access Novus DR	2d	Fri 07/24/2026	Mon 07/27/2026	38	
Test & confirm user access roles and privileges in accordance with ORD	1d	Tue 07/28/2026	Tue 07/28/2026	43	
Configure software in accordance with ORD	15d	Fri 07/24/2026	Thu 08/13/2026	38	
Complete Client and Destination Imports	5d	Fri 07/24/2026	Thu 07/30/2026	38	
Factory Acceptance Testing (FAT)	10d	Fri 07/31/2026	Thu 08/13/2026	46	
Software Installation & Configuration - Notifications and Twilio	25d	Fri 07/24/2026	Thu 08/27/2026		
Configure software in accordance with ORD	15d	Fri 07/24/2026	Thu 08/13/2026	38	
Factory Acceptance Testing (FAT)	10d	Fri 08/14/2026	Thu 08/27/2026	49	
Software Installation & Configuration - Passenger Portal	20d	Fri 07/24/2026	Thu 08/20/2026		
Configure software in accordance with ORD	15d	Fri 07/24/2026	Thu 08/13/2026	38	
Confirm API Key for URL	5d	Fri 07/24/2026	Thu 07/30/2026	38	
Confirm Payment Integration (Stripe Account)	5d	Fri 07/24/2026	Thu 07/30/2026	38	
Factory Acceptance Testing (FAT)	15d	Fri 07/31/2026	Thu 08/20/2026	54	
Software Installation & Configuration - RoD	33d	Fri 07/24/2026	Tue 09/08/2026		
Configure software in accordance with ORD	15d	Fri 07/24/2026	Thu 08/13/2026	38	
Confirm Payment Integration (Stripe Account)	1d	Fri 07/24/2026	Fri 07/24/2026	38	
Factory Acceptance Testing (FAT)	15d	Mon 07/27/2026	Fri 08/14/2026	58	
<i>Milestone # 3 - Due upon installation of Software in TripSpark Hosted Environment</i>		Tue 08/11/2026			Milestone # 3 (25% of Service Fees & Expenses)
Software Installation and Configuration - Ready for End to End Testing	17d	Mon 08/17/2026	Tue 09/08/2026		
End to End System Review with Nevada County	10d	Mon 08/17/2026	Fri 08/28/2026	59	
Detailed walk through of the configuration and ORD	5d	Mon 08/31/2026	Fri 09/04/2026	62	This would include any updates or changes to configuration
Training Readiness Review (Formal)	1d	Mon 09/07/2026	Mon 09/07/2026	63	
Review & Approve - Training Plan & Schedule	1d	Tue 09/08/2026	Tue 09/08/2026	64	
<b>Phase 3 - Training</b>	<b>52d</b>	<b>Wed 09/09/2026</b>	<b>Thu 11/19/2026</b>		
Novus Suite	52d	Wed 09/09/2026	Thu 11/19/2026		
Novus Training	20d	Wed 09/09/2026	Tue 10/06/2026		
Novus Module Training (In accordance with training plan and resource plan)	15d	Wed 09/09/2026	Tue 09/29/2026	65	
Novus Homework	5d	Wed 09/30/2026	Tue 10/06/2026	69	
Novus Operations and Admin Training	10d	Wed 09/09/2026	Tue 09/22/2026	65	
Standard Report Training	10d	Wed 09/09/2026	Tue 09/22/2026	65	
Novus Homework	10d	Wed 09/09/2026	Tue 09/22/2026	65	
User Acceptance Testing (UAT)	3d	Wed 09/23/2026	Fri 09/25/2026	73	
DriverMate Training	23d	Wed 09/09/2026	Fri 10/09/2026		
DriverMate Module Training (In accordance with training plan and resource plan)	15d	Wed 09/09/2026	Tue 09/29/2026	65	

