IT Software and Services Contract

UTA CONTRACT NO. 23-03738CG

Operations Work Assignment and Tracking System

THIS IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT ("Contract") is entered into and made effective as of the date of last signature below. ("Effective Date") by and between Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("UTA"), and Trapeze Software Group Inc.**,** a Delaware corporation (the "Contractor" or "Trapeze").

RECITALS

WHEREAS, on September 8, 2023, UTA received competitive proposals to provide an Operations Work Assignment and Tracking System and (as applicable) all associated software, installation services, commissioning and testing services, training and documentation (collectively, the "Solution")

AND WHEREAS, UTA wishes to procure, and Trapeze wishes to supply, the Solution in accordance with the terms and conditions of this Contract, and as may be further refined, specified, detailed and mutually agreed upon in accordance herewith; and

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. DEFINITIONS

Documentation: shall mean the Enterprise Asset Management (EAM); Workforce management (WM); Risk, Incident Management and Safety Compliance (RISC) product (as described in the attached Exhibit B) user manuals, product software documentation and product training materials pertaining to the Trapeze Software

End of Life or EOL: shall refer to when Trapeze decides to cease support (as such support is described in the attached Exhibit B for the Software

SaaS Terms & Conditions: shall mean the “Trapeze SaaS Terms and Conditions” as set forth in Exhibit A of this Contract, which govern the provision, use, and access to the [Insert Product Name] (the “SaaS Product”) and any related services (the “SaaS Services”, collectively with the SaaS Product, the “SaaS Scope” and together with the Software and Services, the "Solution")

Services: shall mean those services as outlined in the attached Exhibit B excluding the SaaS Services and Subscription Services (as defined in the SaaS Terms & Conditions)

Software: shall refer to both the Trapeze Software and Third-Party Software collectively as described in the attached Exhibit B

Software under Maintenance: shall mean the Trapeze Software designated in Exhibit B as eligible for maintenance support described in Exhibit D

Third Party Software: shall mean any licensed software products, as further may be outlined in Exhibit B, that are provided hereunder which are not Trapeze intellectual property

2. SOFTWARE AND ASSOCIATED SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor hereby agrees to furnish and deliver the Solution in accordance with and as described in the Contract and as may be further refined, specified, detailed and mutually agreed upon in accordance herewith.

The parties hereby acknowledge that changes to the scope of services may become necessary as the result of changed conditions during the term of this Contract, and the parties hereby agree to negotiate such changes in good faith. However, any changes to the scope of services must be made in writing signed by both parties.

3. TERM

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect for purchases of Software and Services (made via purchase order or other agreed order method) during a seven (7) - year period expiring on the seven (7) year anniversary of the Effective Date. Trapeze and UTA shall have the option to extend this Contract, if necessary, to accomplish additional tasks that are mutually agreed to by the parties. Such extension may only be exercised upon mutual agreement by Trapeze and UTA, evidenced in writing, at least thirty (30) days prior to the expiration of the initial term. The rights and obligations of Trapeze and UTA under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

4. **SOFTWARE LICENSE**

In consideration of payments to be made by UTA to Contractor as set out below, Contractor agrees as follows:

(a) Contractor hereby grants to UTA 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 Contractor and on hardware approved by Contractor as of the License Date referred to in Exhibit B ("**License Date**"), restricted to the places of business of UTA, for UTA's own operations, in accordance with the operational characteristics described in Exhibit B.

(b) Contractor hereby grants to UTA a personal, non-transferable, non-exclusive license to use the Documentation as of the License Date, but only as required to exercise the Software license granted herein.

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

(d) The license to use the database underlying the Software ("**Trapeze Transit Database**") is granted to UTA solely for the development of internal reports by UTA and for the integrated operation of the Software components. Unless expressly included herein all other access rights to the Trapeze Transit Database are excluded from this Contract, and UTA shall not develop or use, or authorize the development or use of, any other interfaces to or from the Trapeze Transit Database. Notwithstanding the previous two sentences, UTA may develop interfaces the Trapeze Transit Database either (i) on its own based on the information and Documentation provided by Contractor to extract data for its internal benefit, so long as such interfaces do not write to, edit, modify or materially degrade the performance of the Trapeze Transit Database or (ii) to a Contractor-published application programming interface, which may be licensed from Contractor. However, UTA shall retain ownership of the raw data that is inputted into the Trapeze Transit Database and any data generated thereof.

(e) In the case of any third-party equipment, Third Party Software, related documentation, or third-party services provided under this Contract, such third party shall retain all rights in patents, copyrights, trademarks, trade secrets, and any other intellectual property. The terms and restrictions of the license grants contained in this Section 4 in addition to any other terms required by any third-party licensor(s), will apply to the use of any Third Party Software and related documentation, and the licensors of such Third Party Software are third party beneficiaries of the rights

granted under those terms. Where required, UTA shall enter into a separate end-user-license agreement depending on the product(s) procured. UTA may only transfer any Software or Third-Party Software embedded with any equipment in accordance with the terms and conditions of this Contract and/or applicable terms required by any third-party licensor(s) that apply to the Third Party Software.

(f) Other than the rights of use expressly conferred upon UTA by this paragraph, UTA shall have no further rights to use the Software, Third Party Software, or the Documentation, and shall not copy, reproduce, modify, adapt, reverse engineer, disassemble or translate them, without the express written authority of Contractor. Contractor shall retain all rights in patents, copyrights, trademarks, trade secrets, and any other intellectual property whether pre-existing or developed under this Contract. Furthermore, neither this Contract nor the delivery of any Services hereunder shall be construed as granting, either by estoppel or otherwise, any right in, or license under, any present or future data, drawings, plans, ideas or methods disclosed in this Contract or under any invention, patent, copyright or trade secret now or hereafter owned or controlled by Contractor. UTA agrees to: (i) take reasonable steps to maintain Contractor's and/or its subcontractors' intellectual property rights; (ii) not sell, transfer, publish, display, disclose, or make available the Software, Third Party Software or Documentation, or copies of the Software, Third Party Software or Documentation, to third parties except where UTA may disclose software to designated government representatives under a nondisclosure agreement executed by both parties, (iii) not use or allow to be used, the Software, Third Party Software or Documentation either directly or indirectly for the benefit of any other person or entity, and (iv) not use the Software or Documentation, along with its updates, patches or upgrades, on any equipment other than the equipment on which it was originally installed, without Contractor's written consent.

5. SOFTWARE SERVICES

As applicable, in accordance with the terms of Exhibit B, Contractor will perform Services related to UTA's use of Software. Such Services may include installation, modification, testing, training, and additional services as described in the attached Exhibit B and/or in the attached Exhibit D in the case of maintenance services ("Maintenance Services").

The parties agree that certain additional Services, including but not limited to training, installation, or testing, may be added by the parties' representatives via a Change Order under this Contract. The parties agree that pricing and scope of such additional Services will be finalized between the project managers and any Change Orders or purchase orders associated with such additional Services shall be governed by the terms of this Contract, notwithstanding the presence of any standard terms and conditions associated with such Change Orders.

6. SOFTWARE ACCEPTANCE

Upon completing the delivery, installation, and testing of the Software, Contractor will notify UTA in writing. UTA will then have ten (10) business days in which to conduct acceptance tests (as described in the attached Exhibit B) in order to ensure that the Software operates in all material respects as specified in the Documentation (the "Acceptance Period"). At the end of the Acceptance Period, UTA will be deemed to accept the Software unless Contractor receives prior written notice outlining the nature of the Significant Failures in the Software. Furthermore, if UTA puts the Software into operational and functional use prior to the expiration of the Acceptance Period, UTA will be deemed to accept the Software at the time of such usage. The Software will be deemed to be in operational and functional use when UTA first uses the Software to support its then current operations in any capacity. The acceptance date for the Software will be established based on the earlier of these two occurrences: either the end of the Acceptance Period without written notification of Significant Failures, or the initial operational and functional use of the Software by UTA.

A "Significant Failure" will mean a failure of the Software to function in accordance with the requirements of the Documentation, where such a failure causes the Software to be inoperable or significantly impairs the functionality of the Software such that there is a critical impact on business operations. Failures that are, without limitation, the result of any operator error, UTA's or its subcontractors' actions or omissions, abuse or misuse of the products or invalid or incorrect data entry by call takers or operators will not be considered in evaluating successful operation.

7. SOFTWARE MAINTENANCE

During any warranty period and for any annual support period for Software under Maintenance, for which maintenance fees have been paid in full by UTA, and the Software under Maintenance has not reached its End of Life:

a. Contractor will maintain (i) the Software so that it operates in conformity in all material respects with the descriptions and specifications for the Software set forth in the Documentation, and (ii) one (1) instance of the Software in a test environment and one (1) additional instance of the Software in a production environment.

b. In the event that UTA detects any errors or defects in the Software, Contractor will provide Maintenance Services in accordance with Exhibit D (Customer Care Service Level Objectives) . Maintenance Services are available through a telephone software support line from Monday to Friday, 8 am to 8 pm EST (Except North American holidays) and an available twenty-four hours per day line for emergency support in accordance with the Contractor Service Standards. Upon registration by UTA, Contractor will also provide UTA with access to its software support website.

c. Contractor will post notices of available upgrades of the Software under Maintenance on its website and copies of the release notes for download. Contractor will provide UTA with upgrades of the Software at no additional license fee charge, but there may be license fees charged with regards to Third-Party Software. Upgrades shall be performed during normal business hours. After hours support shall be performed in accordance with standard Customer Care practices as set forth in Exhibit D, Customer Care Service Level Objectives.

d. UTA shall provide Contractor with remote access to UTA's computers on which the Software under Maintenance is installed. Contractor shall provide any updates or upgrades to the Software under Maintenance via remote connection. Should UTA request or the nature of the upgrade requires any on-site maintenance and support services, Contractor reserves the right to charge its standard applicable service fees plus expenses related to such services.

e. Contractor may issue service notifications indicating recommended or mandatory changes to the Software under Maintenance covered under this Contract.

f. Upgrades will be provided with updated Documentation where available and appropriate.

g. Documentation for Software Difficulty: Upon the identification of a possible fault or difficulty within any of the Software to be supported hereunder, UTA shall promptly issue a trouble report to Contractor that shall include the following information:

   i. Date of performance anomaly;
   ii. Software module in question and location of where Software is installed;
   iii. Detailed system description of performance anomaly;
   iv. Version number of Software and severity/impact to UTA's operations;
   v. Contact name and phone number.

   The trouble report information may also be communicated verbally to Contractor via telephone. Contractor shall forward the trouble report to the designated repair technician.

h. <u>Software Excluded from Maintenance:</u> The parties agree that the above Maintenance Services shall not apply to maintenance of Third-Party Software and Contractor shall be under no obligation to provide any maintenance Services to UTA with respect to such third-party Software. Contractor shall be the first point of contact with respect to embedded Third Party software, but remedial services may be required from the respective third party provider. The parties further agree that the above maintenance services shall not include services which may be required to identify or correct errors, defects, or performance issues in the Software which are caused by the actions or omissions of UTA, its employees, contractors or vehicle riders described in the following sentence. In the event that Software is subjected to any of the conditions below by UTA or any third parties, such Software shall be excluded from maintenance service coverage:

i. Software subjected to negligence;
ii. Software subjected to cannibalization or vandalism;
iii. Software subjected to alteration or repair in a manner which conflicts with Contractor's written repair procedures, specifications, or license terms;
iv. Software subjected to inadequate handling;
v. Software subjected to fire, wind, flood, leakage, collapse, lightning, explosion, or other Acts of God, including but not limited to acts of war (declared or undeclared), terrorism, or the public enemy; and
vi. Software altered as a result of third party service bulletins.

i. Disclaimer: Contractor does not represent or warrant that the Software under Maintenance shall meet any or all of UTA's particular requirements; or the operation of the Software under Maintenance shall be error-free or uninterrupted. Additionally, Contractor makes no representations with respect to any third-party tablets that are procured by UTA. UTA's sole and exclusive remedy and Contractor's entire obligation for breach of the obligations hereunder shall be to either repair or replace the defective Software under Maintenance.

8. **END OF LIFE ("EOL")**
   a. Contractor will notify UTA at least 18 months before EOL.
   b. Support During Notice Period: Contractor will provide regular support until the EOL date as described in the attached Exhibit B.
   c. Post-EOL: After EOL, Contractor has no obligation to provide support or updates. Extended support may be available under a separate agreement.
   d. License Post-EOL: UTA may continue using the last version of the Software with no further support.
   e. Disclaimer of Warranties Post-EOL: Should UTA continue to use the Software Post-EOL, the Software is provided "as is" with all faults, and without warranty of any kind. Contractor hereby disclaims all warranties, whether express, implied, statutory, or otherwise, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. UTA assumes full responsibility for the continued use of the Software post-EOL and agrees that Contractor is not liable for any claims or damages arising from such use, including but not limited to any failure of the Software to perform as expected, comply with specifications, or adhere to documentation.

9. **COMPENSATION AND FEES**

UTA shall pay Contractor in accordance with the payment milestones or other terms described in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be invoiced after the Software have been delivered and the Services have been performed.

10. **INCORPORATED DOCUMENTS**

The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:

1. The terms and conditions of this Software and Associated Services Supply Agreement (including any exhibits and attachments hereto).

2. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the software and services;

3. Contractor's Proposal including, without limitation, all federal certifications (as applicable);

The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

11. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

1. Software and Associated Services Supply Contract including Exhibits B, C and D but excluding Exhibit A (Trapeze Subscription License)

2. For any and all matters specifically related to the SaaS Scope of this Contract, the SaaS Terms and Conditions outlined in Exhibit A shall have overriding authority. Where Exhibit A is silent or does not explicitly address certain issues, the terms set forth in the Software and Associated Services Supply Contract (including Exhibits B, C, and D) will then apply

3. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the software and services

4. Contractor's Bid or Proposal including proposed terms or conditions

12. **LAWS AND REGULATIONS**

The Solution furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and environmental protection. Contractor shall also comply with all applicable licensure and certification requirements.

13. **INVOICING PROCEDURES**

a. Contractor shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit B. If Exhibit B does not specify invoice instructions, then Contractor shall invoice UTA after delivery of all Software and satisfactory performance of all Services. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation including cost and pricing data demonstrating Contractor's entitlement to the requested payment must be submitted with each invoice.

b. Contractor shall invoice UTA after delivery of all Software and satisfactory performance of all Services in accordance with Exhibit B. Contractor shall submit invoices to ap@rideuta.com for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
    i. Contractor Name
    ii. Unique Invoice Number
    iii. PO Number
    iv. Invoice Date
    v. Detailed Description of Charges

c. . Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

d. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. Invoices not submitted electronically shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.

e. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Software or Service provided, line-item pricing, total amount due, and must be submitted electronically to ap@rideuta.com.

8. **WARRANTY OF SOFTWARE AND SERVICES**

a. Contractor warrants that all Software and Services shall conform in all material respects to the specifications, drawings, standards, samples, and other descriptions as applicable and set forth in this Contract, the attached Exhibit B and/or the Documentation.

b. Contractor warrants the individual Software component to operate in all material respects as specified in the Documentation for a period of one hundred and twenty (120) days from the date upon which the individual Software component is installed. For any breach of this warranty, UTA's sole and exclusive remedy and Contractor's entire obligation hereunder shall be to either repair or replace the defective Software. This warranty does not apply to any Software damaged as a result of any accident, negligence, use in any application for which it was not designed or intended, or modification without the prior written consent of Contractor.

c. Notwithstanding, no warranty is provided or included by Contractor with respect to any third party licensed products including any embedded third-party software or equipment. Contractor shall flow through any and all third-party warranty terms that may apply. Contractor agrees that it shall be the first point of contact for corrective or remedial services with respect to any embedded software, however specific support and upgrades for such embedded software shall be delivered through the applicable third-party provider. Any third-party licenses or services required to migrate the Software due to any future upgrade or migration of the embedded software are not included in the pricing under this Contract and will be separately quoted by Contractor.

d. Contractor warrants that the Solution complies with all applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.

e. The foregoing warranties are 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. Contractor does not represent or warrant that the Software will meet all of UTA's particular requirements, or that the operation of the Software will operate 100% error-free or uninterrupted, or that all program errors in the Software can be found in order to be corrected.

9. **GENERAL INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitee(s)") from and against all third party claims, actions, direct damages, losses, and expenses including without limitation reasonable attorneys' fees and verifiable costs (hereinafter referred to collectively as "claim(s)") directly related to bodily injury, including death, or loss or damage to tangible or real property to the extent caused by the willful misconduct or gross negligence of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim arising directly out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, Contractor shall indemnify Indemnitees for such claim directly arising from under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

10. **LIMITATION OF LIABILITY**

a. Contractor and UTA 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 Contract or not) other than as expressly set out in this Contract. The only remedy available to UTA for breach of warranty is for breach of contract under the terms of this Contract. This does not preclude a claim for fraud.

b. Contractor does not guarantee the privacy, security, authenticity or non-corruption of any information transmitted through the internet or any mobile or wireless network, or any information stored in any system connected to the internet or to any mobile or wireless network. Contractor shall not be responsible for any claims, damages, costs or losses whatsoever arising out of UTA's connection to or use of the internet or of any mobile or wireless network.

c. Contractor will not be liable to UTA or any third party for any claims, expenses, damages, costs, or losses whatsoever arising out of

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

(ii) UTA's use of the Solution insofar as the Solution may be used to store transmit display or otherwise use data or information which is considered private, confidential, proprietary or otherwise exempt from applicable public disclosure law

d. Contractor will not be liable to UTA or any third party for losses or damages suffered by UTA or any third party which fall within the following categories:

i. incidental, consequential, special, exemplary or punitive damages, whether foreseeable or not;
ii. special damages even if Contractor was aware of circumstances in which special damages could arise;
iii. indirect damages, including those for loss of profits, anticipated savings, business opportunity, goodwill, or loss of information of any kind, whether foreseeable or not.

e. Notwithstanding any other provision of this Contract, the total aggregate liability of the Contractor to UTA under or in connection with this Contract, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the sum of 9 million USD. This limit shall apply to all claims, actions, direct damages, losses, and expenses including without limitation reasonable attorneys' fees and verifiable costs. The only exception to this limit on liability, in accordance with applicable law, is for reasonably foreseeable loss or damage caused by the Contractor's gross negligence or willful misconduct. This clause is intended to be as broad and inclusive as permitted by those laws. If any portion of this clause is held invalid, the remainder shall continue in full legal force and effect.

11. **INSURANCE REQUIREMENTS**

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. UTA in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written

on a “following form” basis.

1. Commercial General Liability – Occurrence Form

   Policy shall include bodily injury, property damage and broad form contractual liability coverage.

   - General Aggregate $4,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Each Occurrence $2,000,000

   a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Automobile Liability

   Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

   Combined Single Limit (CSL) $2,000,000

   a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

   Workers' Compensation Statutory

   Employers' Liability

   Each Accident $100,000

   Disease – Each Employee $100,000

   Disease – Policy Limit $500,000

   a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.

   b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

   The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the scope of services of this Contract.

   Each Claim $1,000,000

   Annual Aggregate $2,000,000

   a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in this Contract are minimum limits. Larger limits may be indicated after the Contractor’s assessment of the exposure

for this Contract; for their own protection and the protection of UTA.

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to utahta@ebix.com and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at utahta@ebix.com. The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

12. **OTHER INDEMNITIES (INTENTIONALLY OMITTED)**

13. **INTELLECTUAL PROPERTY INFRINGEMENT**

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

14. **INDEPENDENT CONTRACTOR**

The parties agree that Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither Contractor nor any of Contractor's employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

15. **STANDARD OF CARE**

Contractor shall perform any Services to be provided under the Contract in a good and workmanlike manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated independent contractors (including, as applicable, professional standards of care).

16. **USE OF SUBCONTRACTORS**

a. Contractor shall give advance written notification to UTA of any proposed subcontract (not indicated in Contractor's Proposal) negotiated with respect to the work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.
b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.
c. Contractor shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Contractor receives corresponding payments from UTA.
d. Contractor shall be responsible for and direct all work performed by subcontractors.
e. Contractor agrees that no subcontracts shall provide for payment on a cost-plus-

percentage-of-cost basis. Contractor further agrees that all subcontracts shall comply with all applicable laws

17. **CONTRACTOR SAFETY COMPLIANCE**

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems Management Company. Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety, environmental Management and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA EMS and Safety Management principles. Contractor acknowledges that its Software and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Software and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

18. **SECURITY FEATURES**

The proposed solution must have a high level of cyber security and have a unique URL for UTA. All UTA data must be kept in a separate database and never commingled with other customers' data. Activity auditing must be available for all actions and be trackable by user. Specific technical details of the security measures in place should be include in the submission for review by UTA's Information Security team. **Proposed solution must comply with UTA Security Requirements for SaaS/Customed Developed Systems found at Exhibit C.**

19. **ASSIGNMENT OF CONTRACT**

Contractor shall not assign any of its rights or responsibilities, nor delegate its obligations, under this Contract or any part hereof without the prior written consent of UTA, and any attempted transfer in violation of this restriction shall be void. Notwithstanding the foregoing, this Contract, may be assigned by Contractor by way of merger or acquisition.

20. **ENVIRONMENTAL RESPONSIBILITY**

UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its Software and/or Services might affect UTA's ability to maintain the obligation of the EMS. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website www.rideuta.com. Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Software and/or Services under the

Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

21. **TERMINATION**

a. **FOR CONVENIENCE**: Should UTA experience a shortfall in the public funding required to continue funding this contract, it shall have the right to terminate the Contract for convenience by providing ninety (90) calendar days' prior written notice to Contractor, such notice shall contain the effective date of such termination. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs, at UTA's sole expense.

b. **FOR DEFAULT:** If either party (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, the non-defaulting party may, in its discretion, after first giving the defaulting party thirty (30) days written notice to cure such default:
    1. Terminate the Contract (in whole or in part) for default and obtain the Software and Services using other contractors or its own forces, in which event the defaulting party shall be liable for all reasonable incremental costs so incurred by the non-defaulting party;
    2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
    3. Except to the extent limited by the Contract, pursue other remedies available at law.

c. **CONTRACTOR'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Contractor shall immediately discontinue all work affected (unless the notice directs otherwise). . Contractor shall also remit a final invoice for all Services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination.

d. **UTA'S POST TERMINATION OBLIGATIONS:**

    a. Notice of Termination: In the event of termination, except when initiated by UTA for default, both parties shall immediately begin efforts to jointly determine the project milestones' completion percentage upon receiving a notice of termination. This determination should be undertaken in good faith. If an agreement on the completion percentage is not reached by the termination's effective date, the most recently agreed-upon schedule will then be used to calculate the completion percentage.

    b. Calculation of Termination Payment:
        i. **Complete Milestones:** The Contractor will be entitled to full payment for all milestones that have are complete as of the termination effective date.

ii. **Incomplete Milestones:** For milestones in progress at the time of termination, a proportional payment will be calculated. This is derived by applying the percentage of completion, as per the latest schedule, to the designated value of these milestones or as may be mutual agreed in writing between the Parties in accordance with this Section 21.

iii. Overall Settlement Amount: The termination payment will be calculated by adding the full amount for completed milestones and the prorated amount for incomplete milestones, as established in accordance with this Section 21. From this combined total, any prior payments made by UTA for these milestones will be subtracted. The resulting sum will be the final termination payment due from UTA to the Contractor, to be paid within 30 days of the termination effective date.

iv. **Reimbursement of Costs:** In addition to the termination payout, the Contractor shall be entitled to reimbursement for all actual and verifiable costs directly caused by the early termination of this Contract. Such costs must be substantiated with appropriate documentation and shall be subject to review and approval by UTA, which shall not be unreasonably withheld. Costs shall be conclusively deemed approved if UTA does not respond within 30 days following submission of such costs by the Contractor.

v. **Final Settlement:** The termination payout, together with the reimbursement of actual and verifiable costs, shall constitute a full and final settlement of the claims of the Contractor against UTA under this Contract. Upon payment of these amounts to the Contractor, the Contractor shall have no further claims against UTA related to the early termination.

22. **CHANGES**

a. UTA's Project Manager or designee may, at any time, by written Change Order, direct changes in the work including, but not limited to, changes:

   a. In the scope of services;
   b. In the method or manner of performance of the work; or
   c. In the schedule or completion dates applicable to the work.

To the extent that any change in work directed by UTA causes an impact to: (i) Contractor's cost of performing the work; or (ii) the time required for the work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Contractor whole with respect to the impacts of such change.

b. A change in the work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Contractor to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Contractor without such written authority shall be at Contractor's sole risk. Contractor shall not be entitled to rely on any other manner or method of direction.

c. Contractor shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the work if: (i) subsequent to the Effective

Date of this Contract, there is a change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which modify the magnitude, character or complexity of the work from what should have been reasonably assumed by Contractor based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in work, Contractor must give UTA's Project Manager or designee written notice stating:

a. The date, circumstances, and source of the change; and
b. That Contractor regards the identified item as a change in work giving rise to an adjustment in this Contract.

Contractor must provide notice of a "constructive" change and assert its right to an equitable adjustment under this Section within ten (10) business days after Contractor becomes aware of the facts and circumstances giving rise to the "constructive" change.

d. As soon as practicable, but in no event longer than thirty (30) days after providing notice, Contractor must provide UTA with information and documentation reasonably demonstrating the cost and schedule impacts associated with any change in work. Equitable adjustments will be made via Change Order. Any dispute regarding the Contractor's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with this Contract.

23. **INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any time and material based billings allowable under Exhibit B (or any other provision of the Contract). Such records shall include, without limitation, rate sheets and other documentation related to the Contractor's performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor charges under this Contract. Contractor shall also retain other books and records related to the performance, quality or management of the Contract and/or Contractor's compliance with the Contract. Records shall be retained by Contractor for a period of at least six (6) years, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times at Contractor's facility for audit and inspection by UTA and other authorized auditing parties, at UTA's sole expense. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Contract at any tier. Contractor shall not disclose any information that pertains to profit margin.

Software may contain or, subject to five (5) days written prior notice Contractor will have the right to install, a reporting tool that audits and transmits information periodically to Contractor regarding the usage and operational characteristics of the Software. The purpose of any audit will be to verify compliance with the terms and conditions of this Contract. UTA acknowledges that the Software may include license keys, password protection, anti-copying subroutines and other security measures designed to limit usage of the Software to that which is licensed hereunder. Such

measures shall not interfere with UTA's normal and permitted operation of the Software as licensed hereunder. UTA and Contractor will amend the Contract to account for any increased operational characteristics revealed by an audit and UTA shall promptly pay to Contractor any amounts shown by any audits to be owing to Contractor.

24. **FINDINGS CONFIDENTIAL**

Subject to subsection a) below, any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Contractor or subcontractor under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Contractor without consent in writing from UTA. If confidential information is released to any third party without UTA's written consent as described above, Contractor shall notify UTA of the data breach within ten (10) days and provide its plan for immediate mitigation of the breach for review and approval by UTA.

a. It is hereby agreed that the following information is not considered to be confidential:
   A. Information already in the public domain.
   B. Documents, reports, information, or other data and materials prepared or assembled by Contractor or subcontractor under the Contract as part of it's regular course of business and/or that does not contain information and/or data specific to UTA
   C. Information disclosed to Contractor by a third party who is not under a confidentiality obligation.
   D. Information developed by or in the custody of Contractor before entering into this Contract.
   E. Information developed by Contractor through its work with other clients; and
   F. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

25. **PUBLIC INFORMATION**

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Contractor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

UTA shall not communicate with representatives of the general or technical press, radio, television or other communications media regarding the work under this Contract without prior written consent of Contractor, which such consent shall not be unreasonably withheld. Neither UTA nor any of its personnel shall publish or reproduce or arrange press releases regarding Contractor without the prior written consent of Contractor upon such terms as may be agreeable to Contractor. Contractor reserves the right to publish the results of the work done under this Contract after concurrence from UTA.

26. **PROJECT MANAGER**

UTA's Project Manager for the Contract is Tigran Melikyan, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (385) 563-5725.

27. **CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is Chad Gonzales, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (01)287-3013.

28. **CONFLICT OF INTEREST**

Contractor represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with respect to being awarded the Contract. No member, officer, or employee of UTA during their tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

29. **NOTICES OR DEMANDS**

Any and all notices, demands or other communications required hereunder to be given by one party to the other shall be given in writing and may be electronically delivered, personally delivered, mailed by US Mail, postage prepaid, or sent by overnight courier service and addressed to such party as follows:

If to UTA:
Utah Transit Authority
ATTN: Contracts Administrator
669 West 200 South
Salt Lake City, UT 84101
C.Adminstrator@rideuta.com

If to Contractor:
Trapeze Software Group, Inc.
ATTN: Legal Dept
5060 Spectrum Way
Mississauga, ON L4W 5N5
legal@trapezegroup.com

Either party may change the address at which such party desires to receive written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

30. **CLAIMS/DISPUTE RESOLUTION**

"Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process in this Contract. Claims must be made by written notice.

Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the work pending final resolution of a Claim. UTA shall continue to pay any undisputed payments related to such Claim; provided however, in the event the Claim is not resolved within 60 days following the third escalation of the dispute, Contractor may choose to halt work until a resolution is reached and will be entitled to an interim payment described in the above Section 21(d). The responsibility to substantiate claims rests with the party making the Claim or in the case of Change Order disputes, the party requesting the change.

The parties shall attempt to informally resolve all Claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA's Project Manager/Contractor's Project Manager	Five calendar days
UTA's Chief Enterprise Strategy Ofc/Contractor's Project Sponsor – Amie Cheng, Director of Professional Services	Five calendar days
UTA's Executive Director/Contractors General Manager, Steve Sawyer	Five calendar days

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the escalation process within 30 days of the commencement of the process, it may, upon the filing of a request for arbitration by either party, be referred to and finally determined by arbitration in accordance with the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS arbitrator. If, before the expiration of the said period of 30 days, either party fails to participate or to continue to participate in the escalation process, the dispute, controversy or claim shall, upon the filing of a request for arbitration by the other party, be referred to and finally determined by arbitration in accordance with the JAMS process. The place of arbitration shall be in accordance with the venue provisions of this Contract. The language to be used in the arbitral proceedings shall be English. The dispute, controversy or claim referred to arbitration shall be decided in accordance with the law of the governing law provisions of this Contract.

31. **GOVERNING LAW**

The validity, interpretation and performance of the Contract shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of the Contract that cannot be solved to the mutual agreement of the parties shall be brought in a court of competent jurisdiction in State of Utah. Contractor consents to the jurisdiction of such courts.

32. **COSTS AND ATTORNEY FEES**

If any party to this Contract brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal.

33. **UTAH ANTI-BOYCOTT OF ISRAEL ACT**

Contractor agrees that will be not engage in any type of boycott against the State of Israel for the duration of this Contract.

34. **SEVERABILITY**

Any provision of the Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Contract.

35. **AMENDMENTS**

Any amendment to the Contract must be in writing and executed by the authorized representatives of each party.

36. **FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including, but not limited to fire, riot, acts of God and/or war which are beyond that party's reasonable control. In the event of such delay, Trapeze is entitled to a day for day extension. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

37. **NO THIRD-PARTY BENEFICIARIES**

The parties enter into the Contract for the sole benefit of the parties, in exclusion of any third party, and no third-party beneficiary is intended or created by the execution of the Contract.

38. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.

39. **COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

40. **NONWAIVER**

No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

41. **SALES TAX EXEMPT**

Purchases of certain materials are exempt from Utah sales tax. UTA will provide a sales tax exemption certificate to Contractor upon request. UTA will not pay Contractor for sales taxes for exempt purchases, and such taxes should not be included in Contractor's Application for Payment.

42. **SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 7, 9, 10, 11, 12, 13, 15, 17, 18, 19 ,21, 23, 24,25, 30, 31, 32, and 40.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers duly authorized to execute the same as of the date of last signature below.

(Signature page follows)

39. **COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

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IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers duly authorized to execute the same as of the date of last signature below.

UTAH TRANSIT AUTHORITY:

By_____

By_____

By_____

TRAPEZE SOFTWARE GROUP, INC.

By Mark Miller

Name Mark Miller

Title Director

By Brian Beattie

Name Brian Beattie

Title Director

Approved as to Form

DocuSigned by:
Mike Bell
70E33A415BA44F6...

11/30/2023

UTA Legal Counsel

EXHIBIT A
TRAPEZE SaaS TERMS AND CONDITIONS (the "Agreement")

For the purposes of this Exhibit A, where a term is explicitly defined herein, such definition shall prevail over any definition of the same term in the main Contract. If a term used in this Exhibit A is not defined within its context, it shall be interpreted in accordance with its definition as provided in the main Contract

Subscription Services. Trapeze will make available to UTA (on a non-exclusive basis) the Subscription Services indicated in the attached as Exhibit B to this Contract (the "**Services**"). UTA agrees that its purchase of a subscription to the Subscription Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Trapeze regarding future functionality or features.

1. **Restrictions.** Unless specifically indicated otherwise in the attached Exhibit B, UTA will use the Subscription Services only for its own, internal business purposes. UTA will not: (i) resell, license, rent, transfer, assign, copy, frame, or mirror any part or content of the Subscription Services; (ii) make the Subscription Services available for timesharing or service bureau purposes; or (iii) otherwise provide access to the Subscription Services to any third-party, except as such third-party access is expressly agreed to between the parties. UTA will not, subject to any non-waivable rights UTA may enjoy under applicable law, directly or indirectly: (i) reverse engineer, create derivative works, decompile, disassemble, or otherwise attempt to discover, the source code or underlying structure, ideas, know-how or algorithms relevant to the Subscription Services or any software, documentation or data related to the Subscription Services; (ii) interfere with or disrupt the integrity or performance of the Subscription Services or third-party data contained therein; (iii) attempt to gain unauthorized access to the Subscription Services or its related systems or networks; (iv) modify, translate, or create derivative works based on the Subscription Services; or (v) remove, modify, or obscure, any proprietary notices, markings, or labels. UTA may not access or use the Subscription Services or Trapeze's content or property (including but not limited to marketing and promotional materials), in order to build, support, or assist a third-party in building or supporting products or services that compete with Trapeze or its offerings.

2. **Trapeze Software.** Trapeze may provide UTA with the ability to obtain certain Trapeze software for use with the Subscription Services. If Trapeze provides Trapeze software to UTA and does not specify separate terms for such software, then such Trapeze software is provided as part of the Subscription Services and UTA has the non-exclusive, worldwide, limited right to use such Trapeze software, subject to the terms of this agreement (except for separately licensed elements of the Trapeze software, which separately licensed elements are governed by the applicable separate terms), solely to facilitate UTA's use of the Subscription Services. UTA may allow its users to use the Trapeze software for this purpose, and UTA is responsible for their compliance with the license terms. UTA's right to use any Trapeze software will terminate on the earlier of Trapeze's notice (by web posting or otherwise) or the end of the Subscription Services associated with the Trapeze software. Notwithstanding the foregoing, if Trapeze software is licensed to UTA under separate terms, then UTA's use of such software is governed by the separate terms. UTA's right to use any part of the Trapeze software that is licensed under the separate terms is not restricted in any way by this Agreement.

3. **Suspension.** Trapeze may suspend UTA's access to or use of the Subscription Services if it believes (a) there is a significant threat to the functionality, security, integrity, or availability of the Subscription Services or any content, data, or applications in the Subscription Services; (b) UTA is accessing or using the Subscription Services to commit an illegal act; or (c) there is a violation of the acceptable use or restrictions described herein. When reasonably practicable and lawfully permitted, Trapeze will provide UTA with advance notice of any such suspension. Trapeze will use reasonable efforts to re-establish the Subscription Services promptly after it determines that the issue causing the suspension has been resolved.

4. **Technical Support.** Trapeze will provide UTA with reasonable technical support services ("**Technical Support**") in accordance with Trapeze's standard practice during standard business hours. UTA acknowledges and agrees that Technical Support is intended to address specific problems experienced by UTA relating to the Subscription Services and is not intended to train UTA's employees or to support third-party products ("**Other Assistance**"). Trapeze will advise UTA during a support session if Trapeze considers such request to constitute Other Assistance. If the problem reported by UTA to Trapeze is the result of hardware malfunction (not relating to Supported Hardware where such service is specified in Exhibit B) or other causes external to the Subscription Services, Trapeze will advise UTA to have the hardware/network repaired. Support resulting from hardware/network problems or issues associated with third-party products or services will be billed to UTA at Trapeze's then-current hourly rates.

5. **Integrations/Interfaces.** Integrations or interfaces to third-party vendor systems may be available, as indicated in the documentation associated with the Subscription Services. To the extent such third-party vendor system integrations or interfaces are available, Trapeze will install or make available the integrations or interfaces as agreed between the parties. UTA will act as a liaison between Trapeze and any third-party vendor(s) with which the Subscription Services will integrate or interface. UTA will have its third-party vendor available at the time that Trapeze is scheduled to connect the integration or interface and to assist

with such connection, as required by Trapeze. Transactions processed by a third-party vendor system may be subject to separate licensing requirements. UTA acknowledges and agrees that it has the sole obligation to obtain, or cause its third-party vendor to obtain, all such licenses.

6. **UTA Development and Enhancement Requests.** This Agreement does not include any programming services for custom development or modifications. Such work, if negotiated and agreed to between Trapeze and UTA, will be the subject of a separate agreement for development services between the parties. UTA further acknowledges that the Subscription Services are a major and valuable asset of Trapeze's business and, as such, Trapeze will have complete control of the design and development of the Subscription Services, including with respect to any enhancements and modifications. Therefore, Trapeze has the right, and sole discretion, to reject any request for enhancement or modification to the Subscription Services by UTA.

7. **Products.** Trapeze agrees to provide to UTA the hardware and third-party software items (collectively, "**Products**"), if any, indicated in Exhibit B subject to the terms and conditions of this Agreement. Unless specified otherwise in Exhibit B, all Products will be shipped DAP UTA location (Incoterms 2020). UTA will be responsible for all delivery costs. Payment by UTA of delivery costs will be due and payable upon its receipt of Trapeze's invoice.

8. **Professional Services.** Trapeze will provide UTA with the Professional Services, if any, set forth in Exhibit B ("**Professional Services**"). Subject to what is detailed in Exhibit B, such Professional Services will be scheduled as mutually agreed upon subject to Trapeze's availability following receipt by Trapeze of the signed Agreement and any related deposit. If UTA requires rescheduling of confirmed Professional Service dates, Trapeze will make commercially reasonable efforts to accommodate UTA's request and provide UTA with the next available dates based on Trapeze's then-current availability. UTA will be responsible for paying for any Professional Services that have been scheduled and confirmed between UTA and Trapeze if canceled or rescheduled by UTA less than 14 calendar days prior to the commencement of such Professional Services, unless (and only to the extent that) Trapeze is able to reschedule the resource with another UTA using commercially reasonable efforts.

9. **Payment** Terms**.** UTA agrees to pay the fees in accordance with the payment terms in the Contract.

10. **Taxes. Subject to Article 41 of the IT Software and Services Contract,** UTA will be responsible for paying all taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**") associated with UTA's purchases hereunder. Trapeze is solely responsible for taxes assessable based on Trapeze's income, property, and employees. If Trapeze has a legal obligation to pay or collect Taxes for which UTA is responsible under this Agreement, the appropriate amount will be computed based on UTA's address listed herein and invoiced to and paid by UTA, unless UTA provides Trapeze with a valid tax exemption certificate authorized by the applicable competent authority in the relevant jurisdiction (or such other form of confirmation supplied for the same purpose) at least 14 business days prior to the due date of the applicable Trapeze invoice. All fees are payable in full and without reduction or withholding for Taxes. If, for whatever reason, UTA is required by law to withhold any Taxes from fees payable hereunder, UTA will gross up its payments to Trapeze so that Trapeze receives the fees in full and free of any such deductions. UTA will, upon request of Trapeze, provide to Trapeze proof that Taxes have been paid, if such payment is not made to Trapeze directly. If Trapeze pays any costs or expenses incurred in relation to any import duties, customs, formalities, permissions, or other requirements, then UTA will promptly reimburse Trapeze for all such amounts in full.

11. **Third-Party Components.** To properly use the Subscription Services, UTA agrees it may require use of certain third-party components which, if any, will be listed in Exhibit B ("**Third-Party Components**"). Subject to Exhibit B, UTA acknowledges that Trapeze will have no responsibility for the implementation or operation of such Third-Party Components. Trapeze may provide certain notices to UTA in the program documentation, readmes or notice files and that apply to such third-party technology. The existence of a notice does not affect the terms under which third-party technology is licensed to UTA.

12. **Ownership.** UTA will own all right, title, and interest in and to any data, including digital files and unstructured content objects, entered or submitted by UTA by means of the Subscription Services (the "**UTA Data**"). At all times, Trapeze will own all intellectual property rights (including copyright) in and to (i) the Subscription Services; (ii) any software (other than any Third-Party Components) to which access may be provided by means of the Subscription Services; (iii) all upgrades, enhancements, and modifications to the Subscription Services; and (iv) any software, applications, inventions, or other technology developed in connection with the Subscription Services. Trapeze or its licensors retain all ownership and intellectual property rights to the programs, methodologies, Subscription Services, and Trapeze content.

13. **UTA Input.** Trapeze will have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Subscription Services any suggestions, enhancement requests, recommendations or other feedback provided by UTA, its employees, contractors, and agents relating to the operation or functionality of the Subscription Services (collectively, "**UTA Input**"). Trapeze will have no obligation to incorporate UTA Input into the Subscription Services. UTA will have no obligation

to provide UTA Input.

14. **Use of Logo for Promotional and Marketing Materials.** Unless indicated otherwise in Exhibit B, UTA provides Trapeze with permission to use its trademark, logo, and trade name ("**Branding**") within Trapeze's promotional and marketing materials. Trapeze is granted no other right to the Branding and acknowledges that it will not gain any proprietary interest in the same. Trapeze is under no obligation to make use of, or to provide compensation for, the right or permission granted by UTA to the Branding. Trapeze will be the exclusive owner of all right, title, and interest, including copyright in its promotional and marketing materials. The permission to use the Branding may be terminated at any time by UTA by providing Trapeze with 14 days' prior written notice. Upon such termination, Trapeze will refrain from future use of the Branding; however, Trapeze may continue to distribute and use the promotional and marketing materials where UTA's Branding has been previously printed prior to the notice of termination and where such placements cannot be discontinued or altered without Trapeze incurring any losses.

15. **Data.**

(a) UTA will have sole and exclusive responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all UTA Data, such responsibility also extends to the means by which the UTA Data was acquired. UTA will not send or store infringing, obscene, threatening, libelous or otherwise unlawful, or tortious material, including material that is harmful to children, violates third-party privacy or intellectual property rights, includes malicious code, or thatwill interfere with the integrity of the Subscription Services, or any other services or Products provided or contemplate herein.

(b) Apart from what limited information and data is strictly required for Trapeze to perform or provide the Subscription Services, Professional Services, or Products, UTA agrees that sensitive personal data may not be submitted to the Subscription Services, including images, text, sounds or other data containing or revealing government-issued identification numbers; financial information (such as credit or debit card numbers, any related security codes or passwords, and bank account numbers); racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, information concerning health or sex life; information related to an individual's physical or mental health; and information related to the provision or payment of health care. Additionally, UTA may not use the Subscription Services to create or analyze biometric identifiers such as face prints, voiceprints, fingerprints, or scans of eyes, hands or facial geometry, nor may UTA use the Subscription Services for the purposes of analyzing, profiling or targeting someone's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, age, gender, sex life, sexual orientation, criminal convictions, disability, health status or medical condition. UTA will not use the Subscription Services to (a) store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights, or (b) store or transmit malicious code (*e.g.,* code, files, scripts, agents, or programs intended to do harm, including, viruses, worms, time bombs, and Trojan horses).

(c) Unless specifically stated otherwise in Exhibit B Trapeze does not want nor does it require, nor will UTA provide or disclose (i) personal information or data, or personal identifiable information or data (each individually or together "**PII**"), as defined in the Personal Information Protection and Electronic Documents Act (PIPEDA), and other applicable legislation; (ii) personal protected health information, as defined by the Health Insurance Portability and Accountability Act (HIPAA) and other applicable legislation, ("**PHA**"); or (iii) personal financial data, or payment card data or information ("**PCI**") as defined by the Gramm-Leach-Bliley Act, the Payment Card Industry Data Security Standards, or other applicable legislation or standards, to the Subscription Services, or for any other reason specified in or contemplated by this Agreement or the services or Products provided herein. When applicable, UTA must categorize and identify its PII or PHA in accordance with ISO 27001, NIST, or an equivalent standard of equal rigor before sending it to Trapeze. Trapeze is not a payment processor, and as such is not subject to compliance with PCI standards; Trapeze does not warrant that the Subscription Services, or any other services or Products supplied in this Agreement will be compliant with payment card industry requirements. Trapeze will not accept any liability in connection with payment card industry, PII, or PHA, compliance.

(d) Each party agrees that, in the performance of its respective obligations under this Agreement, it will comply with the provisions of applicable data protection law to the extent it applies to each of them. The parties further agree that UTA is the data controller in respect of any personal data that Trapeze processes while providing services for UTA. Accordingly, Trapeze agrees that it will: (i) only process UTA's personal data to provide the Subscription Services, Professional Services, or Products, or in accordance with any lawful instructions reasonably given by UTA from time to time; (ii) implement reasonable appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing and accidental destruction or loss; (iii) include provisions which are equivalent to those in this Section in any contract with any subcontractors who will process personal data; (iv) take reasonable steps to ensure the reliability of its employees who have access to the personal data; and (v) as soon as reasonably practicable refer to UTA any requests, notices or other communication from data subjects, data protection or other law enforcement authority, for UTA to resolve.

(e) Where UTA is subject to EU data protection laws, UTA acknowledges and agrees that Trapeze may transfer personal data which it processes on UTA's behalf to countries outside the European Economic Area to provide the Subscription Services and carry out Trapeze's other obligations under this Agreement.

(f) Trapeze will notify UTA as soon as reasonably possible upon discovery of any data security incident impacting UTA Data. Trapeze will not be responsible for any loss or damage to UTA Data unless such loss or damage was caused solely, entirely, and directly by Trapeze.

(g) UTA grants to Trapeze a royalty-free, non-transferable, non-exclusive license for the term of this Agreement to use UTA Data to the extent necessary to perform the Subscription Services or Professional Services, or to deliver Product. Notwithstanding anything to the contrary, Trapeze will have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Subscription Services and related systems and technologies (including, without limitation, information concerning UTA Data and data derived therefrom), and Trapeze will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Subscription Services and for other development, diagnostic and corrective purposes in connection with the Subscription Services and other Trapeze offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business

(h) TRAPEZE RESERVES THE RIGHT AT ITS SOLE DISCRETION TO DELETE, AT ANY TIME AND FOR ANY REASON, ANY CONTENT, APPLICATION OR SOFTWARE IN THE SUBSCRIPTION SERVICES, INCLUDING BUT NOT LIMITED TO ANY UTA DATA. ANY CONTENT, APPLICATION OR SOFTWARE MAY BECOME PERMANENTLY LOST IF SO DELETED. Trapeze has no obligation to monitor the UTA Data, but at its sole discretion, may access, monitor, or review UTA's activity, and the UTA Data in the Subscription Services. UTA has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and ownership of all UTA Data.

(i) UTA will obtain at its sole expense, any rights, and consents from third-parties necessary for the UTA Data and any other third-party content or vendors' products provided by UTA that UTA uses with the Subscription Services, including such rights and consents as necessary for Trapeze to provide the Subscription Services.

16. Indemnification.

(a) Intellectual Property Infringement Indemnification in Favour of UTA. Trapeze will defend and indemnify UTA and its officers, directors, employees, agents, successors, and permitted assigns from and against costs, damages and expenses arising out of any claim brought against UTA by a third-party based on the claim that the Subscription Services, or UTA's use of the Subscription Services infringes or misappropriates any United States, Canadian, United Kingdom, European Union, Australian or New Zealand patent, copyright, trade secret, or trademark of that third-party ("**Claims**"), provided that UTA (i) notifies Trapeze in writing no later than 4 calendar days after UTA's receipt of notification of potential Claims; (ii) allows Trapeze to assume sole control of the defense of such Claim(s) and all related settlement negotiations and (iii) provides Trapeze, at Trapeze's sole cost and expense, with all reasonable assistance, information and authority necessary to perform Trapeze's obligations under this Section. Trapeze will not be liable for any infringement or Claim based upon any modification of the Subscription Services developed by UTA, or use of the Subscription Services in combination with software or other technology not supplied or approved in advance by Trapeze, or use of the Subscription Services contrary to this Agreement or the documentation related to the Subscription Services, including operator and user manuals. If the Subscription Services are held by a court of competent jurisdiction to infringe, Trapeze, at its own expense, will (a) replace or modify the Subscription Services to be non-infringing; (b) obtain for UTA a right to continue using the Subscription Services; or (c) if neither (a) nor (b) is feasible, terminate the Agreement and refund a portion of the subscription fee paid by UTA for the Subscription Services for which UTA has not yet enjoyed use of the Subscription Services, including fees or costs associated with custom development and services paid for but not yet delivered.