Task Name	Duration	Start	Finish	Predecessors	Comments
	①			①	
Driver Training - Training Guides,, Test Cases & Schedule simulation / practice	5d	Wed 09/30/2026	Tue 10/06/2026	76	
User Acceptance Testing (UAT)	3d	Wed 10/07/2026	Fri 10/09/2026	77	
[-] Notifications Training	15d	Wed 10/07/2026	Tue 10/27/2026	68	
Notification Module Training (In accordance with training plan and resource plan)	15d	Wed 10/07/2026	Tue 10/27/2026	65	
Notification Homework	3d	Wed 10/07/2026	Fri 10/09/2026		
Notifications User Acceptance Testing (UAT)	3d	Mon 10/12/2026	Wed 10/14/2026	81	
[-] Passenger Portal Training	17d	Wed 10/28/2026	Thu 11/19/2026	79	
Passenger Portal Configuration, Admin and User Training	15d	Wed 10/28/2026	Tue 11/17/2026	65	
[-] Payment Integration Management Training	2d	Wed 11/18/2026	Thu 11/19/2026		
Passenger Portal Homework	2d	Wed 11/18/2026	Thu 11/19/2026	84	
[-] Passenger Portal Client Training	2d	Wed 11/18/2026	Thu 11/19/2026		
Passenger Portal Homework	2d	Wed 11/18/2026	Thu 11/19/2026	84	
Passenger Portal User Acceptance Testing (UAT)	3d	Wed 10/28/2026	Fri 10/30/2026		
[-] RoD Training	32d	Wed 09/09/2026	Thu 10/22/2026		
RoD - Configuration, Admin and User Training	10d	Wed 09/09/2026	Tue 09/22/2026	65	
Payment Integration Management Training	10d	Wed 09/09/2026	Tue 09/22/2026	65	
Rider Facing Training	5d	Wed 09/23/2026	Tue 09/29/2026	92	
RoD Training	10d	Wed 09/23/2026	Tue 10/06/2026	92	
RoD Homework	10d	Wed 09/23/2026	Tue 10/06/2026	92	
RoD User Acceptance Testing (UAT)	10d	Wed 10/07/2026	Tue 10/20/2026	95	
<i>Milestone # 4 - Due upon delivery on initial Training Session</i>	0	Tue 10/06/2026	Tue 10/06/2026	94	Milestone # 4 (25% of Service Fees & Expenses)
[-] Go Live Readiness Review - Confirm all departments & operations ready for Go Live	6d	Thu 10/15/2026	Thu 10/22/2026		
Phase 1 - Go Live Phased Approached - Novus DR, Drivermate, Notifications	1d	Thu 10/15/2026	Thu 10/15/2026	82	
Phase 2 - Go Live Phased Approached - Passenger Portal & Rides On Demand	1d	Wed 10/21/2026	Wed 10/21/2026	96	Intentional 2 Week delay from initial launch of system for Nevada County to fully work technology and allow for rider engagement activities
<b>Go Live Approved</b>	<b>1d</b>	<b>Thu 10/22/2026</b>	<b>Thu 10/22/2026</b>	<b>100</b>	
<b>[-] Phase 4 - Go Live</b>	<b>28d</b>	<b>Fri 10/16/2026</b>	<b>Tue 11/24/2026</b>		
[-] Novus Suite (Phase 1)	15d	Fri 10/16/2026	Thu 11/05/2026		
[-] Novus/Drivermate Go Live (System Acceptance Testing (SAT))	15d	Fri 10/16/2026	Thu 11/05/2026		
Onsite and Remote Go Live Support	5d	Fri 10/16/2026	Thu 10/22/2026	99	
Burn-in Period (SAT)	10d	Fri 10/23/2026	Thu 11/05/2026	105	
[-] Notifications Go Live (System Acceptance Testing (SAT))	15d	Fri 10/16/2026	Thu 11/05/2026		
Onsite and Remote Go Live Support	5d	Fri 10/16/2026	Thu 10/22/2026	99	
Burn-in Period (SAT)	10d	Fri 10/23/2026	Thu 11/05/2026	108	
[-] Rider Facing Go Live (Phase 2)	23d	Fri 10/23/2026	Tue 11/24/2026		2 Weeks from official go live of Novus DR & DriverMate
[-] Passenger Portal Go Live (System Acceptance Testing (SAT))	15d	Fri 10/23/2026	Thu 11/12/2026		
Passenger Portal and Payment Integration Go Live	5d	Fri 10/23/2026	Thu 10/29/2026	105	
Burn-in Period (SAT)	10d	Fri 10/30/2026	Thu 11/12/2026	112	
[-] RoD Go Live (System Acceptance Testing (SAT))	15d	Fri 10/23/2026	Thu 11/12/2026		
Rides On Demand and Payment Integration Go Live	5d	Fri 10/23/2026	Thu 10/29/2026	105	