Further, Trapeze will not indemnify UTA to the extent that an infringement claim is based upon products or services not provided by Trapeze. Trapeze will not indemnify UTA to the extent that an infringement claim is based on any third-party content or material from a third-party portal or another external source that is accessible or made available to UTA within or by the Subscription Services (*e.g.*, a social media post from a third-party blog or forum, a third-party Web page accessed via a hyperlink, marketing data from third party data providers, etc.). Trapeze will not indemnify UTA to the extent that an infringement claim is based upon the combination of any products or services provided hereunder with any products or services not provided by Trapeze. Trapeze will not indemnify UTA for infringement caused by UTA's actions against any third-party if the products or services as delivered to UTA and used by UTA in accordance with the terms of this Agreement would not otherwise infringe any third-party intellectual property rights. UTA will not indemnify Trapeze for any infringement claim that is based on: (1) a patent that UTA was made aware of prior to the effective date of this Agreement (pursuant to a claim, demand, or notice), or (2) UTA's actions prior to the effective date of this Agreement. If a third-party

makes a claim against Trapeze that any information, design, specification, instruction, software, data, or material furnished by UTA to Trapeze under this agreement infringes their intellectual property right, UTA will indemnify Trapeze.

THE FOREGOING STATES TRAPEZE'S SOLE AND EXCLUSIVE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF UTA INDEMNIFIED PARTIES WITH RESPECT TO ANY CLAIM, WHETHER OF (I) INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS ORPROPRIETARY RIGHTS OF ANY THIRD-PARTY, OR (II) OTHERWISE.

(b) UTA's Indemnity. Subject to the protections afforded to UTA by the Governmental Immunity Act of Utah (Utah Code Ann. §§ 63G-7-101 to 63G-7-904, as amended),UTA agrees to indemnify, hold harmless and defend Trapeze, its affiliates and any of their respective officers, directors, employees, agents, successors and permitted assigns from and against all 3rd party claims for costs, damages, and expenses arising directly out of or on account of (i) UTA's wrongful use of the Subscription Services or Products, (ii) the UTA Data, (iii) UTA's obligations of privacy to any person or entity, (iv) UTA's failure to obtain any necessary consents, permits, or authorization, or (iv) UTA's breach or violation of any provision of this Agreement.

17. Warranty & Warranty Disclaimer

(a) Subscription Services – Limited Warranty. Trapeze warrants that the Subscription Services will conform in all material respects to the documentation provided by Trapeze in relation to the Subscription Services. As UTA's sole remedy for any breach of this warranty, if UTA brings to Trapeze's notice any incidence of non-conformance, Trapeze will use reasonable efforts to correct the error. Trapeze's maintenance hours for receiving any such calls are standard business hours. Trapeze does not warrant that the Subscription Services, Professional Services, or Products, will perform error-free or uninterrupted, or that Trapeze will correct all errors related thereto.

(b) Internet. Trapeze will use commercially reasonable efforts to ensure that the web pages generated with the Subscription Services will be served (*i.e.,* delivered fromTrapeze's internal network or that of its Internet service provider) promptly regardless of the level of traffic to Trapeze's servers, subject to outages, communication and data flow failures, interruptions, and delays, inherent in Internet communications. UTA acknowledges that problems with the Internet, equipment, software and network failures, impairments or congestion, or the configuration of UTA's computer systems, may prevent, interrupt, or delay UTA's access to the Subscription Services, or data stored within the Subscription Services. Trapeze is not liable for any delays, interruptions, suspensions, or unavailability of the Subscription Services or the data stored within the Subscription Services, attributable to problems beyond its control, including but not limited to problems with the Internet or the configuration of UTA's computer systems.

(c) System Requirements. UTA acknowledges that the Subscription Services are intended to perform with, and Trapeze provides the Subscription Services based upon, the system requirements specified in Exhibit Bor additional documentation made available by Trapeze to UTA, as those may be updated by Trapeze from time to time. Trapeze has no liability for failure of the Subscription Services based upon UTA's failure to comply with such system requirements.

(d) Products. Trapeze represents that it has the authority of each producer or manufacturer of Products which are subject to this Agreement to sell the same toUTA. UTA acknowledges that Trapeze makes no warranties, conditions, representations, or guarantees, express or implied, concerning Products. Trapeze, in so far as it is possible, hereby assigns to UTA the producer's or manufacturer's warranty(ies), if any, applicable to the Products. To the extent permitted by law, Trapeze makes no representations regarding the validity or enforceability of any such producer's or manufacturer's warranty and UTA understands that its sole remedy for any breach of warranty is such as may exist against the producer or manufacturer under the producer's or manufacturer's warranty.

(e) Warranty Limitation. The conditions and warranties set forth in this Agreement do not apply to the extent that non-compliance is caused by, or has resulted from, whether directly or indirectly, (i) UTA's use of the Subscription Services other than as authorized in this Agreement; (ii) use of the Subscription Services in combination with other software, data, or products that are defective, incompatible with, or not authorized in writing by Trapeze for use with the Subscription Services; (iii) any malfunction of UTA's hardware, computers, computer-related equipment, or network connections; and (iv) any modification of the Subscription Services not performed by Trapeze or otherwise authorized by Trapeze in writing.

(f) Disclaimer. EXCEPT FOR THE WARRANTIES PROVIDED IN THIS SECTION 17 AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIPTION SERVICES, THE PROFESSIONAL SERVICES, IF ANY, AND THE PRODUCTS, IF ANY, ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND TRAPEZE DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, GUARANTEES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY AND CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE USE OF REASONABLE SKILL AND

CARE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TRAPEZE MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, GUARANTEES, OR CONDITIONS, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THE USE OF REASONABLE SKILL AND CARE, NON- INFRINGEMENT, SATISFACTORY QUALITY, ACCURACY, FREEDOM FROM ERROR, OR THAT THE SUBSCRIPTION SERVICES, THE PROFESSIONAL SERVICES, IF ANY, AND THE PRODUCTS, IF ANY, WILL MEET ALL OF UTA'S REQUIREMENTS. TRAPEZE MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, GUARANTEES, OR CONDITIONS, WITH RESPECT TO ANY THIRD-PARTY SOFTWARE, HARDWARE, OR SERVICES, PROVIDED IN CONNECTION WITH THE SUBSCRIPTION SERVICES. TRAPEZE'S LIMITED WARRANTIES DO NOT APPLY TO ANY SOFTWARE WHICH HAS BEEN MODIFIED OR ALTERED IN ANY MANNER BY ANYONE OTHER THAN TRAPEZE OR ITS AUTHORIZED AGENT. SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, GUARANTEES, OR CONDITIONS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO UTA. IN THAT EVENT, SUCH WARRANTIES, REPRESENTATIONS, GUARANTEES OR CONDITIONS WHICH THE LAW FORBIDS FROM BEING EXCLUDED ARE LIMITED IN DURATION TO THE WARRANTY PERIOD TO THE EXTENT LEGALLY PERMISSIBLE.

Nothing in this Agreement excludes, restricts, or modifies, any right or remedy, orany guarantee, representation, warranty, condition, or other term, implied or imposed by any applicable law which cannot lawfully be excluded or limited. This may include any consumer law which contains guarantees that protect the purchasers of goods and services in certain circumstances. If any guarantee, representation, warranty, condition, or other term is implied or imposed concerning this Agreement under any consumer law or any other applicable law and cannot be excluded (a "**Non-Excludable Provision**"), and Trapeze is able to limit UTA's remedy for a breach of the Non-Excludable Provision, then the liability of Trapeze for breach of the Non-Excludable Provision is limited to one or more of the following, at Trapeze's option: (a) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or (b) in the case of services, the supplying of the Subscription Services again, or the payment of the cost of having the Subscription Services supplied again. UTA may make such a guarantee claim by contacting the Trapeze at the contact details set forth in Exhibit B.

The parties agree that it is UTA's responsibility to determine whether the Subscription Services are suitable for UTA's requirements. No other terms, conditions, representations, warranties or guarantees, whether written or oral, express, or implied, will form a part of this Agreement or have any legal effect whatsoever.

(g) Third-Party Web Sites, Content, Products, and Services. The Subscription Services may enable the addition of links to Web sites and access to material, products, and services of third parties, including users, advertisers, affiliates, and sponsors of such third parties. Except as specifically provided in Exhibit B, (a) Trapeze is not responsible for any third-party Web sites or third-party material provided on or through the Subscription Services and (b) each party bears all risks associated with the access and use of such Web sites and third-party material, products, and services.

18. Term and Termination

(a) Term of Agreement. This Agreement commences on the Effective Date or on the date that access to the Subscription Services is made available to UTA, whichever is sooner, and continues until all subscriptions have expired or have been terminated pursuant to the terms of this Agreement or until the termination or expiration of the Contract, whichever is sooner.

(b) Termination by UTA. UTA has the right to terminate this Agreement if (i) Trapeze is in material default of any term or condition herein and fails to cure such default within 30 days after receipt of written notice of such default, or (ii) Trapeze becomes insolvent or any proceedings are to be commenced by or against Trapeze under any bankruptcy, insolvency, or similar laws.

(c) Termination by Trapeze. Trapeze has the right to terminate this Agreement if UTA is in default of any term or condition of this Agreement and fails to cure such default within 30 days after receipt of written notice of such default. Without limitation, if UTA fails to pay any amount when due hereunder, Trapeze may, in its sole discretion, be immediately (without notice or cure period required) deemed a UTA default under this Agreement. Further, Trapeze may terminate this Agreement immediately if: (i) UTA breaches Section 2 (Restrictions) or Section 15(a) (UTA Data); or (ii) UTA becomes insolvent, a receiver, administrator, controller, or a liquidator is appointed to UTA, UTA assigns any of its property for the benefit of creditors or any class of them, or any proceedings have been commenced by or against UTA under any bankruptcy, insolvency or similar laws.

(d) Data Portability and Deletion. Before the Subscription Term expires, upon 30 days written request by UTA, Trapeze will make UTA Data available to UTA for export or download. Following the termination or expiration of this Agreement, Trapeze

shall have no obligation to maintain or provide any UTA Data beyond the expiration or termination of this Agreement.

(e) Surviving Provisions. Following the termination of this Agreement, the Sections titled "Payment Terms," "Taxes," "Ownership," UTA Input," "Confidentiality," "Data," "Indemnification," "Warranties & Warranty Disclaimer," "Limitation of Liability," "Term and Termination," "Assignment," "Dispute Resolution," "Governing Law" and "General Provisions" will continue in full force and effect in accordance with their terms.

19. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, Trapeze may assign this Agreement in its entirety (including all schedules), without UTA's consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. Any purported assignment in violation of this section will be void and of no effect. Any permitted assignee will assume all assigned obligations of its assignor under the Agreement.

20. General Provisions.

(a) Export Compliance: The Subscription Services and derivatives thereof may be subject to export laws and regulations. Each party represents that it is not named on any U.S. government denied-party list. UTA will not permit access or use of the Subscription Services in a Canada embargoed country or nation, a U.S.-embargoed country or nation, an EU-embargoed country or nation, or a United Nations-embargoed country or nation, or in violation of any other applicable embargo, export law, or regulation.

(b) Anti-Corruption: UTA has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Trapeze's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If UTA learns of any violation of the above restriction, UTA will use reasonable efforts to promptly notify Trapeze.

(c) Modifications: This Agreement may not be modified except in writing signed by both parties.

(d) Subcontractors: Trapeze reserves the right to make use of subcontractors to provide services and to use such means as Trapeze, in its sole discretion, considers appropriate. Trapeze shall notify UTA of such use and any subsequent changes in subcontractors. Trapeze's use of subcontractors will not relieve it of its obligations under this Agreement.

Headings: The headings and subheadings contained herein are inserted for convenience of reference only and will in no way be construed to be interpretations of terms.

(e) Third-party rights: A person who is not a party to this Agreement will not have any rights to enforce any term of this Agreement.

EXHIBIT B
STATEMENT OF WORK

Trapeze Solution for UTA

Effectively managing UTA's transit assets, operators, and incidents is a complex task. From an asset perspective, UTA manages rolling stock, facilities, and infrastructure along with the myriad mechanical systems, serialized components, all the way down to individual parts. From a workforce perspective, you track work bidding and assignments to vacation requests and accruals, to daily absentee and discipline management, all for over a thousand employees. At Trapeze, we understand the daily challenges that UTA faces managing these workflows and have designed our integrated solutions to tackle them head on.

Trapeze is pleased to include our industry leading Enterprise Asset Management (EAM), Workforce Management (WM) and RISC (Risk, Incident and Safety Compliance) solutions in our proposal. Together they represent the most robust and scalable integrated suite in the market today, designed specifically for multi-modal transits. The deep, native interfaces between EAM, WM, and RISC will synchronize vital UTA data critical to transit operations: vehicles and their service status, employees and their assignments, and incidents that need immediate attention, to name a few. The complicated customizations and integrations that generic systems require to meet UTA's requirements are standard features of our proposed solution. See Section 2 for diagrams of the Trapeze Enterprise solutions, as well as integrations with UTA's external systems. See Section 3 for responses to the technical matrix.

The table below highlights the modules we are including to meet UTA's RFP requirements.

Module/Features	Description
EAM Asset Portal	Transit asset management for all rolling stock (bus, railcar, and non-revenue fleet), facilities, and rail linear/track, power, signals, and structures (bridges, tunnels).
EAM Shop Activity	Work order management with role-based portals for supervisor, technician, and storekeeper. Includes comprehensive materials, purchasing and warranty management.
EAM Customer Access	Portal enabling operations to access lists of assets in/out of service; manually report service requests.
EAM Reporting/Ad Hoc Query	Crystal reports powered portal with over 400 out of the box reports for asset, work and materials management. Ad Hoc Query offers a simple, browser-based tool for building quick queries and reports.
EAM State of Good Repair/ Capital Planning	Support for FTA State of Good Repair (SGR) requirements, capital project scoping and screening, as well as asset condition taking and SGR score generation.
EAM Mobile Focus	Mobile applications including asset create/update, work orders, service request/defect entry, asset conditions, test results, inventory cycle counts, parts issues, parts receipts, etc. Works in a disconnected mode until network connectivity is regained.

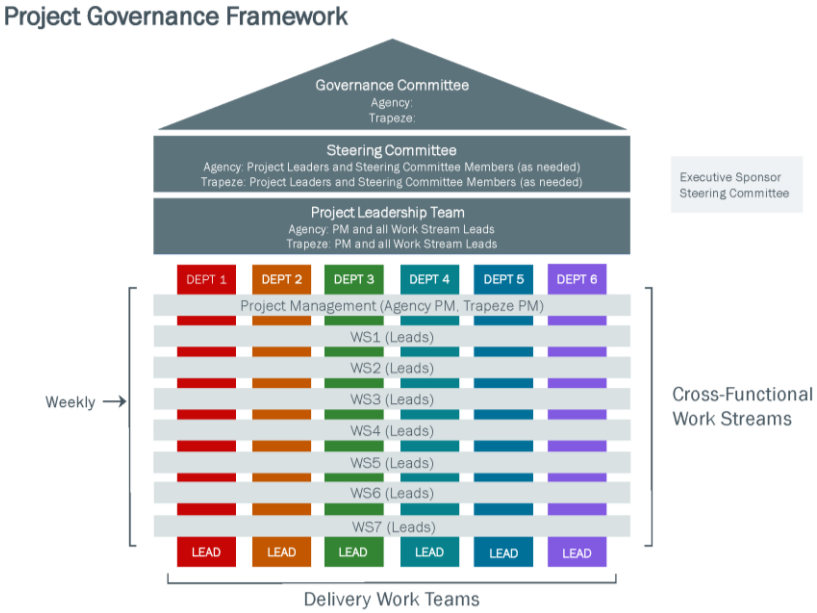
Module/Features	Description
EAM Equipment Focus	Module for managing transit facilities and other single-point assets (inspections, work orders, etc.).
EAM MaxQueue	Integration engine used to securely broker interface data between EAM and all external systems.
EAM KPI/Dashboards	Real-time indication of KPIs in graphical format
EAM Notifications	Monitoring engine for triggering EAM system alerts (emails, printouts) based upon system event activity.
EAM Asset Configuration Management	Module for managing all engineering-approved configurations (asset hierarchy, components, software/firmware versions), including the ability to trigger campaigns (work orders) to make sure all safety-critical assets are in conformance.
EAM Telematics	Module enables EAM to accept raw, telematic data from external, real-time monitoring systems (e.g., IoT) and trigger maintenance actions based on the data.
EAM Mapping	EAM's module for displaying single-point and linear assets, defects, and work in maps.
EAM Illustrated Parts Catalog	EAM's work management portals offer an integrated illustrated parts catalog for viewing asset system schematics and easy part selection on work orders.
EAM Motorpool / Reservations	Module for managing fleet vehicle reservations automatically.
EAM Allocation & Assignment	Quartermaster portal for managing requests and assignment of agency EAM resources (tools, uniforms, etc.) to personnel, assets, divisions or operating agencies.
EAM Incident Management	Track the details for FTA/FRA reportable incidents (delays, etc.) along with the ability to generate maintenance follow-up activities (links to work orders, service requests, etc.).
EAM Rail Operations	Provides a rail operations scheduling solution to track the routes/schedules, trains, crews and schedule adherence of each trip.
EAM API	The Application Programming Interface module is a development platform that defines the supported "building blocks" (communications protocols, subroutines) for integrating with EAM.
EAM ESRI GIS Integration	Module that supports out-of-the-box integration of EAM master Assets, defects, and work data between EAM and ESRI GIS.
WM Bidding	Bidding automates bid configuration and the bidding process. In conjunction with Trapeze's Workforce Management module, Bidding enables agencies to record, report, and closely manage work assignments and to respect all rules of the organization.

Module/Features	Description
WM Daily Dispatch	Dispatch automates processes surrounding the daily assignment of employees. These processes include: the creation of unscheduled work, identification of open work, employee list (extra-board and/or overtime volunteers) rotation and open work assignment.
WM Timekeeping & Payroll	Timekeeping uses the information already prepared in the bidding, dispatch, and workforce management modules. This process automatically applies your custom-configured timekeeping rules and generates detailed timekeeping transactions. Once audited, these transactions are posted and made available for export to your payroll system for fulfillment.
WM Workforce Management	The Workforce Management module contains a variety of tools used to monitor employee performance and apply your organization's policies with respect to employee activities, including incidents and absences.
WM Yard Management	The Yard Management module automates the daily processes surrounding vehicle assignment tasks including the definition of block requirements, configuration of rail consists, entry of vehicle parking locations and the assigning/unassigning of vehicles. Integrate with the Yard Manager to get real time parking/vehicle location.
WM Reporting	Reporting is a key element of the Operations Management solution that supports the dissemination of valuable operational data within your organization. You can also Create ad hoc reports using the Report Wizard. Reports can be developed using SQL query, Crystal Reports and ASCII text.
WM Employee Self-Service: Bidding	Using ESS Bidding Requests, crew members can enter bid requests into kiosks or from their own devices using an Internet or intranet connection.
WM Employee Self-Service: Employee Information	Using ESS Employee Information, employees can securely access their personal/work information, declare volunteer availability, and submit requests for time off or extra pay. This reduces the burden on your window dispatchers, supervisors, and timekeeping staff.
WM OPS Mobile	Complementary to ESS on phone; provides communication to dispatch, supports push alerts, and geo-fenced remote sign-in.
WM Sign-In Terminal	The Sign-In Terminal can be used to automate your current sign-in and sign-out processes using a variety of low-cost employee identification technologies, and track miss-outs for attendance policies.

Module/Features	Description
WM Display Board	Have the status of your bid and ongoing operations dispatch information displayed to your employees in real time. The Display Board posts real-time information in a visually clean browser-based format, optimized for large screens.
WM OPS-MON	OPS-MON acts as a one-way interface to UTA's 3rd party CAD/AVL system utilizing the standard out-of-the-box Trapeze OPS-MON integration.
RISC Risk, Incident, and Safety Compliance	RISC provides fully customizable incident management, workflow management, risk management, real-time dashboards, and automated audits. It integrates with EAM and serves as a single source of truth throughout for incidents, accidents, and events throughout your agency.

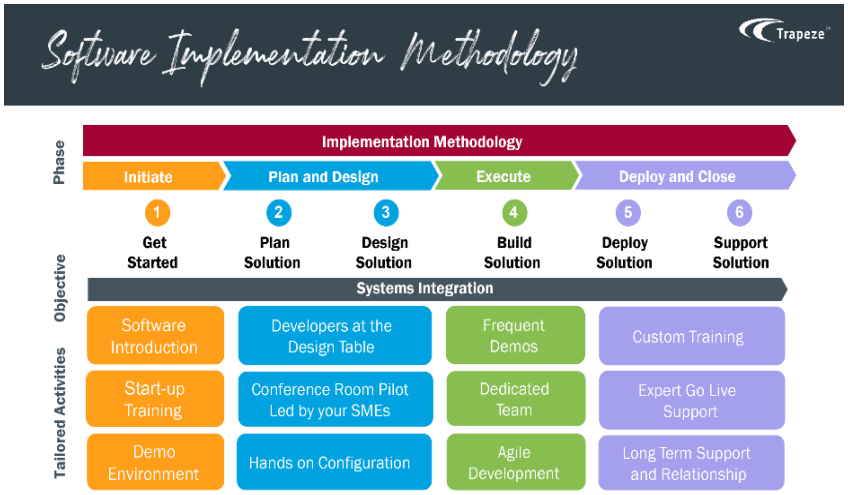
The Project Schedule, Implementation Timeline and Training Materials

Project Management and Governance



To successfully complete a project of this scale and complexity requires careful management of staff, schedule, and budget. Members of our proposed team average 10+ years in the business, with a proven track record of delivering similar, successful projects in transit. We use Project Management Institute best practices for project governance which enables effective communication, clear accountability and quality assurance. This includes regular coordination with UTA's PM on project deliverables (governance meetings, status reports etc.) to ensure that the implementation progresses steadily, in scope, and on schedule. The Trapeze PM and Organizational Change Management (OCM) leads will provide oversight and coordination across the EAM, WM, and RISC stakeholders to ensure maximum efficiency and effectiveness for UTA.

The project will be deployed in phases: Initiation, Planning, Execution, Deploying and Closing. Please note that the following application implementation overviews for EAM, WM, and RISC are high-level and a detailed plan will be agreed upon with UTA before project commencement.



Organizational Change Management Approach

Intueor

We understand that this is a transformational project for UTA. Large technology changes can create uncertainty for staff. Trapeze is pleased to partner with Intueor, a leader in Organizational Change Management in the transit industry, on this project. Unlike project management, which is focused on the realization of the technical solution, change management is focused on achieving the project's desired outcomes by managing the people side of change. Organizational Change Management (OCM) is a framework that enables employees to adopt new values, skills, and behaviors, so that business results are realized. Benchmarking studies show that projects effectively applying change management were six times more likely to meet project objectives.

Trapeze and Intueor understand the importance of ensuring all stakeholders using these applications are comfortable with the technology and the valuable insights that will come from this integrated solution. Intueor will use a four- phased approach to OCM to assess the change, design a plan, enable the plan, and evaluate the success of the change as outlined below.

Phase 1 – Assess the Change

The objective of the first phase of OCM is to review and analyze the full scale and impact that is being faced by UTA's organization as a result of UTA's Operations Work Assignment and Tracking System initiative. This assessment is critical as it provides a baseline understanding of the overall level and complexity of change being managed, measures key stakeholders for their ability to actively enable or restrict the change effort, sets the basis on which the change management (and associated communications) plan will be defined, and ultimately how the success of the change will be tracked and measured.

Intueor will assess organizational readiness to change, identify risks, and define factors that help identify leadership for change, influencers, and sources of resistance. It serves as a baseline for designing essential communications, key messages and interventions needed to drive change.

During Phase 1, Intueor will deploy a combination of the activities including the custom design and delivery of two (2) major OCM tools: a Leadership / Organizational analysis and a Change Impact Assessment Log. These tools will be used throughout the duration of the project to analyze change, track progress, and influence the design and roll-out of communications strategies. This report is used to prepare a Change Management and Stakeholder Engagement Plan that fits the

Phase 2 – Design a Change Management Plan

Based on the results of the Change Impact Assessment, Intueor will develop the change management plan for the project. The plan describes specific ways in which change issues will be addressed and provides the framework for the interventions and communication activities deployed throughout the project. Intueor will work closely with Trapeze's Project Manager to align and coordinate activity rollouts during specific phases of the project implementation. The project schedule will be updated in this phase by Intueor's OCM Lead to incorporate change management activities and deliverables.

Phase 3: Enable the Change Management Plan

The objective of this phase is to address the implementation processes for performing the change activities by monitoring, measuring, and controlling delivery against baseline plans. Change Management activities will be influenced and determined based on the outcome of the Change Assessment (Phase 1) and the design of the Change Management Plan (Phase 2). The specific tasks associated with Phase 3 will be heavily dependent based on the outcomes from the previous phases, but may include activities such as communication delivery, sponsor activities, stakeholder engagement activities, resistance management activities, on-going tracking and monitoring of stakeholder engagement plans and change impact mitigation activity progress, development and communication of training plans and needs assessment, business process mapping and re-engineering activities, change impact identification, analysis of new or changing stakeholders, issues and risk management tracking, and measurement and benefit realization.

Phase 4: Evaluate the Success of the Change

The objective of this final phase is to document the actions and resources needed to reinforce the change. This is the point at which there is a distinct transition to maintenance or sustaining activities. It also focuses on the continuous improvement activities that come from the post-project analysis and lessons learned. Activities in this phase include change objectives analysis and lessons learned evaluation.

EAM Implementation Overview

Trapeze proposes to implement EAM across UTA's three (3) business groups in a phased approach with separate, staggered kick-offs and go lives. Trapeze will work with UTA at the beginning of the project to mutually agree on the rollout sequence across the groups:

1) Bus and Rail Rolling Stock – includes Bus, Paratransit, Non-Revenue, Light Rail and Commuter Rail rolling stock.
2) Facilities
3) Maintenance of Way (MOW) - includes Structures, Signals/Comms, Traction Power and Linear (Track)

The overall estimated duration from first kick-off to final EAM go-live is thirty-six (36) months. The EAM solution will be deployed in six (6) key stages with key activities for each stage identified below:

Stage 1: Initiation	**Stage 4: Testing**
Project Kick-Off Orientation	Workflow and Integration Testing Acceptance Testing (UAT)
Stage 2: Planning & Design	**Stage 5: Training**
Current & Future State Workshops Business Process Assessment Report Design for Custom Development System Setup Configuration Workshop Software Demonstrations	Training Preparation Train-the-Trainer Training End User Training
Stage 3: Execution	**Stage 6: Deploy & Close**
Software Installation Software Configuration Custom Development Data Loading	Deployment Plan Deployment Preparation Deployment Support Closure

Project Implementation Approach - EAM

Stage 1: Initiation

The Initiation stage defines the objectives for the project and provides an opportunity for the Trapeze EAM project team to align with UTA regarding project requirements, approach, and timelines. Trapeze will assign the appropriate project resources and execute against the project activities to ensure adherence to timelines and budget.

Key tasks associated with this stage include:

- Conducting an on-site project kick-off meeting and EAM orientation demonstration
- Confirming Trapeze's understanding of project goals and objectives
- Identifying potential project risks and mitigation strategies
- Developing a preliminary project plan, project schedule, and project resources
- Reviewing roles and responsibilities for Trapeze and UTA resources

Trapeze Responsibilities
• Conduct kick-off meeting and Orientation session • Develop and maintain the project schedule
Deliverables
• Delivery of kick-off meeting and orientation

Project Kick-Off Meeting

The objective of the project kick-off meeting is to introduce EAM project stakeholders and review specification requirements, project scope, roles and responsibilities, key risks, and the preliminary project schedule. After the meeting, Trapeze will revise the project tasks and will be responsible for updating and maintaining the project schedule as necessary. Trapeze will provide the revised schedule to the UTA project manager.

Orientation

Trapeze will conduct a project and product orientation for UTA's core team specific for key functional areas of the EAM Software. The orientation will occur at the beginning of the UTA project and will help provide an overview of EAM and its capabilities for the UTA core team. This orientation will take place at UTA's facilities in a conference room environment.

Stage 2: Planning and Design

Key EAM tasks associated with the Planning and Design stage include:

- Reviewing operational policies and procedures as they relate to UTA's processes, including discussion of best practice recommendations
- Discussing Software configuration items, required interfaces, and customizations

Trapeze Responsibilities
• Conduct current state review and future state workshops • Conduct BPA demonstrations; prepare and deliver BPA report • Conduct system setup consulting workshops and configure modules • Develop the Data Analysis and Tracker and the System Design Options Guide • Develop design specifications for all custom development items
Deliverables
• Delivery of final consolidated BPA report • Complete system setup consulting workshops and configured Software • Provide Data Analysis and Tracker and System Design Options Guide • System demonstrations

Current State Analysis

Trapeze will conduct Current State review sessions to assess the current business practices in order to map them to the EAM system. Trapeze will meet with stakeholders from each discipline to

observe UTA's existing operations and gain an understanding of current state operations, while identifying any redundancies and new workflow processes which would allow UTA to realize operational efficiencies. Trapeze will also evaluate any existing documentation describing existing work processes for each of the business groups.

Future State Workshops

Trapeze will develop workflows to optimize each business process. Trapeze will lead a series of workshops with stakeholders to verify the feasibility of the new proposed workflows and use of Trapeze EAM.

Business Process Assessment (BPA) Report

Trapeze will document the process mapping and recommended future state EAM processes in a BPA report and share the document with UTA. The BPA report will identify any risks and gaps and will recommend alternatives including any out-of-scope application enhancements or business process re-engineering. If desired, Trapeze will provide estimates to address these gap items; however, addressing any such gaps will be considered out of the scope of this engagement and therefore subject to a change order request. Trapeze will demonstrate the BPA workflows in software demonstrations throughout the BPA process. Trapeze will update the BPA report and submit it to UTA for final review.

Design Specifications for Custom Development Items

Trapeze will work with UTA to define the specifications for all custom EAM development items as identified. Trapeze will document the overall functional and technical specifications for each customization. These specifications will be provided to UTA to review for accuracy and will be approved by UTA before any development Services begin. The customizations will be built as per the approved specifications document during the Execution stage.

System Setup Configuration (SSC) Workshop

Trapeze will conduct an EAM configuration workshop with the UTA team. The goal of this workshop is to review specific Software configuration settings and agree upon standard coding schemes and business practices. Data elements required to be identified for each record type managed within Trapeze EAM may be unique to each department's processes and asset classes. Trapeze will support the core team and designated subject matter experts on the coding conventions as well as finalize the workflows defined in the BPA report.

The System Setup Configuration workshop will also function as a dialogue and exchange of information where UTA's project team will provide input to the overall system configurations of EAM. System configurations will be documented in a "System Design Options Guide" (SDOG) which Trapeze will prepare. The SDOG is a 'living' document and will be maintained by Trapeze throughout the project. The guide will be provided during project closure.

Stage 3: Execution

During the Execution stage, Trapeze will implement the EAM solution as defined in the BPA report. During this stage, the following tasks will be performed:

- Software Installation and Configuration

- Custom Development
- Data Loading

Trapeze Responsibilities
• Configure baseline EAM modules based on System Design Option Guide • Develop Trapeze side of custom development items based on requirements of the BPA • Provide data collection assistance, perform data loading and validation • Conduct data loader and system administration training
Deliverables
• Software is installed and configured in UTA's test environment • Approved functional and/or technical design specifications • Completed custom development items deployed in test environment • Data loader training completed • Data Load Templates provided to UTA And data successfully loaded in environments

Internal Acceptance Testing

Internal Acceptance Testing (IAT) is completed remotely by Trapeze before any Software is installed in UTA's test environment. Trapeze EAM testing specialists will perform unit testing to ensure completeness and accuracy of all standard features.

Trapeze will run a series of tests in a local testing environment to ensure that all Software is functioning properly against UTA's specific data and configuration. This allows Trapeze to proactively determine any potential data-related issues and ensures that all standard setup and configuration tasks can be performed for UTA.

Software Installation

Trapeze will work with UTA to remotely install and configure the EAM Software in UTA's test environment utilizing the configurations approved during the BPA process.

Hardware for MobileFocus Implementation

All mobile hardware procurement and Software installation is the responsibility of UTA. Trapeze will configure up to two (2) ruggedized mobile tablets, up to one (1) label printer, and up to one (1) barcode scanner. Based on Trapeze's current understanding of the requirements, Trapeze is recommending at least two (2) ruggedized mobile tablets per department and at least two (2) barcode scanners and one (1) zebra printer per storeroom.

Trapeze will provide UTA with the recommended mobile hardware specifications at the project kick-off meetings. Trapeze recommends UTA make its respective hardware purchases at least six (6) weeks prior to the start of testing per the project schedule to provide ample time for configuration.

Custom Development

Trapeze will develop functional and/or technical design specifications for each of the agreed-upon EAM custom development items specified in the BPA report. Trapeze will submit each design specification to UTA for review and approval prior to development. Once specifications are agreed upon, Trapeze will develop the items based on the approved design specifications. Trapeze will then deploy the custom development items into the appropriate environments.

Custom Notifications and Automated Workflows

Trapeze will work with all UTA's business groups to identify and develop up to a total of two (2) simple and two (2) average complexity EAM notifications and up to two (2) average complexity automated workflows.

Interfaces and Integrations

Trapeze has included Services to implement sixteen (16) EAM interfaces and integrations. Integration and interface workflows will be discussed and documented during the planning phase to define the interface specification, test scenarios, and conditions that will result in acceptance of the developed interface.

#	Interface Description
1	Fuel (Legacy Fuel System-->EAM)
2	Requisition Create/Update (EAM<-->ERP)
3	Purchase Order Create/Update (EAM<-->ERP)
4	Purchase Order Receipts and Returns (EAM<-->ERP)
5	Vendor Master (ERP-->EAM)
6	GL Account Master (ERP-->EAM)
7	Vendor/Part (EAM<-->ERP)
8	Part Item Master (EAM-->ERP)
9	Part Issues and Returns (EAM-->ERP)
10	Parts Adjustments (EAM-->ERP)
11	Parts Transfers (EAM-->ERP)
12	Rebuild Parts (EAM<-->ERP)
13	Purchase Price Variance (EAM<-->ERP)
14	OPS / EAM: Maintenance Employee Package
15	OPS / EAM: Vehicle Maintenance Package
16	BI Reports
17	CRM Connection Integration
18	Esri (GIS > EAM)
19	RISC / EAM Integration

Trapeze standard procedures for developing an EAM interface include the following tasks:

1. Creating a Trapeze-specific preliminary specification/interface design plan.

2. The UTA project team reviewing the preliminary specification/interface design plan.
3. Trapeze reworking the specification/interface design plan as required.
4. The UTA project team providing final approval of the specification/interface design plan.
5. Trapeze building Trapeze side of the interface and incorporating it into the test environment.
6. Trapeze internally testing the interface.
7. Trapeze testing the interface with UTA.
8. UTA accepting the interface.
9. Upon receiving approval from UTA, Trapeze installs the interface into UTA's other environments (development, production, etc.) at the appropriate time.

For each required integration, the project team will discuss and specify the data elements required, the time of the exchange, and the method of data exchange. Trapeze will develop a mutually acceptable plan and schedule for the work to be completed and identify the resources and timeframe required for the efforts.

Data Loading

Based on the analysis of the current data elements during the BPA and System Setup Consulting activities, Trapeze will work with UTA's business groups to review and optimize their current coding structures for use with the EAM modules. Trapeze will leverage our start-up/default database to help UTA better understand the EAM coding structures. This starter database will be used to accelerate the implementation as well as leverage best practices from all Trapeze's previous EAM deployments.

The objective of the data loading Services will be to process extracted data from existing systems (if applicable) and map the data into EAM. UTA will provide a sample of the existing system data as soon as possible after project kick-off.

Stage 4: Training

Trapeze Responsibilities
• Develop Training Plan and Provide Custom Training Materials • Deliver Train-the-Trainer Training
Deliverables
• Finalized Training Plan • Delivery of Train-the-Trainer Training • Delivery of custom training materials

Training Plan

Trapeze will develop a Training Plan specifically tailored to ensure the successful implementation and operation of the new system. Trapeze will work with UTA to develop a formal Training Plan that will address, at a minimum, training schedule, training curricula, including a listing of each course and delivery method, course descriptions, intended audience, length of each course, and resources required. Once UTA approves the Training Plan, Trapeze will begin scheduling and planning for the training. The training will cover work order functions, asset administration, report management and other common features and transactions. The topics and workflows included in

the training will be those finalized by the UTA team during the Software setup and follow-up tasks.

Training Materials

Trapeze will provide out-of-the-box EAM user and admin guides to UTA as well as training material that is customized for UTA workflows and system configuration. This training material is in a step-by-step format and includes screenshots of the UTA EAM system key functional areas for ease of use and understanding by the users. In addition, Tip Sheets are provided to the trainees that can be used as a handy reference document at their workstation on a day-day basis. Trapeze will also provide on-site hands-on exercises for staff after the completion of each individual course. The hands-on exercises will act as a component of the training material artifact within the training session. Participants will complete the exercises as part of training and turn in answer sheets that accompany the exercises. Trapeze will also work with UTA to develop end user training videos to enhance the training effort.

Train-the-Trainer Training

Trapeze will deliver role-based EAM Train-the-Trainer training for the UTA business groups based on the approved Training Plan. Sessions will vary in length based on the topic. Training will include courses intended for Subject Matter Experts (SMEs), as well as for Super Users and Application Support staff. All training sessions will be delivered in a hands-on classroom environment. Each training session can accommodate up to twelve (12) SMEs per class. Trapeze will provide train-the-trainer training and assumes UTA's trainers will perform all end user training.

End User Training

UTA will be responsible for End User Training.

Stage 5: Testing

Trapeze Responsibilities
• Develop test plan content and test scripts • Perform Workflow testing • Support Acceptance Testing • Provide completed Test Script results and Test Report
Deliverables
• Finalized Test Plan • Completed Acceptance Testing and Final Test Report

Test Plan

Trapeze will prepare a test plan to ensure the system configuration meets the requirements outlined in the BPA report. The test plan will consist of various role-based workflows using standard EAM module test scripts. After Trapeze EAM staff executes the test scripts, UTA staff may use the same test scripts to execute their own acceptance testing. Trapeze will provide documented test results that include the test criteria as well as the outcome of each test.

Workflow Testing

Trapeze will remotely execute Workflow Testing within the test environment to ensure that all EAM Software is working as designed and as documented in the BPA report. Trapeze will perform the testing and document the results. Failed tests will be documented, remediated, and retested until completed successfully. Workflow testing will include unit testing, system testing and integration testing.

Acceptance Testing (UAT)

Training for Acceptance Testing

Trapeze will use sample UTA data to demonstrate the EAM system features and to display the converted data in the test environment, according to the test plan, which will be executed according to the schedule in the project plan. This demonstration will explore navigating the EAM Software and conducting testing as well as execution of UAT test scripts so that UTA testers can then execute their Acceptance Testing. The pre-UAT demonstrations will take place at UTA's facilities in a conference room environment.

Acceptance Testing

Acceptance Testing is the final activity of the Software testing process. During UAT, UTA users validate that the system supports the requirements and design specifications using test scenarios and use cases. UAT confirms that the system supports the full scope and addresses the project needs. This will involve UTA SME's utilizing the Software in the test environment by executing test scripts to ensure the system responds accurately to user inputs and that the features and functions of the Software work as specified and outlined in the BPA report. Trapeze will provide support to UTA during the UAT period.

Testing Defect Review Tracking and Resolution

During Acceptance Testing, UTA will document and prioritize any defects encountered throughout the testing period. Trapeze will assess all issues for root cause and resolve where appropriate based on the severity levels. If an updated Software solution is required to resolve the defect(s), Trapeze will provide the updated Software encompassing all defect fixes. UTA will be asked to test and validate the Software to ensure all defects have been rectified.

Once UTA confirms that all critical and major defects have been resolved, Acceptance Testing will be considered complete, and the Software deemed ready for production use.

Stage 6: Deployment and Closure

Trapeze Responsibilities
• Provide and Support the Deployment/Go-Live Plan • Migrate the Software into production environment • Lead and support EAM-related cutover activities • Provide cutover, deployment, and post go-live support • Finalize and close all contract deliverables • Prepare for and lead a Trapeze Customer Care transition call

Deliverables

- Deployment/Go-Live Plan Finalized
- On-site cut-over and deployment support
- Trapeze Software operational and functional in production environment

Deployment Plan

Trapeze will provide a detailed Deployment Plan which describes the cutover preparation, cutover support, and go live activities and responsibilities. In addition, Trapeze will verify readiness to move data, configurations and new modules into production, load required dynamic data elements, and ensure permissions and access are in place. Trapeze will share the Deployment Plan with UTA for review and to provide comments.

Deployment Preparation

To support the cutover for EAM go-live, UTA will identify "super users" in the shop who will be tasked with answering any initial end user questions and implementing subsequent changes or alterations to documented procedures, as necessary.

Trapeze will stage and prepare the go-live cutover with assistance from UTA. This will include Services to support and finalize dynamic data, site-test hardware and Software for readiness, and review procedures with users.

Deployment Support

The final stage of the project involves transitioning the Software to the production environment. This stage depends heavily on properly implemented controls and the adherence to appropriate milestones and measures during previous stages. Tasks include:

- Preparing the production environment
- Providing deployment support
- Installing Software into the production environment

Trapeze will provide EAM cutover support prior to, during, and post go-live. UTA Subject Matter Experts are expected to provide first-level support for end users, including how to use the new system, answer questions regarding functions that may be unfamiliar and reinforce key functionality and training concepts.

Post-Deployment Support

To support the Software deployment in the production environment, Trapeze will provide post-deployment support to ensure UTA end users are well supported as they use the new system.

Closure

After the completion of post go-live support, all support will be transitioned to the Trapeze Customer Care team. All new support issues will be entered through the standard support channels, and UTA will receive full access to all maintenance support collateral and Services pertaining to the newly implemented Software. A call between UTA and the Trapeze Customer Care team will be conducted, and all project documentation updated. Following the transition call, the project will be considered complete.

Project Duration

The baseline EAM implementation is expected to be completed within thirty-six (36) months from the completion of the project kick-off meeting. Following contract execution, a mobilization period of up to forty-five (45) days may be required to kick off the project and align all resources. Trapeze will work to minimize this mobilization period through proactive planning with UTA.

Project Assumptions - EAM

General Pricing Assumptions

1. This implementation is a fixed-fee engagement and does not include any applicable taxes or expenses associated with UTA and any of their resources assigned to the project.
2. The baseline project is expected to be complete within no more than thirty-six (36) months from the initial project kick-off meeting. If the length of the project will exceed the proposed timeline due to UTA delays, a Project Change Request (PCR) will need to be issued and agreed upon by both parties to accommodate any additional support Services required to support the increased project duration.
3. The Software will be implemented “off-the-shelf” and will provide functionality as described in the Software literature for the Software version being implemented.
4. All Software will take advantage of the existing Trapeze infrastructure, data sources and software, unless otherwise stated.
5. UTA is responsible for the purchase and installation of any required server and workstation hardware and Software (servers shall be preconfigured to Trapeze’s specifications), if necessary.
6. Any integration with Third Party Software or systems outside of customizations agreed upon in the BPA Report will be the responsibility of UTA.
7. A UTA system administrator will be readily available for all configuration, installation, testing, and deployment activities.
8. Expenses assume a minimum of two weeks' notice is provided by UTA to Trapeze in advance of any on-site trip being scheduled. Expenses are subject to additional charges if insufficient notice is provided.
    a. The delivery of on-site Services is conditional on the guidance issued by relevant authorities, as well as appropriate workplace safety precautions being implemented at UTA. Trapeze and UTA may opt to exercise alternate remote options if on-site Services are not feasible.
    b. In the event of travel restrictions due to COVID-19 (or alike situation) Trapeze and UTA will work together to progress the project remotely and agree upon a revised timeline. This change would not impact the cost of the project.
9. The design of the fuel integration and workflows assumes that Client’s legacy fuel system is the System of Record (SOR) for fuel workflows.
10. Trapeze will utilize MAXQueue and the standard out-of-the-box EAM functionality to build and trigger the integrations.
11. Business Intelligence Reports will be done via either Database Replication, SSH Tunnel or similar, and does not include building Business Intelligence reports.

Workforce Management Implementation Overview

The following information defines the Workforce Management implementation Services to be provided by Trapeze, as well as the support required from UTA staff and resources.

The Trapeze WM products below will be implemented for UTA's employees:

Workforce Management

WM-Core

i. Bidding
ii. Dispatch
iii. Yard Management
iv. Workforce Management
v. Custom Payroll Export
vi. Timekeeping

Add-on modules

- WM Sign-In Terminal (WM-SIT)
- WM-Display Board
- Employee Self-Service
- WM-Mobile
- WM-MON
- WM- Integrations with EAM, FX, and PASS

Project Implementation Approach – WM

Stage 1: Initiation

Project Kick-off

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

Stage 2: Planning and Design

Software Installation for Design

Trapeze will initially install the WM Software solution in the UTA's testing environment in preparation for the Software configuration activities. These activities will be completed in parallel with the preliminary solution design meetings using an agile approach, where Software functionality will be demonstrated throughout the planning and design phase.

Trapeze will take a backup of UTA's production scheduling database to assist with the initial data development, subsequent design activities and Software demonstrations.

Employee Data Load

The WM Software will require employee data to be loaded into the system for Preliminary Design Review activities. UTA will use the WM Standard Employee Import tools to load employee data (employee demographic data, accruals, and skills). UTA will provide Trapeze employee data in CSV format as documented in the Trapeze Employee Import Interface Control Document. This will be a one-time load for the purpose of training and testing. UTA will be expected to deploy an automated

employee import process during project execution.

Schedule Analysis and Integration

Trapeze will test the import of the schedule data into the Software to ensure it is of sufficient quality to proceed with the subsequent project activities. It is expected that the schedule source upon project initiation remains the schedule source through deployment and project closure.

Preliminary Design Review (PDR)

Trapeze will provide on-site Services to perform and complete the WM design review activities to conduct an in-depth analysis of UTA's current operational processes, business rules, infrastructure, and integration points.

The Trapeze resources will also conduct job shadowing activities (please see below). A Preliminary Design Document (PDD) will be prepared following the meetings. Key tasks associated with the Preliminary Design Review (PDR) include:

- Reviewing current operational policies and procedures related to UTA's business operations
- Discussing specific Software configuration items, required interfaces, and customizations
- Documenting the initial configurations
- Software demonstrations for each WM module
- Reviewing and finalizing project timelines
- Refining the project schedule
- Testing, training, and transition strategies
- Sign-In devices including cards, card readers and printers
- Current sign-in methods, times of day, locations and expected sign-in loads
- Hardware recommendations

Using the UTA test environment, Trapeze will conduct a Software demonstration of the modules in scope. Trapeze will also conduct a thorough review of UTA's payroll processes and pay rules. The pay rules will be included in the PDD and will provide a detailed list of UTA's pay rules for all in scope UTA employees.

Design Review Shadowing

The WM Implementation Consultant(s) will perform job shadowing of front-line UTA resources. Following the Design Review Shadowing, Trapeze will revise the PDD to address UTA's comments, and will incorporate all feedback into the final version of the Project Design Document.

Project Design Document (PDD)

A PDD outlining deliverables, goals and objectives, as-built configurations and recommended process changes will be prepared by Trapeze and shared with UTA after the Project Design meetings. The document will identify the resulting system configuration and setup as it relates to UTA requirements and processes. Key document components will include:

- System Configuration and Setup
- Employee Information - Status and Demographic Information
- Employee Data Integration (Employee Import)

- Payroll Integration (Payroll Export)
- Interface Control Documents
- Pay Export Requirements
- Schedule Import Table Structure
- Employee Import Table Structure
- Security Profiles
- Key Future State Processes

During the design review activities, non-standard Software functionality may be identified beyond any in-scope customizations. If desired, Trapeze will provide estimates to address these gap items, however, addressing any such gaps will be considered out-of-scope and may result in additional costs.