Task Name	Duration	Start	Finish	Predecessors	Comments
Burn-in Period (SAT)	10d	Fri 10/30/2026	Thu 11/12/2026	115	
<i>Milestone # 5 - Due upon Software Acceptance</i>	0	Thu 11/12/2026	Thu 11/12/2026	116	Milestone # 5 (10% of Service Fees & Expenses)
<b>Phase 6 - Transition to CC</b>	<b>23d</b>	<b>Fri 10/23/2026</b>	<b>Tue 11/24/2026</b>		
Novus DR Project Transition	14d	Fri 10/23/2026	Wed 11/11/2026		
Transition - Phase 1 Go Live	14d	Fri 10/23/2026	Wed 11/11/2026		
Create Transition Documentation	3d	Fri 10/23/2026	Tue 10/27/2026	105	
Book and Host internal transition call	1d	Fri 11/06/2026	Fri 11/06/2026	106	
Nevada County - Close Out and Transit to Customer Care	3d	Mon 11/09/2026	Wed 11/11/2026	122	
Transition - Phase 1 Go Live	8d	Fri 11/13/2026	Tue 11/24/2026		
Create Transition Documentation	3d	Fri 11/13/2026	Tue 11/17/2026	116	
Book and Host internal transition call	1d	Wed 11/18/2026	Wed 11/18/2026	125	
Nevada County - Close Out and Transit to Customer Care	3d	Thu 11/19/2026	Mon 11/23/2026	126	
Project Close out & Fully Transitioned to Customer Care	1d	Tue 11/24/2026	Tue 11/24/2026	127	

**Note:** The project plan timelines in this Appendix C-1 assume there are no project delays caused by Licensee. In addition, notwithstanding the project plan included herein, during the kick-off phase, TripSpark will work with Licensee to update the project plan timeline and deliverables based on the date Licensee's execution of this Agreement.

## EXHIBIT D

### Hosting Services

#### 1. OVERVIEW

This Exhibit D describes the hosting services for the Proprietary Use Software and any Software hosted by TripSpark under the Agreement (“Hosting Services”) to be provided by TripSpark, the respective responsibilities of the parties, the service level objectives (“SLOs”), and the problem management process.

#### 2. HOSTING SERVICES

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

- Database for the Hosting Services hosted under this Agreement
- Database security
- Data Center server operation

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

- Licensee hardware, including Licensee’s servers, printers, network hardware (including routers and switches) and other Licensee site computing equipment
- Licensee Local Area Networks (“LAN”)
- Licensee network infrastructure for connecting to the Internet and to the TripSpark Data Center

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

#### **Support for Hosting Services**

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

#### **Hardware**

Licensee shall provide the telecommunications equipment, communication lines, and associated internet services for connection from Licensee’s site to the Data Center.

#### **Database Instances**

TripSpark will maintain a single production database instance up to 50GB. This production database will provide the daily, real-time transaction data to the users.