Following completion of the PDD, Trapeze will share the document with UTA to review and provide comments. UTA will have ten (10) business days to complete the review of the PDD, after which the Trapeze project manager will coordinate a meeting with UTA's project team to review the comments.

Throughout the Execution phase, it is expected that Trapeze and UTA will continue to update the PDD as Software configurations and processes are updated to ensure the document reflects the "as-built" solution for UTA. At the conclusion of the Execution phase, it is expected that Trapeze and UTA will establish a Final Design Document that will support training and testing phases.

Implementation Plan

The overall collection of documents and strategies that are gathered as part of the initiation as well as the WM planning and design phases will be presented to UTA as the "Implementation Plan." Once complete, this plan will be used to determine project progress, identify variances, and ultimately coordinate the efforts of all individuals working on this project.

The Implementation Plan will include the following project artifacts:

Project team details and escalation procedures	Training Plan
Project Schedule	Action Items List
Preliminary Design Document	Deployment Plan
Test Plan	

Stage 3: Execution

Software Configuration

Configuration and Rule Development

Trapeze will be responsible for the creation and maintenance of the WM configuration throughout the implementation. Trapeze and UTA's project teams will be responsible for testing all configuration rules to ensure they meet the requirements listed in the final PDD.
The configuration activities include:

WM Core

- Bidding: Configuration to support work, vacation, and holiday bids.
- Dispatch: Configuration to support day to day operations for UTA's dispatching operations such as absences, work types and extra pay types.
- Workforce Management: Configuration to support Employee demographic information and absenteeism. Configuration support for incidents/accidents and performance has not been included.
- Timekeeping: Configuration of payroll and pay codes applicable to the division along with out-of-the-box timekeeping rules based on UTA's business rules.

Employee Self Service, Mobile, WM-MON and Display Board

- Enabling out-of-the-box menus/options based on UTA's business rules.
- The Digital Display Board contains two (2) key configurations which will enable UTA to bring efficiencies to its display board and bidding process:
- Displaying Daily Operations
- Displaying Bidding (in real time)
- The Display Board will help reduce manual work and increase operational efficiencies while reducing the amount of paper usage and modernizing business processes.

WM Sign-in Terminal (WM-SIT)

- Sign in terminal kiosk and parameter configuration to allow UTA employees to sign in and sign out of their daily work assignments.

WM-Integrations with PASS, EAM, and FX

PASS-WM Integration

WM retrieves PASS Events and Event Strings for the purpose of Dispatching and Timekeeping calculations. Where needed, WM property configuration determines how WM interprets PASS data for Daily Activity, Timekeeping and Vehicle Assignment times.

EAM-WM integration (Maintenance Employees)

This integration package includes - EAM Employee Times To WM, WM Employees To EAM, WM Employee Bid Shift To EAM, WM Employee Daily Activities To EAM. WM can manage Maintenance employees for the purpose of Bidding, Daily Activity, Timekeeping, Incident and Performance activities.

FX-WM Integration

The WM Software interfaces with fixed route scheduling systems, like FX, to pull in the schedule and makes it available for bidding by the union employees.

Execution

During this phase, Trapeze will build and deliver the WM solution defined in the PDD with UTA.

Development

During the development activities, Trapeze will complete all agreed-upon, in-scope branding development items outlined in the Project Design Document. Trapeze will also provide development Services to create a new payroll export, in a csv file format. Any items not listed in the Project Design

Document can also be developed at this time, provided they have been addressed through the Trapeze change order process and added to the scope of this implementation.

Stage 4: Testing and Training

Internal Acceptance Testing

Internal Acceptance Testing is completed remotely by Trapeze before any Software is installed in the UTA test environment. During IAT, Trapeze testing specialists will perform unit and regression testing to ensure completeness and accuracy of all standard features and integrations.

UTA will be requested to provide a subset of historical bid, dispatch, and payroll data for two (2) pay periods. UTA will provide data for one (1) pay period without a holiday and one (1) pay period with a holiday.

Software Installation in Test Environment

Following the completion of Internal Acceptance Testing, Trapeze will remotely install and configure the Software developed in the UTA's test environment.

Installation Testing

During Installation Testing, Trapeze will validate the following:

- Applications are connected to the appropriate database(s)
- General Software functionality is working as designed
- All configurations, integrations and customizations are functioning as agreed upon in the Preliminary Design Document

Upon completion of Installation Testing, Trapeze will work with UTA to parallel dry run testing.

Parallel Dry Run Testing

Parallel Dry Run Testing involves UTA utilizing the Trapeze WM Software in the UTA test environment to enter dispatch data for the current pay period to validate the following:

- Each business process can be completed successfully
- The Software responds to all inputs as Documented
- Trapeze WM produces the same Bid, Dispatch, and Payroll results as the current UTA business processes and systems

Final Design Document (FDD)

Throughout the execution phase, Trapeze will work with UTA to update and finalize all design documentation as Software configuration and process changes are identified as UTA's familiarity with the Software increases. This collection of documents will be provided to UTA in the form of a Final Design Document (FDD) which UTA will review for accuracy.

Training and Acceptance Testing activities will be scheduled after UTA's written acceptance of the FDD. As updates to the Software are identified throughout the remainder of the implementation, Trapeze will continue to update the FDD to reflect the "as-built" solution inclusive of any changes introduced during training or testing.

Software Re-Configuration – Test Environment

Trapeze will use UTA's WM data and the final Project Design Document to update the WM, ESS, Display Board, WM-MON and WM-SIT Software configurations in UTA's test environment. This configuration will be used to support training and testing activities.

Training

Trapeze product training is based on standard training agendas, and sessions vary in length based on topic. The following table outlines the proposed training for this implementation:

WM	System Administration	1.0	On-site
	Bidding	4.0	On-site
	Dispatch	4.0	On-site
	Workforce Management	2.0	On-site
	Timekeeping	2.0	On-site
	Yard Management	1.0	On-site
Employee Self Service	Subject Matter Expert (SME) Training	2.0	On-site
	System Administration Training	0.5	Remote
WM-Mobile	Subject Matter Expert (SME) Training	0.5	On-site
Integrations (WM-PASS, WM-FX, WM-EAM)	Subject Matter Expert (SME) Training	1.0	On-site
	System Administration Training	1.0	Remote
WM-SIT	System Administration Training	0.5	Remote
	Subject Matter Expert (SME) Training	1.0	On-site
Display Board	System Administration Training	0.5	Remote
WM-MON	System Administration Training	1.0	On-site

End User Training

To ensure that all WM end users are familiar with the new Software, UTA will complete all end user training prior to the go-live date. It is recommended that UTA record all Trapeze-led training sessions so they can be leveraged when training UTA's end users. To assist with UTA's end user training, Trapeze will provide remote consulting support.

Acceptance Testing

Acceptance Testing involves UTA utilizing the Trapeze Software in the test environment to ensure it responds accurately to user inputs and all features and functions work as specified in the Project Design Document. As part of Acceptance Testing for the WM Software, UTA will need to input two (2) weeks of dispatch data in order to compare historical production payroll records. One of the pay weeks must include a holiday, as it will be imperative to test for additional complexity resulting from holiday pay rules.

Payroll Testing

During this process, the WM Timekeeping rules delivered by Trapeze will be tested by calculating employee pay records and identifying variances with production payroll records for four (4) pay periods. Variances will need to be reviewed and root causes identified by UTA to ensure payroll is comparable with expected employee pay outputs and the WM Software. Payroll testing will be considered complete based on the criteria outlined in the Acceptance Testing plan.

Integration Testing

UTA will execute the following Integration Testing as part of Acceptance Testing. Integration Testing will involve UTA reviewing all existing integration points and interfaces for the solution

- HR, Payroll, WM/PASS, WM/EAM, WM/FX Integrations

Testing Defect Review Tracking and Resolution

During Acceptance Testing, UTA will document and prioritize any defects encountered throughout the testing period (if any exist) and supply Trapeze with a complete list of all perceived defects based on the severity levels defined below.

1. **Critical** – Defect causes failure of critical functionality or critical data and no workaround is available.
2. **Major** – Defect partially impairs critical functionality. A workaround is available but difficult to execute.
3. **Minor** – Defect impairs non-critical functionality with a satisfactory workaround available.

During the Acceptance Testing period, Trapeze will work remotely to resolve all critical and major defects (if any exist). If an updated Software solution is required to resolve the defect(s), Trapeze will provide the updated Software encompassing all defect fixes. UTA will be asked to test and validate the Software to ensure all defects have been rectified.

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

Software Installation in Production Environment

Following the completion of Acceptance Testing, Trapeze will remotely install and configure the Software in the UTA's production environment and prepare for Parallel System Testing and Deployment.

Parallel System Testing

Parallel System Testing activity involves UTA utilizing the WM Software in the production environment in parallel with legacy processes and/or systems to ensure it responds accurately to user inputs, and the features and functions of the Software work as designed and documented. UTA and Trapeze will execute one (1) live pay period test. All parallel testing will be executed at a single location of UTA's choosing.

Stage 5: Deploy and Close

Software Deployment and Project Closure

Upon successful completion of Parallel System Testing, Trapeze and UTA will commence the Software Rollout activities. Trapeze will provide resources for go-live support for the launch of the new Software.

It is recommended this support be augmented with support directly from UTA project SMEs and trainers. After the go-live support period is complete, any newly identified critical or major defects will be resolved by the Trapeze Project team. Any remaining or newly identified minor defects will be transitioned to the Trapeze long-term maintenance support team for resolution and project closure will be processed. All new support issues will be entered through the standard support channels, and UTA will receive full access to all maintenance support collateral and Services as they pertain to the newly implemented Software.

Project Duration

The WM Implementation project is expected to be completed within twenty-four (24) months from the completion of the project kick-off meeting. Following contract execution, a mobilization period of up to forty-five (45) days may be required to kick off the project and align all resources. Trapeze will work to minimize this mobilization period through proactive planning with UTA.

If the length of the project exceeds twenty-four (24) months from the kick-off meeting, either due to UTA readiness or resourcing delays, a change order may be required to fund the extension.

Project Assumptions

General Pricing Assumptions

1. This implementation is a fixed-fee engagement.
2. WM Software licenses are based on the following:
    a. Up to 1,300 employees
    b. Up to six (6) divisions
    c. English only
    d. Agencies include Fixed Route, Paratransit, Light Rail and Heavy Rail
        i. All agencies use the same CBA.
3. Software licenses include the WM Core modules and WM Add-on modules:
    a. Custom Payroll Export
        i. There is no additional license cost for WM-Mobile if ESS is obtained.
4. All subsequent maintenance renewal fees will be based on the operational characteristics of UTA at the time of renewal and subject to Trapeze's then-current pricing.
5. The WM modules will be implemented in version 21 and UTA will need to upgrade PASS and FX to version 21 prior to beginning of this project.
6. Pricing does not include any applicable taxes or expenses associated with UTA and any of their resources assigned to the project.
7. This project is expected to be complete within no more than twenty-four (24) months from the initial project kick-off meeting.

   a. If the length of the project exceeds the proposed timeline due to UTA delays, a Change Order will need to be issued and agreed upon by both parties to accommodate any additional support Services required to support the increased project duration.
8. The Software will be implemented “off-the-shelf” and will provide functionality as described in the literature for the version being implemented.
9. All Software will take advantage of the existing Trapeze infrastructure, data sources and Software, unless otherwise stated.
10. UTA is responsible for the purchase and installation of any required server and workstation hardware and software (servers shall be preconfigured to Trapeze’s specifications), if necessary.
    a. UTA will also be responsible for any sign in terminal and kiosk hardware required for Workforce Management-SIT and Employee Self Service.
    b. All terminals and kiosks will require a connection to the UTA network.
11. Any integration with Third Party Software or systems will be the responsibility of UTA.
12. Any Services or requests not identified within this statement of work, including reviewing or correcting data integrity issues, will be considered outside the scope of this engagement and will need to be addressed through a change order. Additional costs may apply based on the nature of the change.
13. No custom reports are provided for this product as part of this implementation.
14. Historical data loading by Trapeze is not included in the scope of this project. UTA will manually enter any historical absence, incident, and performance data into WM in advance of Deployment if required.
15. An UTA system administrator will be readily available for all configuration, installation, testing and deployment activities.
16. UTA will be required to provide a dedicated representative to coordinate and support training with Trapeze personnel and an authorized resource to sign off on training.
17. Expenses have been included for on-site trips consisting of the following activities:
    a. Design Review, Job Shadowing, Acceptance Testing, Parallel Testing, Training, Deployment Support, Project Management
18. Expenses assume a minimum of two weeks' notice is provided by UTA to Trapeze in advance of any on-site trip being scheduled. Expenses are subject to additional charges if insufficient notice is provided.
19. The delivery of on-site Services is conditional on the guidance of the latest travel and health advisories issued by relevant authorities, as well as appropriate workplace safety precautions being implemented at UTA. Trapeze and UTA may opt to exercise alternate remote options if on-site Services are not feasible.
    a. In the event of travel restrictions Trapeze and UTA will work together to progress the project remotely and agree upon a revised timeline. This change will not impact the cost of the project.
20. The pricing assumes the purchase and the implementation of all modules in parallel.
    a. Should UTA elect to implement any WM modules separately, additional costs will be incurred.
21. The 90-days Software warranty will begin upon installation into production environment.
22. Configuration of additional rules not identified in the Final Design Document will be considered outside the scope of the project.

a. Any historical data being loaded into Trapeze WM for employees, absences and incidents will require the corresponding configuration (i.e., employee types, employee status types, absence types, incident subtypes), otherwise the record will be ignored by the data loader.

23. Configuration and rule development will be limited to items that can be configured using standard WM configuration parameters.
24. The Payroll Integration will be implemented using a flat file payroll export from the Trapeze WM Software
25. Sign-Ups

- UTA has up to three (3) sign ups per year.
- Operators do not cross between business units/divisions (e.g., para v/s fixed route and vice versa). A driver can choose to bid for a different division, but they would be "moving" to that business for that sign up.

26. Work

- Schedule data for Fixed Route and Rail employees will be imported from FX
- Schedule data for Paratransit employees will come from PASS
- UTA will roster weekly work of eight (8) hours and ten (10) hours shifts.

27. Pay

- Extraboard employees have a seventy (70) hour guarantee over a two (2) week pay period. Extraboard employees are not eligible for daily OT (overtime), but only after completion of forty (40) hours a week.
- Part time employees work less than twenty (25) hours. They have no overtime, guarantee or holiday pay.
- For other employees the overtime (OT) is calculated daily. Daily OT will be calculated after eight (8) working hours.

28. Light and Heavy Rail do not have Extraboard or Part Time employees.
29. Work Assignment Rules include – eight (8) hours rest time, eleven (11) hours' drive time, spread time, max duty.
30. Timekeeping for UTA will continue to be maintained in the home-grown system with a text file to payroll. UTA will continue to use Kronos for administration and maintenance and JDE for payroll.
31. For Timekeeping there will be no rounding and pay will be to the minute.
32. The following WM to EAM integration are included as part of this implementation.

- Employee Package
    i. EAM Employee Time to WM
    ii. WM Employee to EAM
    iii. WM Employee Bid Shift to EAM
    iv. WM Employee Daily Activities to EAM

<u>Employee Self Service</u>

33. Existing hardware supporting ESS will be utilized for this project. If additional hardware is required, Trapeze will provide hardware recommendations, however, hardware costs will not be included in the budget for the ESS implementation.
34. UTA's IT team will be required to support the Internet deployment of the ESS Software. Trapeze will provide recommendations on how to roll out the Software on the internet.

- UTA is expected to provide Trapeze with their logo to be added to the ESS pages. The logo size requirements for Version 21 are: 681 x 192 pixels.

35. It is expected that UTA will communicate instructions on how to access ESS to their workforce prior to the deployment of the Software in the production environment.

- Trapeze will provide guidance to UTA on how to enter employee login PINs in the Trapeze WM Software.

36. For ESS to go live, UTA must already be using WM Bidding, Dispatch and Workforce Management in production.
37. ESS will be considered live at the completion of Acceptance Testing and installation of the Software configuration in UTA's production environment. UTA will be responsible for the rollout of the Software to their employees.

WM-SIT

38. UTA is required to provide Trapeze with an employee card sample for testing purposes.
    a. Trapeze will use the employee card sample to complete internal testing and provide UTA with compatible card reader options.
39. No special handling of card formatting is included in this project.
    b. Should the employee card require special handling (decryption) upon reading to verify the operator's identity, this will be considered outside the scope of this implementation and additional Services to handle card formatting will need to be procured through the Trapeze change order process.

WM - Display Board

40. UTA is responsible for the purchase and installation of any required server and WM Digital Display Board hardware (servers shall be preconfigured to Trapeze's specifications).

- UTA is responsible for all screens, mounting and cabling required.
- UTA will have all hardware installed and setup prior to Software installation.
- Internet Information Services (IIS) will be installed on the application server.
- Each screen will require a connection to UTA's internal network.
- Each screen will be required to have a unique identifier in order to control the configuration.

41. Each display board screen will only display either Bidding or Dispatch data and UTA system administrators will have the ability to configure the screen to display either one.

WM Mobile

42. UTA will be responsible for creating and maintaining the required Google Play and Apple Developer accounts, which should be procured prior to the installation of the Software in the test environment.
43. Development has been included in this project for the purposes of branding.

- "Branding" includes theme (primary and secondary) colors, headers, and logos only.
- The standard, out-of-box screens will be included as part of this implementation. No additions to screens will be permitted. However, screens can be removed or hidden as requested.

44. UTA is responsible for providing all necessary branding guides, images, splash screens, elements, assets, etc. for customizing the branding of the WM Mobile applications.
45. UTA is responsible for providing users with Apple/Android devices for Acceptance Testing.
46. General menu changes are permitted, including removing standard options, and renaming

options.

WM-MON

47. OPS-MON will act as a one-way interface to UTA's 3rd party CAD/AVL system. The integration will utilize the standard out-of-the-box Trapeze OPS-MON integration where Trapeze will populate the following tables:
    a. OPSMON Employees
    b. OPSMON Vehicles
    c. OPSMON Assignments

Project Implementation Approach – RISC

The RISC section of the implementation is governed by Exhibit A. This section describes the Subscription Services to be performed by Trapeze and the expectations of UTA throughout the RISC delivery.

Implementation Activities & Deliverables

Activity	Trapeze Responsibilities	Utah Transit Authority Responsibilities	Deliverables
Implementation Project Kick-Off	• Initial planning meeting • Lead implementation kick-off meeting • Collaborate with Utah Transit Authority to create a schedule of implementation activities	• Ensure all appropriate staff attend the kick-off meeting • Assist with developing the schedule • Identify SMEs	• Kick-off presentation • Preliminary schedule
Out-of-the-Box Implementation	• Configure access to RISC for Utah Transit Authority • Lead configuration discovery meetings • Perform or provide support for Utah Transit Authority users to perform configuration of system • Provide coaching and training as needed • Track issues and notify as resolutions completed.	• Participate in iterative system design sessions. • Provide workflows, SOPs, standard forms, and existing reporting as necessary. • Designate decision-makers to determine when/if Utah Transit Authority will convert to a standard RISC subscription	• OOTB RISC Software configured in the Azure cloud • Final business rule configuration s

Training	• Provide training and/or training material as needed.	• Administrators & SMEs attend configuration sessions. • Identify other agency users and training needs.	• Help guides as requested
Implementation Project Closure	• Communicate status of all tracked issues	• Perform Acceptance Testing • Provide sign-off on the milestone document	• Utah Transit Authority is live in production

RISC Integration Project Activities & Deliverables

The below milestones apply to each integration project that is agreed to be undertaken.

Activity	Trapeze Responsibilities	Utah Transit Authority Responsibilities	Deliverables
Integration Project Launch	• Provide expected timeline. • Schedule the integration project kick-off meeting.	• Confirm in writing that Utah Transit Authority wishes to proceed with an integration with the RISC system.	• Integration schedule / timeline
EAM Integration Discovery	• Conduct discovery • Document integration requirements	• Provide access as necessary to systems for integration • Provide SMEs to participate in discovery	• Integration Requirements document
EAM Integration Configuration & Testing	• Provide Software and support for any on-prem connectors (messaging service). • Track and report on any issues identified.	• Configure API messaging service in Utah Transit Authority's environment, if needed. • Facilitate collaboration with vendors as needed. • Support testing with data entry or access as needed.	• Notification of the beginning of the Acceptance Testing Period
EAM Integration Acceptance Testing	• Track all issues reported as part of project reporting • Timely investigation and resolution of issues	• Perform Acceptance Testing • Escalate issues to the appropriate Trapeze resource • Participate in prioritization of issue(s) • Re-test provided resolutions	• Prioritized issue log • Software deployments, as necessary

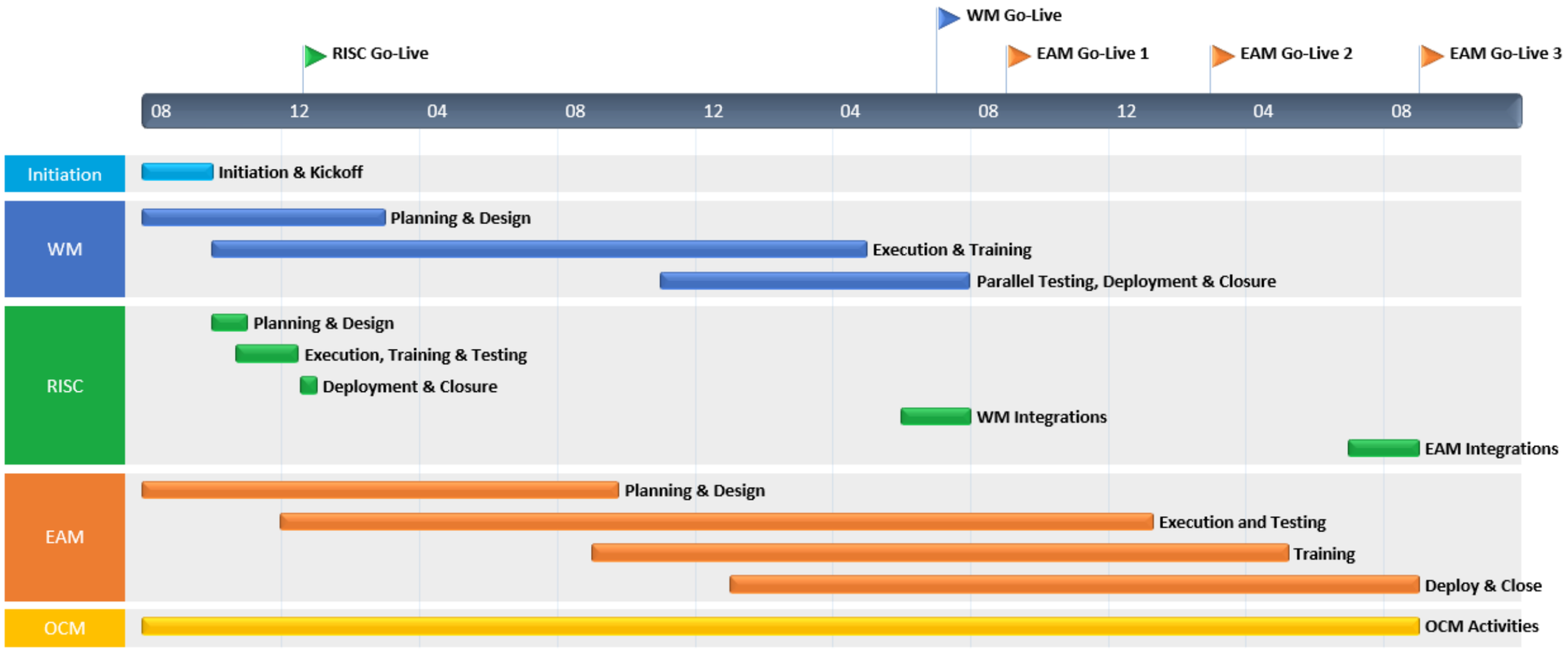
EAM Integration Project Closure	• Begin standard support	• Confirm finalization and closure of all contract deliverables (in writing) • Sign off outstanding milestones	• Integration is live.