#### **Internet Bandwidth**

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

#### **Backups**

Full database backups, along with hourly transaction log backups, are done on a regular basis. Backup data is retained for 14 days.

## Hours of System Operations

The Hosting Services will be accessible and available to the Licensee and capable of all normal operating functions 24 hours a day, seven days a week except for periods of scheduled maintenance and previously approved outages. TripSpark will not be held responsible for inaccessibility arising from communications problems occurring anywhere beyond the TripSpark side of the router resident at the Data Center, nor will these hours of unavailability be counted as unavailable.

## Data Center Maintenance

TripSpark will complete routine maintenance on the Hosting Services systems quarterly. TripSpark will provide at least seven (7) business days' notice to these planned outages.

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

## Travel Expense

In addition to the fees set forth above, if TripSpark is required by Licensee to attend and perform Services on-site, Licensee shall reimburse TripSpark for air fare, meals, ground transportation, and other reasonable travel and living expenses incurred by TripSpark in support of this Agreement during provision of support services at the Licensee site. All amounts shall be paid in the not to exceed amount of Federal Per Diem rates for Nevada County.

## 3. SERVICE LEVEL OBJECTIVES

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

### AVAILABILITY

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

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

Where,

- "x" is the Availability of the and Proprietary Use Software and Software application during the quarter;
- "y" is the total number of hours in such quarter minus the number of hours during such quarter that the Licensee is unable to log into the Proprietary Use Software and Software because of (a) regularly scheduled maintenance windows for the Proprietary Use Software and Software for times in which Licensee has been notified in writing (including e-mail) by TripSpark in advance thereof; (b) a Force Majeure Event; (c) non-performance of hardware, Proprietary Use Software and Software, ISP connections, and other equipment that is not provided by TripSpark or certified by TripSpark for use in conjunction with the Hosting Services (except as such non-performance is directly or indirectly caused by TripSpark).
- "z" is the number of hours in such month during which the Licensee is unable to log into the Proprietary Use Software and Software (other than for reasons set forth in the definition of "y" above); provided that TripSpark has been notified or is otherwise aware (or reasonably, should be aware) of Licensee's inability to utilize the Proprietary Use Software and Software.

#### **4. LICENSEE RESPONSIBILITIES**

The Licensee is responsible for:

- Assigning a primary and alternate Licensee representative to coordinate all communications and activities related to TripSpark services.
- Providing contact information for a primary and an alternate contact to TripSpark that will be added to the notification lists upon execution of this amendment.
- Providing user identification data and determining the appropriate security profile for each user. Licensee will control security at the Proprietary Use Software and Software.
- All printing. No print job will print at the Data Center and all physical printing requirements will be managed by the Licensee.
- The purchase and installation of printers at Licensee's sites for the Proprietary Use Software and Software being utilized.
- Installation, operation, and maintenance of all workstation Proprietary Use Software and Software and Licensee's LAN, existing data communications configuration, hardware, or Proprietary Use Software and Software required at the Licensee's site. TripSpark network and network responsibility extends from the TripSpark routers at TripSpark's sites to all connected equipment at TripSpark's sites.
- Testing updates and fixes applied by TripSpark to Proprietary Use Software and Software used by Licensee. Except for emergency fixes, Licensee will test updates and fixes prior to their introduction to the production environment within a mutually agreed upon timeframe.
- Testing upgrades. Upgrades will be moved to production by the TripSpark at the end of the Licensee testing period unless specific problems are documented in writing to TripSpark.
- Diligent analysis of suspected problems to determine their specific nature and possible causes before calling the TripSpark for assistance. Notwithstanding this diligence requirement, Licensee is responsible for informing TripSpark of any problems encountered in a timely manner.