RISC Assumptions and Definitions

1. All activities are assumed to be performed remotely.
2. RISC configurations may be updated by UTA at any time during or post implementation. If the updates should be sent via integration a change order may be required.
3. Utah Transit Authority may choose whether to launch projects to integrate RISC with other software systems either during or after the completion of the initial RISC implementation. A standard charge for integrations will be charged when the kick-off meeting for each such integration project occurs. Pricing assumes the following integrations:
    a. Trapeze Enterprise Asset Management (EAM) - Embedded integration to exchange service order requests and asset information
    b. Trapeze Workforce Management – for trip information and incident data
    c. TBD by Utah Transit Authority – Utah Transit Authority may prefer either the HR system or the ITS system.
4. During implementation, Trapeze and Utah Transit Authority will agree on the severity and priority of all issues identified and track resolutions. Severities are defined as follows:
    a. **Critical** – Defect causes failure of critical functionality or critical data and no workaround is available.
    b. **Major** – Defect partially impairs critical functionality. A workaround is available but difficult to execute.
    c. **Minor** – Defect impairs non-critical functionality with a satisfactory workaround.
5. For RISC Integration projects:
    a. Acceptance Testing: Following project completion, and once any issues identified as "critical" have been resolved, a period of five (5) business days will be reserved for Utah Transit Authority to conduct additional Acceptance Testing desired.
    b. Go-Live: Go-Live will be no more than 7 calendar days after the later of:
        i. Utah Transit Authority-led Acceptance Testing has been completed, or
        ii. There are no Critical issues to be deployed and tested by Utah Transit Authority
6. At the completion of the overall RISC implementation project, ongoing support will be provided through Trapeze's standard Customer Care procedures.

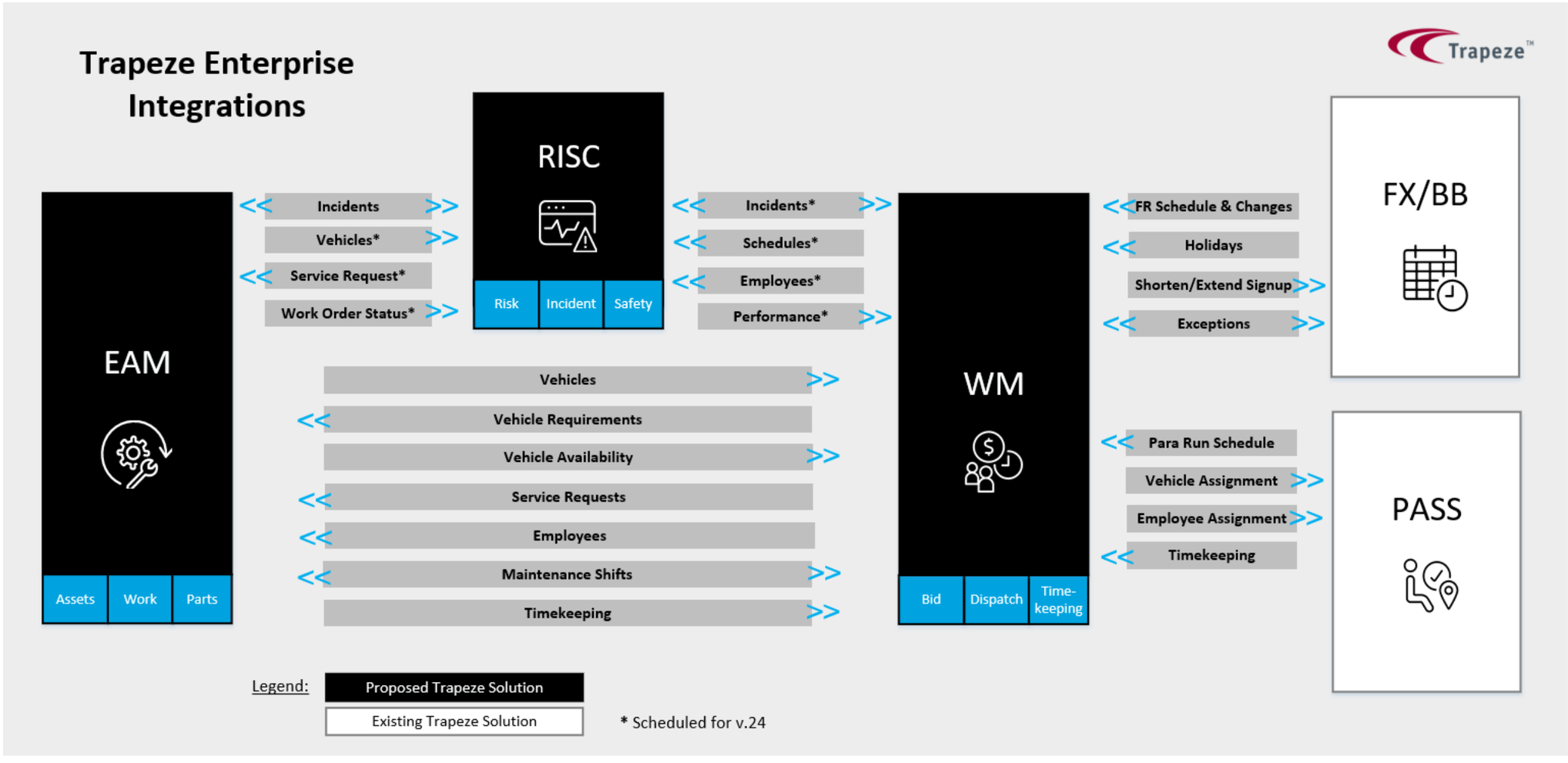
Project Schedule

This is a high-level overview of the project schedule. Please note that a comprehensive, detailed schedule will be included with the final Statement of Work.

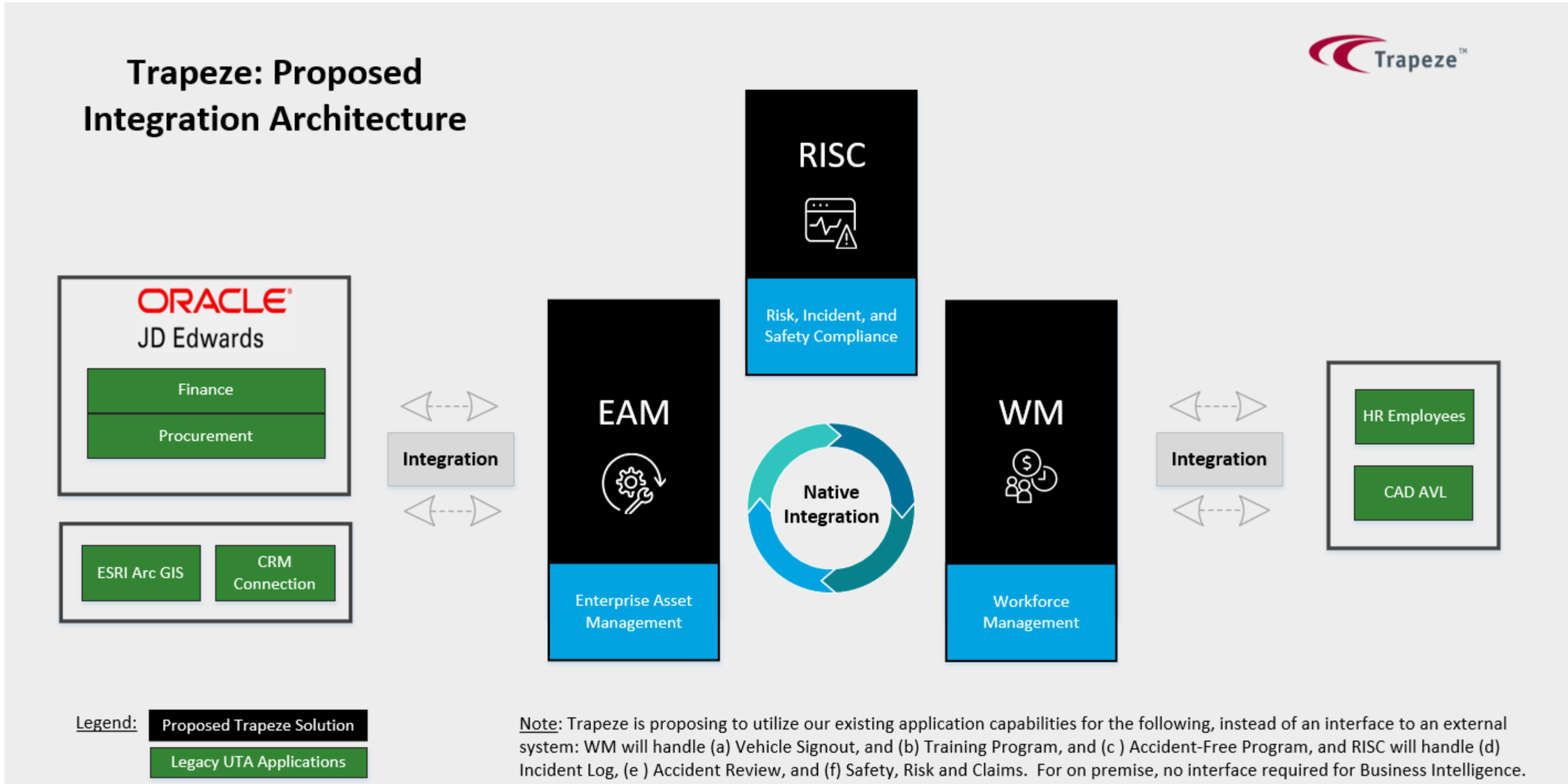


Technical, Security, and Integration Capabilities

The Trapeze solutions included in our proposal (EAM, WM, and RISC) and the applications that UTA already own (FX, PASS) are designed with deep, native integrations to synchronize vital asset, workforce, and schedule data across your organization. ***What does this mean for UTA?*** Because our systems and workflows are designed to work in tandem, we can provide UTA with time to value: faster implementation and less risk; no complicated customizations that will occur with systems from multiple vendors. Based on our knowledge of UTA's environment, we can hit the ground running from day one. Trapeze is the ***only*** vendor who can offer you this deep, native integration. We also have extensive experience interfacing with UTA's third-party systems.



Trapeze understands that a key success factor for this project is integrating the new solution with UTA's other legacy systems (JD Edwards, ESRI, CRM, HR Employees, etc.) Having successfully integrated with JDE at multiple transit agencies, Trapeze's experience in this area is unmatched in the industry. Several of UTA's required integrations are pre-built (ESRI GIS, Active Directory, etc.) which will expedite the project timeline and lower project risk.



Operations System Requirements Matrix

Workforce Management		Rating Response				Notes
Req. #	Requirement Description	SUP	3RD	CST	NS	Notes/Explanation - Links Not To Be Reviewed - <500 Characters
	1. General Information and Communication					
WFM-1	a. The WFM shall provide an Operator Schedule Information System to communicate schedule information.	X				
WFM-2	b. The WFM shall provide an Operator Bid Online Tool	X				
	2. Bid					
WFM-3	a. The WFM shall provide operators with the option to bid remotely, in person and via telephone.	X				
WFM-4	b. The WFM system shall only allow one operator to bid at time with the flexibility to set a time limit.	X				
WFM-5	c. The system shall provide the bid list in seniority order, or as defined in the Collective Bargaining Agreement (CBA).	X				Default is seniority order with ability to manually re-sequence.
WFM-6	d. The system shall provide the capability for an operator to bid on regular, Day Off Relief, Vacation Relief or Extra Board work.	X				Multiple pass option also available for Relief bids.
WFM-7	i. As the work and days off are bid, the system shall keep a running tally of what has been bid already and remove them from view after operator selection.	X				
WFM-8	e. When an operator/supervisor has completed their bid selections, they shall click a button to identify they are done.	X				There is no button to 'finalize' bid requests. Changes are allowed while their bidding window is still active. Once satisfied with requests/preference order, no further action required - requests will become final once bidding window has expired.
WFM-9	i. Auto checks shall be performed for DOT and FRA violations prior to submitting their bid.			X		* NOT PRICED, CAN BE ADDED IN NEGOTIATIONS *
WFM-10	ii. The system shall alert the user to make other selections if violations occur.	X				A validation message will appear preventing the user from proceeding until a valid selection is made.
WFM-11	1. The system shall provide a failsafe in the event a violation does occur.	X				
WFM-12	f. The WFM shall provide a "Pass" (opt out) option if the users so choose.	X				The bid administrator has the option to skip an operator during bidding or remove an operatoror from the bid list, in back office WM. ESS does not provide an opt out option, they just do not sumbit any requests.
WFM-13	g. At the end of their bid selections, the WFM system shall provide an option to print or email the operators bid.	X				WM back office can print Pick Slip. Operators receive in-app employee message in ESS/SIT with notification of awarded bid.
WFM-14	h. The WFM shall provide a screen to display Trapeze FX/Blockbuster change dates.	X				OPS Sign-Up Management screen.
WFM-15	i. The screen shall read the production flags Trapeze creates. (Identify where it is a current or future change date).	X				
WFM-16	i. The WFM shall support the work package assignment for Universal or incremental change days.	X				
WFM-17	ii. The system shall allow this to be set up by specific garage or agency wide.	X				
WFM-18	j. Bid work shall be mode type specific.	X				
WFM-19	k. The WFM shall store and maintain multiple master schedules for each garage or scope.	X				
WFM-20	i. Current, Future and Historical schedules.	X				
WFM-21	ii. Each schedule shall be identified by the effective change day of the schedule.	X				Each schedule has an associated 'Signup Name' with the corresponding date ranges.
WFM-22	l. The WFM shall receive run cut data from Trapeze FX, Blockbuster or Rostering and record the operator bids with the run cut data.	X				
WFM-23	m. The WFM system shall provide two types of Bid sheets for each operator, bid and vacation bid and shall provide a place to attach bid labels.			X		Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
WFM-24	i. Bid sheets shall be created for Regular, Relief Runs and Vacation Relief.			X		Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
WFM-25	ii. Bid sheets shall have the ability to be run by operator, garage, or scope.			X		Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.

Workforce Management		Rating Response				Notes
WFM-26	iii. The vacation bid sheet shall be run for every full-time operator or interim board operator.			X		Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
WFM-27	n. The WFM shall provide the operator the capability for the operator to input their bids electronically and via paper (requiring another to enter the bid into the system).	X				
WFM-28	i. The WFM shall provide a printout of their selections at the completion of their bid.	X				
WFM-29	o. The WFM shall support bid process configuration at UTA.	X				
WFM-30	p. The WFM shall understand exception pieces of work from Trapeze and what days they will operate.	X				WM back office can indicate the exceptions in effect.
WFM-31	i. If offered for bid, the bid labels shall reflect which specific days the exception work will operate.			X		Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
WFM-32	q. The WFM shall understand where relief locations are occurring.	X				
WFM-33	r. The WFM shall support bid work for any necessary operational and administrative roles	X				Support for bidding of Extra Work, that can be defined for non-operator work, which can also be rostered within WM.
WFM-34	i. The WFM shall allow for different rules to be set for each type of employee.	X				
WFM-35	s. The WFM shall be flexible enough to allow shifts to be built within the system. For example, our Rail department builds Report shifts for AM, PM, or ORO (Overnight Report). This data does not come from Trapeze.	X				WM Extra Work.
WFM-36	i. These shifts could carry from one change day to another.	X				
WFM-37	1. The system shall allow a user to copy or change the end date as needed.	X				
	u. Vacation Bid Entry					
WFM-38	i. The system shall be capable to utilize orchestrations or APIs to import vacation data from UTA's HRIS system.	X				Operator seniority and accrual balances can be imported with standard Employee Import interface.
WFM-39	ii. The system shall include a vacation quota field to enter a number of how many vacations to be offered per week per garage/scope.	X				
WFM-40	iii. The systems shall provide a way to identify Undesirable Weeks for bidding.	X				Can define Absence Type/Absence Quota Type with Prime Periods to indicate Undesirable weeks. Undesirable weeks will be clearly indicated in ESS with a 'star' symbol and with every other week being unavailable for selection.
WFM-41	1. The system shall pay out 8 hours to an operator who bids and successfully takes the undesired week of vacation.	X				WM will update accrual balance and generate pay as per desired configuration.
WFM-42	iv. The vacation bid screen shall only show the available bid weeks that are left and the weeks the role can bid on based on CBA defined benefit schedule (requires configuration ability).	X				
WFM-43	v. The WFM shall enter SDV (Single Day Vacation) days for a range of dates and recognize each day as a separate entry.	X				
WFM-44	vi. Authorize users shall have the ability to review vacations by Garage/Scope, Operator Type, Individual, Supervisor Team, other configured roles.	X				Employee Absence Monitor screen.
WFM-45	vii. The system shall provide the capability to view, track and update vacation absences.	X				
WFM-46	viii. After the vacation bid is complete the system shall create a sheet that shows what the operator has bid on, and any deferred weeks for the next fiscal year.	X				The Accrual Balance Details report can be run to show bid selections and any remaining balance.
WFM-47	v. The WFM shall be able to analyze when work needs to be filled by extra board operators and efficiently create the work window periods of time.	X				Stand By work windows can be created daily and/or bid upon as needed. EB can be assigned via various automated tools: Work Assignment Assistant (daily assignment) or OPS Weekly Roster (weekly assignment).
WFM-48	w. The WFM shall be able to create a custom work package for an operator utilizing the unbid work based on the agency's needs. Work packages could be an entire run or partial run for one or more days. Different runs could be selected for different days.	X				Unbid work can be rostered for bidding using OPS Roster Management screen. Weekly rosters can also be created for EB on a weekly basis comprised of any open work.
WFM-49	x. The WFM shall have the capability to open work that has been vacated. The system will allow the work to be bid on and then cascade down the work.	X				* MODULE NOT PRICED - CAN BE ADDED IN NEGOTIATIONS*. Operational Bidding module allows for sub-bids within Sign-Up. e.g. Open Run bid, EB Bid, Hold-down bid, Vacation Relief bid

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WFM-50	1. This process shall be automated. The open work shall be shown as available for bid in the online bid program. The highest seniority operator would be awarded the work. Their work would then be rebid down in seniority.	X				
WFM-51	y. Bid Reports - See Appendix A					
WFM-52	i. Bid Labels			X		* NOT PRICED, CAN BE ADDED IN NEGOTIATIONS *
WFM-53	ii. Relief Bid Labels			X		* NOT PRICED, CAN BE ADDED IN NEGOTIATIONS *
WFM-54	iii. Vacation Bid Labels			X		* NOT PRICED, CAN BE ADDED IN NEGOTIATIONS *
WFM-55	iv. Bid Type Quota Labels			X		* NOT PRICED, CAN BE ADDED IN NEGOTIATIONS *
WFM-56	v. Day Off Quota Labels			X		* NOT PRICED, CAN BE ADDED IN NEGOTIATIONS *
WFM-57	vi. Vacation Relief Bid Labels			X		* NOT PRICED, CAN BE ADDED IN NEGOTIATIONS *
WFM-58	vii. Vacation Relief Bid Report	X				
WFM-59	viii. Operator Bid Sheet (Pre and Post Bid)	X				
WFM-60	ix. Relief Operator Bid Sheet			X		* NOT PRICED, CAN BE ADDED IN NEGOTIATIONS *
WFM-61	x. Operator Vacation Sheet			X		* NOT PRICED, CAN BE ADDED IN NEGOTIATIONS *
WFM-62	xi. Operator Vacation Liability	X				Accrual Balance Details report will display accrued vacation not yet taken.
WFM-63	xii. Work Window Assignment Report	X				
WFM-64	xiii. Regular Bid List	X				
WFM-65	xiv. Others as requested by agency.	X				Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
	3. Dispatch					
	a. Daily Dispatch					
	i. The WFM system shall include the following functions for Daily Dispatch:					
WFM-66	1. Insert	X				
WFM-67	2. Update	X				
WFM-68	3. Cancel	X				
WFM-69	4. Recreate Run	X				Restore function for previously split run and Resume function for previously cancelled run.
WFM-70	5. Previous/Next Day	X				
WFM-71	6. Navigation to the absence screen	X				Show Employee Profile button from Daily Activity screen.
WFM-72	7. Insert Missout	X				Open work/create absence functions.
WFM-73	8. Insert Non-Operating Work	X				Create extra work function to represent non-operating work.
WFM-74	9. Insert Delay Time	X				Edit Work Times/Create extra pay.
WFM-75	10. Split a Piece of Work	X				
WFM-76	11. Combine Piece of Work	X				Group Open Work screen.
WFM-77	12. Select Operator	X				
WFM-78	13. Report Shift Selection	X				
WFM-79	14. Show Relief Stops	X				
WFM-80	15. Navigate to Time Code Entry screen.			X		Can open Timekeeping screen concurrently for desired employee. For direct navigation from dispatch screen, would require customization. * NOT PRICED - CAN BE ADDED IN NEGOTIATIONS *
WFM-81	16. Navigate to or Display the Block sheet.			X		Driver paddle can be loaded from Daily Activity. Can open standard Vehicle Assignment by Block report concurrently. To display Block paddle would require customization. * NOT PRICED - CAN BE ADDED IN NEGOTIATIONS *
WFM-82	17. Handle Trade shifts	X				Work Planner with Trade absence/pay rule configuration.
WFM-83	a. Do not show the shift as overtime for working on a bid day off if the work was traded with another operator.	X				Pay handling done outside of work assignment/dispatch.