#### **5. OWNERSHIP OF PROPRIETARY USE SOFTWARE AND DATA**

Licensee shall not obtain any ownership rights, title, or interest in the Proprietary Use Software and Software, hardware or systems developed or employed by TripSpark in providing the Proprietary Use Software and Software under the Agreement. TripSpark shall not obtain any ownership rights, title or interest to Licensee's data contained within the Proprietary Use Software and Software database. Upon request by Licensee before or within thirty (30) days after the effective date of termination, TripSpark will make available to Licensee their data in secure (i.e., encrypted, and appropriated authenticated) SQL bak format file. Should Licensee request a different format, Licensee shall be subject to additional costs. If TripSpark has not received a written request from Licensee within the sixty (60) day period, TripSpark reserves the right to destroy the Licensee's data, as it exists at the date of expiration or termination.

## **EXHIBIT E**

### **1) Acceptance**

These HERE End User Terms together with the HERE Privacy Policy and the Acceptable Use Policy ("Terms") form a legally binding agreement between you and HERE Global B.V. Kennedyplein 222-226, 5611 ZT Eindhoven, Netherlands ("HERE") that govern the access and use of services, applications, software, websites, content, data, platforms, APIs or other materials made available to you by HERE ("HERE Products"). By using HERE Products or by explicitly clicking to accept these Terms where this option is made available to you by HERE, you unconditionally accept the Terms.

You as used herein refers to you as an individual end user of HERE Products and/or the company or other legal entity which uses HERE Products for its internal business purposes and on behalf of which you are using the HERE Products ("you" or "your").

### **2) Minimum Age and Authorization**

To use HERE Products as an individual end user, you must be at least sixteen (16) years of age or the age required in the HERE Privacy Policy unless otherwise required by the applicable laws.

If you as an individual user are accepting the Terms on behalf of the company or other legal entity, you represent and warrant that you have the authority to do so.

### **3) Personal Data**

The HERE Privacy Policy and additional privacy information made available to you govern the use of your personal data.

### **4) Licenses**

Subject to your full and continued compliance with the Terms and the applicable laws, HERE grants you a non-exclusive, non-transferable, non-sublicensable, revocable, and limited personal license to access HERE Products for your own use or use within your company.

### **5) Supplier Content, Third-Party Websites and Additional Terms**

HERE Products may include content from suppliers which are subject to the acknowledgements and terms available here or links to third party websites. You hereby agree to adhere to the terms applicable to such third-party content. HERE is not responsible for third party websites and a link to such website does

not imply any endorsement of such website. Additional terms of third-party content, products or services may apply where made accessible via HERE Products.

## **6) Your Content**

You may be able to submit content or other information ("Your Content") to HERE. Unless otherwise agreed with HERE in accordance with clause 20 of the Terms below, you must own or otherwise control all rights, including copyrights, to Your Content and HERE does not claim ownership in Your Content.

By submitting Your Content to HERE, you grant HERE, its affiliates and its suppliers a world-wide, non-exclusive, sub-licensable, royalty-free, perpetual and irrevocable license to use, store, copy, publicly perform, display, distribute, modify and create derivative works from Your Content for the purposes of providing, promoting, monetizing and improving HERE Products and other products and services by HERE, its affiliates, and its suppliers.

HERE may remove any content stored, sent or otherwise processed via HERE Products if necessary to protect its rights or the rights of third parties. HERE may do so with immediate effect and without prior notice, but it will try to inform you in advance to give you reasonable time to mitigate the infringement itself. To the extent permitted by law, HERE shall inform you of any reports received from a third party alleging infringement of their rights with respect to data uploaded by you.

## **7) Feedback**

You may but have no obligation to provide feedback, comments, ideas or other suggestions regarding HERE Products ("Feedback") to HERE. If you provide any Feedback to HERE, you agree that HERE, its affiliates and its suppliers may use such Feedback for any purpose, without limitation and without any obligation to you.

## **8) Acceptable Use Policy**

Your use of HERE Products is subject to your compliance with the Acceptable Use Policy. Any restrictions mentioned in the Acceptable Use Policy, these Terms or otherwise described by HERE do not apply to the extent that such use cannot be prohibited by HERE contractually due to applicable mandatory law (dwingend recht).