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WFM-84	18. Be able to assign more than one operator to a piece of work. Only one work code is allowed for each piece. Provide a flag if a second operator is assigned to the same piece of work as another operator.	X				Duplicate Coverage configuration produces two records for each source work record which allows assignment of different operators for the 'same work'. Pay rules can also be applied differently for each respective operator assignment.
	ii. Daily dispatch shall provide the user the capability to select and view the work by:					
WFM-85	1. Garage/Scope	X				
WFM-86	2. Date	X				
WFM-87	3. Operator	X				
WFM-88	4. Block number	X				
WFM-89	5. Run number	X				
WFM-90	6. Route number	X				
WFM-91	7. Start time	X				
WFM-92	8. End time	X				
WFM-93	9. See all open pieces of work	X				
WFM-94	10. Non-operating pieces of work	X				
WFM-95	11. Scheduled driver	X				Bid Employee Badge/Name.
WFM-96	iii. Selected work shall be displayed by showing the details associated to work piece, including Run/Block details and operator information.	X				
WFM-97	iv. The WFM shall display the Work Windows in the daily dispatch screen when an extra board operator is being displayed.	X				Daily Activity can show both open SB work and list of unassigned EB operators at same time.
WFM-98	1. A notification shall be given if an operator is scheduled outside their work window.	X				All published work is displayed in EB/Volunteer Posting Reports via ESS. Employee Messages can also be sent and received via ESS.
WFM-99	v. The WFM shall show a list of extra work volunteers and be able to add the operator from the list onto a piece of work.	X				
WFM-100	vi. The WFM shall allow the addition or deletion of a travel flag for the operator to be given the travel time if awarded.	X				Work can be edited for Start/End Travel time. Can also be issued via Extra Pay.
WFM-101	vii. The WFM shall be able to switch to a time off screen to view time off balances.	X				"Show Employee Profile" button navigates from Daily Activity dispatch screen.
WFM-102	viii. The WFM shall be able to view the open work, volunteer extra work, and the report shifts at the same time.	X				
WFM-103	ix. Be able to manage part time employees and keep their hours within the part time hour allotment.	X				Work Assignment Rule for PT to limit work time.
	b. Operator Check In/Fit for Duty					
WFM-104	i. The WFM shall provide a way to automatically check in an operator, and a warning function shall be included to alert the dispatcher if an operator has not checked in in time.	X				SIT allows for either operator sign on or by dispatcher on behalf of operator and allows for auto sign off. Daily Activity screen 'Work Coverage at Risk' + SIT audible warning alerts dispatch of operator not having signed on yet within defined threshold.
	c. DOT/ FRA Regulatory Compliance and Override					
WFM-105	i. The WFM shall calculate Rail Fatigue Analysis and track Hours of Service for all covered roles.		X			* NOT PRICED - CAN BE ADDED IN NEGOTIATIONS *
WFM-106	ii. The WFM shall provide a DOT / FRA override that compares DOT / FRA rules to each operator and provide a flag to the dispatcher when violations occur or when an operator is nearing a violation.			X		Work Assignment Rules provide warnings and hard block options. Can override violations with 'waivers'. Additional customizations would be required for FRA rules.
WFM-107	iii. The WFM shall remove the operator from their work to accommodate the violation.	X				The work assignment is prevented if hard block configured and no waiver.
	d. Daily Create					
	i. The Daily create function is run by the user to finalize a day's work.					
WFM-108	1. The WFM shall run based on the data in the system for the identified day and run as often as the user requests it.	X				
WFM-109	2. It shall pull the work scheduled for the date identified from Trapeze FX/Blockbuster.	X				

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WFM-110	3. The WFM shall add bid records, vacation selection records and assign operators to bid work.	X				
WFM-111	4. The WFM shall provide an optimization process (available to run daily, weekly, and by pay period) to assign work to extra board operators	X				Group Open Work - manually/auto group smaller open pieces of work. OPS Weekly Roster - create a roster from open work and assign to EB. Work Assignment Assistant - manually or auto assign work to EB/VOL. Suggest Work - suggest open work to EB/VOL. Suggest Employee - suggest EB/VOL to open work.
WFM-112	5. The WFM shall be able to manage overnight shifts in cases where the shift is started in the afternoon and carried over into the morning of the next day but is still considered the same shift for the previous day.	X				
WFM-113	6. The WFM shall examine pieces of work being put together manually and flag the scheduler if there is less than 1 hour between two pieces of work. The system, during the daily create process, shall not automatically put together two pieces of work for one operator if the time between the two pieces of work is less than 1 hour.	X				Work Assignment Rule (Min. Intervening).
WFM-114	7. The WFM shall identify which pieces of work are for a rail operator, train host or supervisor and assign the work accordingly. Then identify which pieces of work are still open.	X				
WFM-115	8. The system shall provide a flag if an operator is assigned to a piece of work that is assigned to a different garage than the operator reports out of. The user shall be able to continue to assign that piece of work if desired.	X				Work Planner screen (future long-term work) assignment will prompt if wish to re-assign employee's garage. Daily Activity screen can notify/allow with skills configuration; the screen can also show employee and work division respectively.
WFM-116	9. The system shall manage change work requests.	X				
	e. Daily Report Shifts					
WFM-117	i. The WFM shall create daily report shifts if they have been created to exist throughout a change day period.	X				Extra Work (Stand By) can be scheduled for entire or specific periods within a Sign-up period.
WFM-118	ii. The WFM shall display these pieces of work in the open work category to be assigned by the dispatcher to either an extra board operator or a regular operator.	X				
WFM-119	iii. The WFM shall provide the option to assign this work to the extra board as part of the Daily Create process.	X				This assignment can be auto-triggered as part of the Daily Create process or manually triggered afterwards.
1	f. Volunteer Extra Work					
WFM-120	i. The WFM shall provide a means for the operators to volunteer for overtime via a computer interface and via a call-in system (interactive voice response system).	X				Can provide Volunteer Status or send Memo via ESS. Volunteer Status for entire signup can also be enabled during Bidding process via ESS bid requests. No support for IVR.
	g. Time Off Request					
WFM-121	i. The WFM shall provide a means for an operator to submit a request for time off via a computer interface and via a call-in system (interactive voice response system).	X				Operators can submit via ESS -> Absence Request. No support for IVR but WM users can take call information and manually input into system where it will be placed in correct sequence order among electronic and manually entered requests.
	h. Special Service					
WFM-122	i. The WFM shall provide a screen enabling the scheduler to add special service trips. These trips are pieces of work not included in the scheduled work sent over from Trapeze FX, BlockBuster, or Rostering.	X				Extra Work can be created in response to planned work or unexpected events. e.g. Specials, Standby, Casual work
WFM-123	1. The WFM shall allow for the administrator to create special service categories that can be used by any garage.	X				
WFM-124	2. The WFM shall enable the special service pieces of work to be modified, copied, and printed, as necessary.	X				
WFM-125	3. The WFM shall allow the pieces to be copied onto another day.	X				Extra Work can be cloned.
WFM-126	4. The special service pieces of work shall give the option to input a beginning date and ending date.	X				
WFM-127	5. The WFM shall provide a free text area for routing and pick up instructions.	X				Free-Text comments can be added on the work record. An OPS Bulletin can be added for ESS notification to operator.
WFM-128	6. An optional approval process will be set up and a Special Service trip would not be added to the daily run detail until it is approved. After it has been approved it can become open work assigned by the Daily Create process.	X				Can be accomplished with defining a workflow and a combination of automated and manual process.

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WFM-129	a. The WFM shall provide a way to mark a Special as Canceled or Pending.	X				Can utilize WM Published Work process to indicate work as final, no longer pending.
WFM-130	7. The WFM shall produce a Special Service assignment sheet for the operator, to include instructions.			X		* NOT PRICED, CAN BE ADDED IN NEGOTIATIONS *
WFM-131	8. The system shall allow for specific block number ranges to be assigned to different Special Service types (i.e., Emergency bus bridges block range 1900 to 1950, State of Good Repair block range 1951 to 1975 etc.). This shall be specific for each garage.			X		Properties allow for block range but is applicable to all Extra Work, not subsets of. * NOT PRICED, CAN BE ADDED IN NEGOTIATIONS * Can add additional properties for each Work Subtype to specify block range.
WFM-132	9. For timekeeping purposes, the WFM will know that each piece of work is pulling in and out of a garage and will assign the pullout and pullin times as set up in the rules.	X				Pay configuration is based on FX/BB-provided time parameters which will account for both revenue and and non-revenue time as scheduled (e.g. report, travel, clear, etc.) . Rules will generate pay accordingly.
WFM-133	a. The WFM system shall include check boxes to add in the pull in and pull out and assign the time as appropriate.	X				Sign On/Off location info is displayed and any non-revenue time is provided by FX/BB with the ability to update/edit in Daily Activity dispatch screen. Pay rules will consider any updates to the default values.
WFM-134	10. The WFM shall provide the ability to copy existing, ongoing special trips and to copy an existing piece of work and to include the ability to adjust the time of the piece of work that was copied.	X				Extra Work can be copied. WM Extra Work can be created for import of block/trip info from an FX/BB run. Extra Work allows for adjusting of time.
	i. Scheduled Non-Operating Work (SNOW)					
	i. Scheduled Non-Operating Work (SNOW) is work that is not part of a regular operator's bid or not usually considered part of revenue hours and could be a meeting or participation in a task team.					
WFM-135	1. The WFM shall create and maintain a table to flag which codes are non-operating and which codes are included in drive time.	X				Work Subtypes (Extra Work) can be configured to indicate operating vs. non-operating work.
WFM-136	2. The WFM shall provide the capability to enter SNOW assignments data and to display them.	X				
WFM-137	3. Garage entry, Date, Start and End date, Alias Time Code associated with the SNOW assignment, Badge, Name, Open Work flag, Start Time, End time, and Comment field.	X				
WFM-138	4. The WFM shall create the SNOW code as part of the daily create.	X				
	j. Extra Board Posting					
WFM-139	1. The WFM shall create the posting as a report that is customizable by the garage.			X		Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
WFM-140	2. The WFM shall be capable of providing this information to an operator via a computer system or through other technologies.	X				ESS Posting Report.
WFM-141	3. The WFM shall provide the capability for the user to identify whether the work is:					
WFM-142	a. Final Posting – ready for the operators to receive their schedule.	X				Final Posting is when Publish Assignments process is run; this is manually triggered.
WFM-143	b. Soft Posting – can provide information to the operator but they will need to call back after the cut off for the final posting time as defined by the CBA.	X				Can add a footer message to indicate 'Not Final Until x:xx PM' on EB Posting screen in ESS.
WFM-144	c. Or the schedule is not ready for the operator to hear at all.	X				ESS provides option to show work assignments only if day is published.
	k. Daily Dispatch Calendar					
WFM-145	i. The Daily Dispatch Calendar is needed to provide a place to store all approved time off and update if the time off request is canceled.	X				ESS Calendar displays pending and approved absence requests with ability to delete. Absence Requests screen in WM displays all requests with abiity to delete.
WFM-146	1. This calendar shall be accessible by the operator, supervisor, office specialist or manager electronically.	X				
	l. Reports – See Appendix B					
WFM-147	i. Daily Posting					
WFM-148	1. Currently we have different postings for TRAX, Frontrunner, and Riverside.	X				
WFM-149	ii. Approved Absence Report	X				All standard Absence reports have Division filter.
WFM-150	iii. Board Work Window Accumulated Hours	X				EB Daily List will show all work assigned for the day.
WFM-151	iv. Daily Absence Report	X				
WFM-152	v. Daily Run Detail	X				
WFM-153	1. By Block or Run	X				Daily Activity report (By Work Name). Vehicle Assignment by Work Name (By Work Name).

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WFM-154	2. Weekly	X				Employee Activities report.
WFM-155	vi. Day Off Report	X				Days Off by Seniority report.
WFM-156	vii. Operator Volunteer Overtime Report	X				Employee Profile report - Volunteer.
WFM-157	viii. Operators with no work	X				Daily Activity Exceptions report.
WFM-158	ix. Pending Absence Report	X				An Ad Hoc report can pull all absence requests that have not yet been processed for a date range.
WFM-159	x. Report Shifts	X				Daily Activity screen can apply filter on Work Types.
WFM-160	xi. Rolling DOT Weekly Hours			X		Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
WFM-161	xii. Trainee Assigned Hours			X		Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
WFM-162	xiii. Training Go to Work			X		Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
WFM-163	xiv. Unscheduled Absence Report	X				Standard Absence reports can be run for specified absence types.
WFM-164	xv. Volunteer Overtime Posting	X				Volunteer Posting report.
WFM-165	xvi. Work Assignment Sheet	X				Various work assignment reports available.
WFM-166	xvii. Others as requested by agency	X				Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
	4. Master Schedule					
WFM-167	a. The WFM shall provide a master schedule to view, add and create work assignments per change day period.	X				Work Planner.
WFM-168	i. This would be filtered by Garage, Garage Scope, and Change Period.	X				
WFM-169	ii. This will contain the run, block, and route information from Trapeze.	X				
	5. Operator					
WFM-170	a. The WFM shall receive employee information from UTA's current system of record JDE as often as needed by agency.	X				
WFM-171	b. The WFM shall only allow authorized users to access operator records.	X				Division/Garage-based security.
WFM-172	c. The WFM shall track what, when and who updated the operator information.	X				
WFM-173	d. The WFM shall store all operator information, including but not limited to:					
WFM-174	i. Name	X				
WFM-175	ii. Badge	X				
WFM-176	iii. Alternate Name/Patch ID	X				
WFM-177	iv. Address	X				
WFM-178	v. Emergency Contact Information	X				
WFM-179	vi. Seniority Information	X				
WFM-180	vii. Benefit date and balances	X				
WFM-181	viii. Hire Date	X				
WFM-182	ix. Employee Status	X				
WFM-183	x. Employee Type	X				
WFM-184	xi. Operator Type	X				
WFM-185	xii. Pay Rate	X				
WFM-186	xiii. Physical date and provider, along with expiration date	X				
WFM-187	xiv. Qualifications	X				
WFM-188	xv. Supervisor Assignments	X				Represented by Extra Work assignment to indicate 'Supervisor' work.
WFM-189	1. Including Temporary Supervisor assignments.	X				

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WFM-190	2. The WFM system shall keep historical records.	X				
WFM-191	e. The WFM shall provide the ability to maintain the operator's driving qualifications.	X				
WFM-192	i. The WFM shall also provide the capability for an administrator to maintain the list of qualifications needed, this includes being able to delete, add to or modify the list.	X				
WFM-193	f. The WFM shall provide the capability to change operator types and maintain a history of who made the changes and show the date and the change that was made.	X				
WFM-194	g. The WFM shall provide the Operators with an option to view an Operator Interface that is accessible outside of the UTA network.	X				Possible with a public-facing ESS implementation.
WFM-195	i. It is desired to have access to an operator calendar, bid online, schedule vacation/day off requests, volunteer for overtime etc. through a web-based program which shall be available outside the UTA network.	X				Possible with a public-facing ESS implementation.
	h. Reports – See Appendix C					
WFM-196	i. Expiring Certification	X				Expiration Dates report.
WFM-197	ii. Operator Detail	X				Employee Profile report.
WFM-198	iii. Operator Perfect Attendance	X				Perfect Attendance Bonus screen.
WFM-199	iv. Operator Probation	X				Ad-hoc report based on employement date fields or employee type.
WFM-200	v. Operator Qualifications	X				Employee Profile report - Skills.
WFM-201	vi. Operator Seniority	X				Seniority report.
WFM-202	vii. Operator License	X				Employee Profile report - Skills / Expiration Dates report.
WFM-203	viii. Operator Physicals	X				Employee Profile report - Skills.
WFM-204	ix. Birthdays/Anniversaries Report	X				Anniversary Year report.
WFM-205	x. Supervisor Goals and Statistics	X				Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
WFM-206	xi. Others as requested by agency	X				Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
	6. Performance Evaluation					
WFM-207	a. The WFM shall provide a way to track Operator Performance and disciplines (i.e., Missout, short notice absences, accidents).	X				
WFM-208	i. The WFM will allow for these codes to be added, updated, or edited by the system administrator.	X				
WFM-209	ii. The WFM shall follow all UTA CBA rules for tracking and reporting.	X				Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
	7. Supervisor Assignments					
WFM-210	a. Supervisor Assignments	X				Can create Extra Work to indicate a Supervisor work assignment.
WFM-211	b. Temporary Assignments	X				Can create Extra Work to indicate a Temporary work assignment.
WFM-212	c. Daily Codes Violation	X				Work Assignment Rules Violations report.
	8. Timekeeping and Payroll Processing					
	a. Alias Time Code versus Time Codes					
	i. Alias Time Code Scope					
WFM-213	1. The system shall provide the capability to support the use of the Alias Time Code Versus the Time Codes.	X				Alias Time Code = WM Pay Code. Time Code = WM Payroll Code.
WFM-214	a. Alias time codes are the time codes used by operations to identify the work that an operator performed. There are more Alias time codes than time codes to enable operations to track work at a more detailed level. The time codes are the codes used by payroll to	X				WM supports one-to-many Time Codes vs. Alias Time Codes.

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	calculate an operators pay. Payroll does not need as many time codes for them to track pay, so there are fewer time codes than Alias time codes.					
WFM-215	2. This capability shall be developed to enable changing Alias time codes and time codes and their relationships.	X				
WFM-216	3. The WFM shall identify the relationship between the two sets of codes.	X				
	ii. Time Code/Alias Time Code Record					
WFM-217	1. The system shall provide the capability to support the use of the Alias Time Code Record.	X				
WFM-218	a. Alias Time Code Record is a way to take the group formed in the Alias Time Code Scope and determine which of the codes fit into the group that was set up.	X				
WFM-219	2. The system shall provide the capability to recognize and support the Alias Time Codes and the Time Codes.	X				
WFM-220	a. Each Alias Time Code must tie back into a Time Code.	X				
WFM-221	i. These codes are not what are seen during the dispatch and payroll processes and occur in the background.	X				
	b. Time Code Entry					
WFM-222	i. The WFM shall provide the capability to add or modify scheduled time/event on existing records.	X				
WFM-223	1. For example, adding Accident Report pay of 30 minutes.	X				
WFM-224	ii. The WFM shall provide the user with the option to create a Bulk entry where a user can select the delay reason to attach to all entries.				X	SIT can automatcally issue extra pay of a specified type upon late sign off which is recognized by timekeeping process. No support for bulk entry of extra pay.
	c. Time off Tracking					
WFM-225	i. The WFM shall provide the capability to build rules to maintain and manage time offs in conjunction with how many hours are in the operator's account.	X				Day Off Quotas, Accruals, Absence Requests, and Bid Absence Matrix are all tools to enforce and help manage quotas, bidding for time off, validating accrual balances, and processing of time off requests.
	d. FMLA tracking					
WFM-226	i. The WFM shall maintain the FMLA hours that are available by law.	X				
WFM-227	ii. Track usage of hours and maintain the current balance.	X				
WFM-228	iii. Enable adding and subtracting hours based on usage, anniversaries of the start date of the FMLA and based on a rolling year.	X				
WFM-229	iv. Track several types of FMLA leave occurrences.	X				
WFM-230	1. Intermittent	X				
WFM-231	2. Concurrent	X				
WFM-232	3. UTA FMLA Parental Leave	X				
	e. Timekeeping					
WFM-233	i. The WFM shall allow timekeeping to be set up for dispatchers, office specialists or managers to review the hours assigned to each operator for the pay period.	X				
WFM-234	ii. Rules for timekeeping shall be set up and maintained by an administrator.	X				Pay Rules are part of project implementation, configured by Trapeze.
WFM-235	1. The rules shall be able to be adjusted by an administrator if a union contract or company rule changes.	X				Depending on scope of change, may require T&M or fixed price work order.
WFM-236	iii. Rules shall be able to be set up by garage or scope and operator type.	X				Pay Rules are highly configurable to allow for granular definition by garage, employee type, etc.
WFM-237	iv. The WFM shall allow for timekeeping adjustments be made on previous pay periods.	X				WM allows for timekeeping adjustments for posted days.
WFM-238	1. These adjustments shall be sent to JDE for automatic processing.	X				Prior Pay Adjustments functionality. A full design review will need to be completed to determine fit for UTA's process to determine if customizations are required.

Workforce Management		Rating Response				Notes
WFM-239	2. The payroll analyst shall be notified of the change.				X	Payroll analyst will be presented with any out-of-period adjustments during prior pay process. But no notifications will be sent at the time the actual out-of-period events are entered.
WFM-240	3. The adjustment shall include a comment field to indicate why the adjustment was made.	X				
WFM-241	v. The WFM shall make changes to an operators pay easy to manage.	X				
WFM-242	1. The process shall be easy and not require an excessive number of steps.	X				
WFM-243	a. When changing codes, field could be a drop down or allow for typing in the code.	X				
	vi. Reports – See Appendix D					
WFM-244	1. FMLA Hour Tracking	X				Employee Profile report - FMLA Balance/Certifications.
WFM-245	2. Platform Hours	X				Timekeeping reports.
WFM-246	3. Timecard Detail	X				
WFM-247	4. Timecard Summary	X				
WFM-248	5. Time Extract Grid	X				Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
WFM-249	6. Timekeeping Exceptions	X				Timekeeping Exceptions report.
WFM-250	7. Wage Increase Report			X		Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
WFM-251	8. After Payroll Corrections	X				Prior Pay Adjustments functionality.
WFM-252	9. Others as requested by agency or recommended by vendor.	X				Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
	9. Additional Reporting					
	a. Reports not identified in other sections of the RFP.					
WFM-253	i. Training	X				Trapeze is proposing their standard suite of reports with the solution. Any addiitional custom-developed reports can be negotiated.
WFM-254	1. Student Information Sheet	X				Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
WFM-255	2. Training Go to Work	X				Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
WFM-256	ii. Special Services	X				Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
WFM-257	1. Comparison	X				Require further discovery/requirements. A wide array of standard reports exists as does the ability to create ad-hoc reports.
WFM-258	iii. IVR Reports				X	IVR not supported for absence requests
WFM-259	1. Daily Requested Days Off	X				Absence Requests screen
WFM-260	2. IVR Approved Absence	X				Absence Requests screen
WFM-261	3. IVR Pending Absence	X				Absence Requests screen
WFM-262	4. IVR Requested Days Off	X				Absence Requests screen
WFM-263	5. IVR Requested Days off Notification	X				Absence Requests screen will display all requests (pending and processed) for the specified date range.
WFM-264	6. Requested Days off Summary	X				Absence Requests screen
WFM-265	iv. Other reports as requested by agency.	X				Require further discovery/requirements. A wide array of standard reports exists as does the ability to create ad-hoc reports.
WFM-266	v. Service related NTD reporting including MR-20 and S-10.			X		Trapeze is proposing their standard suite of reports with the solution. Any additional custom-developed reports can be negotiated.
	10. Administration					
WFM-267	a. Table Maintenance					Admin users have access to all ancillary/configuration screens.

Workforce Management		Rating Response				Notes
WFM-268	i. Garages	X				
WFM-269	ii. Garage Scope	X				
WFM-270	iii. Employee Type	X				
WFM-271	iv. Employee Status	X				
WFM-272	v. Operator Type	X				
WFM-273	vi. Discipline and Performance	X				
WFM-274	vii. Qualifications	X				
WFM-275	viii. Service Type	X				
WFM-276	ix. Special Service Type	X				
WFM-277	x. Daily Code Violations	X				
WFM-278	xi. Vacation Calendar	X				
WFM-279	xii. Board Assignment Parameters	X				
WFM-280	xiii. Security	X				
WFM-281	xiv. User maintenance					
WFM-282	1. The WFM system shall integrate with Okta and Active Directory to grant User permissions.				X	AD is supported, can utilize Directory Server Authentication. Okta not supported.
WFM-283	2. The WFM system shall provide system administrator the ability to determine what parts of the system that a user has access to.	X				
WFM-284	xv. Operations Calendar	X				

Enterprise Asset Management		Rating Response				Notes
Req. #	Requirement Description	SUP	3RD	CST	NS	Notes/Explanation - Links Not To Be Reviewed - <500 Characters
	1. Preventive Maintenance					
EAM-1	a. The solution shall be able to forecast preventative maintenance as well as review, modify and print the forecasted schedules.	X				
EAM-2	b. The solution shall have the ability to create, add, subtract and modify tasks associated to the preventive maintenance cycle as well as link and unlink maintenance tasks.	X				
EAM-3	c. The solution shall have the ability to create work orders and/or tasks for a group of assets or a type of assets. For example, UTA may run a maintenance campaign to replace brake components on all buses of a certain make/model.	X				
EAM-4	d. The solution shall provide for at minimum the management of spare parts, tools, and other materials (separately) including the forecast of materials.	X				
EAM-5	e. The solution shall be able to create preventive maintenance plans for a variety of schedules, such as by date, by mileage or by a specific calendar date. For example, some cycles are 28 days and will fall on a different calendar date each month.	X				
EAM-6	f. The solution shall be able to create preventive maintenance cycles for a piece of equipment and be able to add to, subtract from, delete, or combine cycles as needed.	X				
EAM-7	i. Preventative Maintenance cycles shall have the ability to be hierarchical. For example, the 100,000 mile cycle could include all of the 50,000 mile tasks, and the 50,000 mile cycle could include all of the 12,000 mile tasks.	X				
EAM-8	g. The solution shall be flexible enough to have preventive maintenance schedules based on previously completed preventative maintenance tasks performed, as well as a previous scheduled date.	X				
EAM-9	h. The solution shall provide an intuitive, user friendly, interface that minimizes user clicks and navigation to complete tasks.	X				
	2. General Work Order Requirements					
EAM-10	a. The solution shall have the ability to create work orders for repair, inspections, and other purposes as the business needs require.	X				
EAM-11	b. The solution shall allow multiple open work orders on the same asset, which may be in various phases of completion.	X				
EAM-12	c. The solution shall have the ability to create work orders with multiple tasks and add tasks to the same work order.	X				
EAM-13	d. The solution shall allow work orders to be related to other work orders and grouped as needed.	X				