## **9) Modifications and Availability of HERE Products**

To the maximum extent permitted by applicable mandatory law (dwingend recht), HERE may, in its sole discretion, modify, update, discontinue or limit the availability of HERE Products in whole or in part,

such as for reasons related to maintenance, development of functionality, or requiring payment for functionality that was previously provided free-of-charge. HERE will strive to provide a notification of changes that may significantly impact the use of HERE Products to the end users of HERE Products.

HERE Products may not be accessible from all countries, may be provided only in selected languages and may not be available during maintenance breaks and operations and some features may also be dependent on the network, compatibility of the devices used and the content formats supported.

The discontinuation of HERE Products at any time result in deletion of Your Content from HERE Products.

#### **10) Exclusion of Warranty**

HERE PRODUCTS ARE PROVIDED ON AN "AS IS" AND ON AN "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE MANDATORY LAW (DWINGEND RECHT), NEITHER HERE, ITS AFFILIATES NOR ITS SUPPLIERS WARRANT THAT HERE PRODUCTS WILL BE UNINTERRUPTED, ERROR OR VIRUS-FREE, ACCURATE OR COMPLETE. NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE IN RELATION TO THE AVAILABILITY, ACCURACY, RELIABILITY, INFORMATION OR CONTENT FROM OR WITHIN HERE PRODUCTS.

#### **11) Limitation of Liability**

YOUR USE OF HERE PRODUCTS IS AT YOUR OWN DISCRETION AND SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY MANDATORY LAW (DWINGEND RECHT), HERE, ITS AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR LOST PROFITS, LOST REVENUES, LOSS OR RECOVERY OF DATA, OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OR EXPENSES OF ANY KIND. IN NO EVENT SHALL THE TOTAL LIABILITY OF HERE, REGARDLESS OF THE LEGAL BASIS OF THE CLAIM (E.G. TORT, CONTRACT OR OTHERWISE), ITS AFFILIATES AND SUPPLIERS TO YOU EXCEED THE AMOUNT OF FIFTY EURO (50.00 €). THE EXCLUSIONS AND LIMITATIONS OF LIABILITY IN THESE TERMS SHALL NOT APPLY TO DAMAGES AS A RESULT OF INTENT OR DELIBERATE RECKLESSNESS (OPZET OF BEWUSTE ROEKeloosHEID) BY HERE.

#### **12) Your safe use of HERE Products**

Location or map data, directions or other features or content included in or accessible by HERE Products may be inaccurate or incomplete and may depend on network availability. You need to rely on your own judgement and take into account the real-world conditions. You are responsible for your own conduct and must observe the local laws when using HERE Products. HERE Products are not intended to be relied upon in situations where precise data is needed or where inaccurate or incomplete data may lead to death, personal injury.

### **13) Indemnification**

You agree to indemnify and hold harmless HERE, its affiliates, contractors and suppliers from any demands, loss, liability, claims or expenses (including attorney's fees) arising out of or related to your violation of any of the Terms and/or out of the use of HERE Products.

### **14) Choice of Law and Venue**

The Terms are exclusively governed by the laws of the Netherlands without regard to its conflicts of law provisions. Any dispute between you and HERE related to the Terms or the use of HERE Products shall be submitted to the competent court in Amsterdam, the Netherlands. This exclusive designation of applicable law and forum shall leave unaffected your rights under the mandatory laws (dwingend recht) of your own country of residence in the European Union.

### **15) Changes in Terms**

HERE may modify the Terms at any time without prior notice. If the Terms are changed in a material, adverse way, HERE will provide a separate notice advising of the change.

You are responsible for regularly reviewing the Terms. You hereby agree that your continued use of HERE Products constitutes your compelling evidence of your consent to any changes and modification. If you do not agree to the modifications to the Terms, you may not continue to use HERE Products.

### **16) Intellectual Property**

HERE and its suppliers retain all intellectual property and other rights, title and interest in HERE Products and in all other HERE products, content, software and other properties provided or used through HERE Products.

### **17) Term and Termination**

The agreement under the Terms becomes valid when you have accepted the Terms or start using HERE Products, whichever occurs earlier. You may terminate (opzeggen) the agreement under the Terms at any

time by ceasing to use HERE Products and any and all rights granted to you by HERE under these Terms will automatically and immediately be revoked. HERE may suspend your access to HERE Products or terminate (ontbinden) agreement (a) with immediate effect and without a prior notice in case you are in breach of the Terms or HERE reasonably believes that you are in breach of the Terms or applicable law or have not used HERE Products for a period of six (6) months; and (b) for any reason with three (3) months prior written notice. The provisions of the Terms that are intended to survive termination, such as all rights granted by you to HERE and any indemnifications provided by you to HERE, remain valid after termination.

#### **18) US Government End Users**

HERE Products are "Commercial Items" as that term is defined at 48 C.F.R. 2.101 and may only be licensed to United States Government end users as Commercial Items in accordance with the Terms.

#### **19) Copyright Infringement Notices**

If you believe that your copyrights have been infringed in HERE Products you may provide a notice by (a) email with "Copyright Infringement Notice" in the subject line to copyrightsnotices@here.com, (b) by mailing a document titled "Copyright Infringement Notice" to HERE North America LLC, Attn: Copyright Agent/Legal Department, 425 W. Randolph Street, Chicago, Illinois 60606, USA or (c) via an online form, if available. In your notice you must:

- identify the original copyrighted work you claim is infringed;
- identify the content in HERE Products that you claim is infringing the copyrighted work and where it is located;
- provide your full name, mailing address, telephone number, and email address;
- provide a statement that you have a good faith belief that the disputed is not authorized by the copyright owner, its agent, or the law;
- provide a statement by you, made under penalty of perjury, that the information provided is accurate and that you are the copyright owner, or are authorized to act on behalf of the copyright owner of an exclusive right that is claimed to be infringed; and
- provide your physical or electronic signature.

#### **20) Order of Precedence**

You may have executed a separate agreement with HERE for the use of HERE Products. In case of any conflict between such separate agreement and the Terms, the terms of the separate agreement prevail.

#### **21) Miscellaneous**

The Terms are between you and HERE, except to the extent explicitly mentioned otherwise in these Terms. If a provision in the Terms is not enforceable under applicable mandatory law (dwingend recht), then the unenforceable part of the provision shall be removed, and the other provisions remain in full force and effect. There will not be any waiver of HERE's rights unless expressly agreed to by HERE in writing. You may not assign or transfer your rights and obligations under the Terms without HERE's express written consent. HERE may assign its rights and obligations under the Terms to its corporate parent, its subsidiaries, or to any company under common control with HERE. Additionally, HERE may assign its rights and obligations under the Terms to a third party in connection with a merger, acquisition, sale of assets or by operation of law.

## **22) Accessing HERE Products via iOS**

If you are using HERE Products via mobile apps available in the Apple App-store, the following terms will also apply:

Apple Inc. ("Apple") is not a party to these Terms and HERE is responsible for the offering and content of HERE Products via mobile apps of HERE and its partners in the Apple App-store. To the extent that these Terms deviate from Apple's Media Services Terms and Conditions, the latter terms apply and shall have priority and you hereby acknowledge that you have had the opportunity to review them. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the HERE Products and related mobile apps. In the event of any failure of HERE Products and mobile apps used to access HERE Products to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the mobile app to you (if any). To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the HERE Products and the mobile app used to access HERE Products, and Apple shall not be liable for any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and that (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of the Terms if you access HERE Products via iOS, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce this clause of the Terms against you as a third-party beneficiary.