Enterprise Asset Management		Rating Response				Notes
EAM-14	e. The solution shall have the ability to generate a work order as a result of a problem found during a preventative maintenance or inspection and link the preventive maintenance or inspection and the repair work orders.	X				
EAM-15	f. The solution shall have the ability to create a set of standard templates for all work order types within the system. UTA must be able to modify these templates as new situations require.	X				
EAM-16	g. The solution shall have the ability to track any type of event and manage follow up activities. For examples, accidents, emissions, and spills.	X				
EAM-17	h. The solution shall relate costs, allocate and reserve parts and material to work orders. For example, when work has been performed on an asset, the user should be able to view the work performed as well as the costs related to the work (including equipment, labor, and materials).	X				
EAM-18	i. The solution shall have the functionality to track various phases of a work order. For example, on completion of work the status may change to automatically invoke approval from a supervisor prior to the work order being deemed closed and therefore not allowing any further processing to the work order.	X				
EAM-19	j. The solution shall allow documents attached to work orders be searchable. If the documentation is an image or contains images, that the tag be searchable.				X	Embedded IPC included in our proposal supports searching catalog documents. Work order attachment search is not supported at this time.
EAM-20	k. The solution shall be able to list required parts (Bill of Material) needed to complete a work order.	X				
EAM-21	l. The solution shall list on the work order, the most recent time the asset was worked on, when a new repair work order is created.	X				
EAM-22	m. The solution shall have the ability to list current cumulative mileage and/or hours on work orders for any equipment that has mileage and/or hours readings at time of work order creation.	X				
EAM-23	n. The solutions shall allow end users to be able to dynamically schedule work to employees by user parameters such as hours, dates, geographic location, equipment number, maintenance type, part availability, and others available within the system.	X				
EAM-24	o. The solution shall allow to search work orders using linear measures or reference points . Examples include GIS coordinates and engineering mile posts.	X				
EAM-25	p. The solution shall have the ability to split line item costs across multiple accounts on a work order.	X				
EAM-26	q. The solution shall have the ability to generate, modify, or complete work orders and other transactions in the field via handheld devices.	X				
	3. Inspections					
EAM-27	a. The solution shall ensure that each inspection record shall be signed or electronically coded by the employee making the test.	X				
EAM-28	b. The solutions shall have the ability to create, monitor and report on vehicle and component condition. Measurement tolerances and other parameters would be entered in a standard job or a preventative maintenance task, and then qualified as pass or fail.	X				
EAM-29	c. The solution shall have the ability to perform event-based maintenance. Examples include detection of a fault during an inspection, accident, or other cause.	X				
EAM-30	d. The solution shall have vehicle inspection results be assigned a numeric rating as part of the asset condition monitoring. The rating must be user configurable in order to remain compliant with either the FTA's 5-point or 10-point TERM (Transit Economic Requirements Model) ratings schedule.	X				
EAM-31	e. The solution shall provide the ability for approvals/disapprovals for vehicle inspections and other transactions to be locked down once made.	X				
EAM-32	f. The solution shall allow for the ability to perform condition monitoring for items such as oil samples and to import data from a third party system.	X				
	4. Warranty					
EAM-33	a. The solution shall be able to notify a group when equipment is due for warranty work. UTA requires this for warranties, however, we reserve the option to extend this requirement to any type of work.	X				
EAM-34	b. The solution shall segregate costs associated with warranty management (labor, stock items, services, etc.) for a detailed understanding of warranty claims.	X				
EAM-35	c. The solution shall have the ability to track warranty status of any item.	X				
EAM-36	d. The solution shall allow the warranty program to record and track multiple warranties on a single asset, summarize, and create reports.	X				
EAM-37	e. The solution shall have the capability to differentiate between warranty types.	X				
EAM-38	f. The solution shall be able to track and monitor warranty claims including creating data and reporting to notify the vendor.	X				

Enterprise Asset Management		Rating Response				Notes
EAM-39	g. The solution shall notify designated user(s) in advance that an item (part or component/sub-system) is nearing an expiration date (shelf-life) prior to creating a work order.	X				
EAM-40	h. The solution shall notify designated user(s) in advance that an item (part or supply) is reaching the warranty expiration date.	X				
	5. Asset/Equipment Management					
EAM-41	a. The solution shall be able to track equipment and tool calibration records.	X				
EAM-42	b. The solution shall have inspection records show the name of the rail line, location, date, equipment tested, results of tests, repairs, replacements, adjustments made, AAR/DOT inventory number, and condition.	X				
EAM-43	c. The solution shall be able to provide real time vehicle and equipment availability.	X				
EAM-44	d. The solution shall be able to track linear equipment work orders and expected life.	X				
EAM-45	e. The solution shall be able to track serialized component repair work orders and provide historic asset associations.	X				
EAM-46	f. The solution have a distinct reason code for equipment (and vehicle) failure which can be used for trend analysis and part consumption.	X				
EAM-47	g. The solution shall be able to monitor equipment and component failures and warranties, identifying the number of occurrences, causes of failures and associated costs.	X				
EAM-48	h. The solution shall include the decay modeling from the TERM-Lite database, created by the FTA, and be able to perform the necessary calculations to depreciate assets over time. For example, if an asset has an expected life of 15 years, and is 5 years old; the asset should be expected to have 10 years of remaining use. The TERM Lite model can be found at: http://www.fta.dot.gov/13248_13251.html	X				
EAM-49	i. The solution shall be able to calculate and identify high-risk assets or areas within the transit system based on the scoring of select parameters including, but not limited to: condition assessments, importance to the overall network, Transit Economic Requirements Model (TERM) score.	X				
EAM-50	j. The solution shall have the ability to attach instructions, diagrams, drawings, parts lists, photos, or any outside source of documentation that can be linked to template types within the asset management system. The diagrams and drawings can be available via scanned documents, a hyperlink, or the ability to attach to a standard set of work instructions.	X				
EAM-51	k. The solution shall be able to calculate total cost of ownership for assets under management and provide reports.	X				
EAM-52	l. The solution shall include yard management and consist management functionality.	X				Consist management is supported through EAM. Yard management functionality is included in our proposed Work Management solution.
EAM-53	m. The solution shall be able to track all fluids used in the maintenance process and be able to associate them to individual assets/vehicles.	X				
EAM-54	n. The solutions shall utilize Telematics functionality to notify management teams of error codes and potential issues as flag by vehicles of on board monitoring systems where available.	X				
	6. Timekeeping and Labor Tracking					
EAM-55	a. The solution shall allow labor entry related to the work order by employee number and cost those transactions.	X				
EAM-56	b. The solution shall utilize standard labor hours and rates for planning (setting up standard jobs, benchmarked hours).	X				
EAM-57	c. The solution shall be able to capture assigned and unassigned time, or direct or indirect labor, and track productivity.	X				
	8. Additional Reporting					
EAM-58	a. The solution can forecast likely asset failure points.	X				
EAM-59	b. The solution shall have the ability to perform ad-hoc queries and run ad-hoc reports on all data available within the enterprise asset management system.	X				
EAM-60	c. The solution shall have the ability to generate reports on user selected criteria from data available to the asset management system. For example, Preventative Maintenance Due report based on user selected criteria (60 day, or 7500 mile, by department, class, location, date, type, age, etc.).	X				
EAM-61	d. Asset related NTD reporting including A-10, A-15, A-20, A30, A-35 and A-90.	X				

General and Technology		Rating Response				Notes
Req. #	Requirement Description	SUP	3RD	CST	NS	Notes/Explanation - Links Not To Be Reviewed - <500 Characters
	1. General Technical Requirements					

General and Technology		Rating Response				Notes
	a. Application Requirements					
GenTech-1	i. The solution shall provide an on-line Help Function.	X				
GenTech-2	ii. The solution shall have detailed audit tracking, showing field changed and before/after value(s). Also show date/time & userid.	X				
GenTech-3	iii. The solution shall run on a standard Microsoft Windows desktop platform.	X				
GenTech-4	iv. The solution shall supports mobile devices including IOS, Android and/or Windows.	X				
GenTech-5	v. Please indicate if the solution utilizes a web based presentation layer.	X				Supported for EAM, RISC, and WM Employee Self Service. Not supported for WM back office.
GenTech-6	vi. Please indicate if the solution utilizes a client/server based presentation layer.	X				WM back office is a client-server. Not applicable to EAM or RISC.
GenTech-7	vii. The database schema is provided and updated as changes are made to the application (over the life of the application).	X				
GenTech-8	viii. Third party applications or plugins are identified. Please indicate this information in the notes section.	X				Third party components include Crystal Reports, Illustrated Parts Catalog, and optional 3rd party drivers (Sign in Terminal hardware).
GenTech-9	ix. The solution has the ability to link associated documents to a record.	X				
GenTech-10	x. The solution has the ability to integrate with ESRI ArcGIS suite of software.	X				Fully supported by EAM with its native integration to ESRI GIS.
GenTech-11	xi. The solution shall support data-transfer via flat files (e.g., ASCII, variable and/or fixed length, comma-delimited, etc.).	X				
GenTech-12	xii. The solution shall provides a Software Development Kit (SDK) that allows the technical staff to enhance and integrate the system.	X				UTA will be able to write your own custom applications or integrations for EAM and RISC (utilizing third party development tools) by leveraging the Trapeze APIs included in our proposal.
GenTech-13	xiii. The solution shall allow for the definition of default printers for each user.	X				
GenTech-14	xiv. The solution shall provide the ability to export to RTF, XML, PDF, HTML, XLS (and XLSX), DOC (and DOCX), etc.	X				
GenTech-15	xv. The solution shall support standard Internet security including, but not limited to Secure Socket Layers (SSL). If SSL is not supported, please describe the supported Digital Certificates.	X				
GenTech-16	xvi. The solution shall provide the ability to monitor executing jobs.	X				
GenTech-17	xix. The solution shall contain complete and up-to-date manuals for all system modules and functionalities. The manuals should be available for all versions of the software.	X				
GenTech-18	xx. The solution shall contain a complete data dictionary for all system tables and data fields.	X				
GenTech-19	xxi. The solution shall provide the ability to AutoFill based on a related field (i.e. auto completion of one field based on prior data entry).	X				
GenTech-20	xxii. The solution shall provide the capability to store, retrieve, display and print imaged documents. The solution must provide the capability to receive scanned documents from document scanners having industry-standard connection protocols (SCI, TCP/IP, etc.)	X				
	b. Disaster Recovery, Data Redundancy and Backup					
GenTech-21	i. Vendors shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard UTA data and other confidential information, vendors processing capability and the availability of hosted services, in each case throughout the Contract term. Any force majeure provisions of the Contract do not limit the vendor's obligations under this provision					Supported for RISC (cloud-based) where standard backup and disaster recovery based on Microsoft Azure services will be provided. Not applicable for the on premise components of the proposed solution (EAM and WM) where disaster recovery procedures will be the responsibility of UTA.
GenTech-22	ii. The solution shall have robust contingency and disaster recovery (DR) plans in place to ensure that the services provided under the Contract will be maintained in the event of disruption to the vendor/sub-vendor's operations (including, but not limited to, disruption to information technology systems), however caused.					Same response as GenTech-21 above.
GenTech-23	iii. The contingency and disaster recovery plans must be designed to ensure that services under the Contract are restored in compliance with the disaster recovery plan instructions.					Same response as GenTech-21 above.
GenTech-24	iv. The vendor shall test the contingency/disaster recovery plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with UTA to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover/fallback operations at the disaster recovery location. The vendor shall send UTA a notice of completion following completion of disaster recovery testing.					Same response as GenTech-21 above.

General and Technology		Rating Response				Notes
GenTech-25	v. Such contingency and disaster recovery plans shall be available for the UTA to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the Contract.					Same response as GenTech-21 above.
	c. Data Export/Import					
	i. The vendor shall, at no additional cost or charge to UTA, in an industry standard/non- proprietary format:					
GenTech-26	1. perform a full or partial import/export of Agency data within 24 hours of a request; or	X				Data export is supported for the on premise components of the proposed solution (EAM and WM) as follows: UTA will be able to query/export data from those databases (read only), as needed, without Trapeze assistance. For the cloud based components (RISC), UTA can leverage our APIs to export data. For automated data import the following tools are available: (a) EAM offers an .xml-based data loader and API, (b) RISC offers API, and (d) WM offers Employee Import. Trapeze Customer Care can assist UTA with the use of these tools.
GenTech-27	2. provide to the Agency the ability to import/export data at will and provide the Agency with any access and instructions which are needed for the Agency to import or export data.	X				Same response as GenTech-26 above.
GenTech-28	ii. Any import or export shall be in a secure format per the Security Requirements.	X				
	d. Data Ownership and Access					
GenTech-29	i. Data, databases, and derived data products created, collected, manipulated, or directly purchased as part of an RFP are the property of the UTA and is considered the custodian of the data and shall determine the use, access, distribution, and other conditions based on appropriate Agency statutes and regulations.	X				
GenTech-30	ii. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Contract, including as necessary to perform the services hereunder or (4) at the UTA's written request.	X				
GenTech-31	iii. The vendor shall limit access to and possession of UTA's data to only personnel whose responsibilities reasonably require such access or possession and shall train such vendors personnel on the confidentiality obligations set forth herein.	X				
GenTech-32	iv. At no time shall any data or processes – that either belong to or are intended for the use of the Agency or its officers, agents or employees – be copied, disclosed or retained by the vendor or any party related to the vendor for subsequent use in any transaction that does not include the Agency.	X				
GenTech-33	v. The vendor shall not use any information collected in connection with the services furnished under the Contract for any purpose other than fulfilling such service.	X				
	2. Security Requirements					
GenTech-34	a. The solution shall utilize single sign-on and requires Microsoft Active Directory integration and Okta with the solution security.			X		EAM and WM currently support AD; RISC uses OIDC. Okta is not currently supported. Trapeze is happy to discuss possible enhancement to support Okta in future release of EAM and RISC.
GenTech-35	b. The solution shall support role based Security.	X				
GenTech-36	c. Security within the system is hierarchical and definable for each module, screen, field or role.	X				
GenTech-37	d. The solution shall have the ability to report attempts by unauthorized users to use the system.	X				
GenTech-38	e. The solution shall have the ability to copy a security profile, such as when setting up a new role or user.	X				
GenTech-39	g. The system should have the ability to define user access based on any of the following: Cost Center, Object code account, screen, function, field, attached documents and reports.	X				
GenTech-40	h. The solution shall must comply with all applicable federal and state data protection and privacy laws, including but not limited to HIPAA, PCI-DSS, CCPA, and any other laws governing the protection of personal identifiable information (PII) and health-related data.	X				
GenTech-41	i. The solution shall must be a multi-tenant solution, with each entity that utilizes the services having their own separate cloud instance to prevent the potential of one entity's data being accessed by another entity.	X				Fully supported for RISC (cloud-based) but not applicable for the on premise components of the proposed solution (EAM and WM).
GenTech-42	j. The solution shall must ensure that all sensitive data, including PII, banking, and credit card information, are encrypted both in transit and at rest. The system must use industry-standard encryption methods, such as AES-256, to protect data.	X				

General and Technology		Rating Response				Notes
GenTech-43	k. The solution shall must have robust auditing and logging mechanisms in place to track all system and user activities. The system must log all access and changes to data, including who accessed it, when, and what changes were made. The system must also have the capability to generate reports based on audit logs.	X				Supported by EAM. WM/RISC does not log all user activity, but does log when changes are made to data. ESS provides an activity report based on date or employee.
	3. Integration Requirements					
GenTech-44	a. The Opertaion System shall integrate with the following UTA systems or be included:	X				For this section 3 (Integration Requirements), see the two integration diagrams in Section 2 of our proposal, including (a) Trapeze Enterprise Integrations, and (b) Trapeze Proposed Integration Architecture diagram.
GenTech-45	i. JD Edwards ERP	X				See GenTech-44 comment above.
GenTech-46	ii. Trapeze FX and, Trapeze BlockBuster, and Trapeze Rostering	X				See GenTech-44 comment above. Applicable to WM only.
GenTech-47	iii. Vehicle Signout interface or included functionality	X				See GenTech-44 comment above. Applicable to WM only.
GenTech-48	iv. Business Intelligence Reports	X				For the on premise components (EAM, WM), UTA willl have direct access to the production database (read only) for use with your own licensed BI tools. For RISC (cloud) standard APIs can be used to export data to UTA's BI tools.
GenTech-49	v. CRM Connection	X				See GenTech-44 comment above.
GenTech-50	vi. Other interfaces that UTA does not currently have but would be interested in including are:	X				See GenTech-44 comment above.
GenTech-51	1. Training Program interface			X		Trapeze is proposing to utilize our existing WM modules and screens for this requirement, instead of an interface to an external system.
GenTech-52	2. Accident-free program interface	X				Trapeze is proposing to utilize our existing WM modules and screens (Safe Driving Award, etc.) for this requirement, instead of an interface to an external system.
GenTech-53	3. Incident Log program interface	X				Trapeze is proposing to utilize our existing RISC modules and screens for this requirement, instead of an interface to an external system.
GenTech-54	4. Accident Review program interface	X				Trapeze is proposing to utilize our existing RISC modules and screens for this requirement, instead of an interface to an external system.
GenTech-55	5. Safely, Risk, and Claims Software	X				Trapeze is proposing to utilize our existing RISC modules and screens for this requirement, instead of an interface to an external system. RISC supports safety risk management, safety assurance, and safety promotion activities. RISC collects incident, accident, and event data for analysis by the safety team. RISC also provides a configurable risk register that allows UTA to document the assumptions behind hazard ratings, measure leading and lagging indicators, and track mitigation activities & completion dates so you can evaluate mitigation effectiveness. Also, engage everyone at UTA with standard anonymous reporting!
GenTech-56	b. The solution shall include the migration of data from the existing Operations Work Assignment and Tracking System and the relevant maintenance systems to the procured system.	X				
	4. The Vendor provided in-depth training and materials tailored to UTA business practices.					
GenTech-57	a. The Training materials should include initial and on-going support including instructor led and recorded videos.	X				
GenTech-58	b. The training materials cover all relevant modules and functionality procured.	X				
	5. Project Management and Implementation					
GenTech-59	a. The vendor should provide a detailed project management plan including timelines	X				
GenTech-60	b. The project management plan should include phased approaches for the WFM and EAM aspects separately.	X				
GenTech-61	c. The vendor shall perform rigorous testing to ensure the new system meets UTA's requirements and operates without errors or vulnerabilities. Conduct comprehensive quality assurance procedures to validate the system's performance, security, and reliability.	X				
GenTech-62	d. The vendor shall perform data migration from existing WFM, maintenance, and asset management system to the new solution.	X				
GenTech-63	e. The					N/A
	6. Change Management Plan					

General and Technology		Rating Response				Notes
GenTech-64	a. The vendor should provide a comprehensive role based change management plan including the following:		X			See the Organizational Change Management Approach section (in Section 1.2) of our proposal for our comprehensive CM methodology.
GenTech-65	i. Change management plan focused on People First.		X			
GenTech-66	ii. Change Impact Analysis		X			
GenTech-67	iii. Stakeholder Assessment		X			
GenTech-68	iv. Communications Plan		X			

Project Budget Details

Licensed Software

The following outlines the Trapeze Software UTA is licensed for, the License Date and the Operational Characteristics UTA is being licensed for.

Software	Licensed Components	License Date	Operational Characteristics
EAM	EAM Asset Portal EAM Shop Activity EAM Customer Access EAM Reporting/Ad Hoc Query EAM State of Good Repair/ Capital Planning EAM Mobile Focus EAM Equipment Focus EAM MaxQueue EAM KPI/Dashboards EAM Notifications EAM Asset Configuration Management EAM Telematics EAM Mapping EAM Illustrated Parts Catalog EAM Motorpool / Reservations EAM Allocation & Assignment EAM Incident Management EAM Rail Operations EAM API EAM ESRI GIS Integration	[Contract Effective Date]	Non-Revenue Assets - 856 Paratransit Vehicles - 137 Bus Revenue Vehicles - 588 Rail Revenue Vehicles (with propulsion) - 135 Rail Revenue Vehicles (no propulsion) – 51 Linear Track Miles - 234
WM	WM-Core (Bidding, Dispatch, Yard Management, Workforce Management, Custom Payroll Export, Timekeeping) WM Sign-In Terminal (WM-SIT) WM-Display Board Employee Self-Service (Employee Information, Bid Requests) WM-Mobile WM-MON WM- Integrations with EAM, FX, and PASS	[Contract Effective Date]	Operators - 1300

Software under Maintenance

The following Software is eligible as Software under Maintenance:

- EAM
- WM

Third Party Software

The Solution leverages Third Party Software including:

- Documoto
- MicroSoft Azure

SaaS Product

UTA has access to the following Subscription Services:

SaaS Product	Date	Operational Characteristics
RISC	[Contract Effective Date]	Busses - 681 On Demand Vehicles - 138 Rail - 234

Project Budget

Except as otherwise expressly stipulated in this Contract, all services provided in relation to the project shall be charged on a fixed-fee basis. This fee arrangement is based on the work as currently described. The stated fees under this clause are considered the total costs for the project, contingent upon the scope of work and timeline as detailed in this Contract. Cost allocation within each year is tied to the achievement of predefined Payment Milestones, in accordance with the agreed project schedule. While the fees are established as fixed based on the current understanding of the project's scope and timeline, this Contract allows for the issuance of change orders, subject to the mutual written agreement of the parties, as contemplated within the terms herein. Such change orders may necessitate adjustments to the project's scope, schedule, and consequently, the overall fees.

	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Total Term
License	4,109,242	-	-	-	-	-	-	-	4,109,242
Service	-	4,444,551	3,876,621	2,318,376	-	-	-	-	10,639,548
Maintenance	-	-	-	67,894	1,259,417	1,322,668	1,389,101	1,458,877	5,497,958
SaaS	-	92,053	96,656	101,488	106,563	111,891	117,486	123,360	749,496
Total	**4,109,242**	**4,536,604**	**3,973,277**	**2,487,758**	**1,365,980**	**1,434,559**	**1,506,587**	**1,582,237**	**20,996,244**

Payment Milestones

The below payment milestones shall be invoiced throughout the project.

OCM

Organizational Change Management			
Milestone #	**Milestone Name**	**Value of Service & Expenses ($)**	**Value of License ($)**
1	Contract Effective Date	986,728	-
2	Start of Year 2 from Contract Signing	957,706	-
3	Start of Year 3 from Contract Signing	957,706	-

EAM

EAM			
Milestone #	**Milestone Name**	**Value of Service & Expenses ($)**	**Value of License ($)**
1	Contract Effective Date	-	2,846,053
2	Completion of Project Kick-Off - Bus and Rail Rolling Stock Group	167,703	-
3	Completion of Current State Workshops - Bus and Rail Rolling Stock Group	279,504	-
4	Completion of Future State Workshops - Bus and Rail Rolling Stock Group	111,802	-
5	Delivery of Data Load Templates - Bus and Rail Rolling Stock Group	223,603	-
6	Delivery of Final Project Design Document - Bus and Rail Rolling Stock Group	111,802	-
7	Completion of Project Kick-Off - Maintenance of Way Group	223,603	-
8	Delivery of Final Functional Design Specification - Bus and Rail Rolling Stock Group	167,703	-
9	Completion of Current State Workshops - Maintenance of Way Group	279,504	-
10	Completion of Future State Workshops - Maintenance of Way Group	223,603	-
11	Delivery of Test Plan - Bus and Rail Rolling Stock Group	167,703	-
12	Delivery of Final Project Design Document - Maintenance of Way Group	55,901	-
13	Delivery of Data Load Templates - Maintenance of Way Group	223,603	-
14	Completion of Project Kick-Off - Facilities Group	195,653	-
15	Delivery of Test Plan - Maintenance of Way Group	195,653	-
16	Completion of Current State Workshops - Facilities Group	167,703	-
17	Completion of Future State Workshops - Facilities Group	279,504	-
18	Delivery of Final Project Design Document - Facilities Group	167,703	-
19	Delivery of Data Load Templates - Facilities Group	223,603	-
20	Completion of UAT Round 1 - Bus and Rail Rolling Stock Group	167,703	-
21	Delivery of Test Plan - Facilities Group	223,603	-

EAM			
Milestone #	**Milestone Name**	**Value of Service & Expenses ($)**	**Value of License ($)**
22	Delivery of Train the Trainer - Bus and Rail Rolling Stock Group	111,802	-
23	Delivery of Deployment Plan - Bus and Rail Rolling Stock Group	167,703	-
24	First use of EAM in the Production Environment to support Operations - Bus and Rail Rolling Stock Group	391,306	-
25	Completion of UAT Round 1 - Maintenance of Way Group	223,603	-
26	Delivery of Deployment Plan - Maintenance of Way Group	55,901	-
27	Delivery of Train the Trainer - Maintenance of Way Group	167,703	-
28	First use of EAM in the Production Environment to support Operations - Maintenance of Way Group	279,504	-
29	Completion of UAT Round 1 - Facilities Group	167,703	-
30	Delivery of Train the Trainer - Facilities Group	55,901	-
31	Delivery of Deployment Plan - Facilities Group	55,901	-
32	First use of EAM in the Production Environment to support Operations - Facilities Group	55,901	-

WM

Workforce Management			
Milestone #	**Milestone Name**	**Value of Service & Expenses ($)**	**Value of License ($)**
1	Contract Effective Date	-	1,263,189
2	Completion of Project Kick-Off Meeting	206,401	-
3	Completion of First On-site Design Trip	206,401	-
4	Completion of Final On-site Design Trip	154,801	-
5	Completion of First Job Shadowing On-site Trip	154,801	-
6	Initial Delivery of the Preliminary Design Document	206,401	-
7	Delivery of the Final Design Document	206,401	-

Workforce Management			
Milestone #	**Milestone Name**	**Value of Service & Expenses ($)**	**Value of License ($)**
8	Completion of First Software Demonstration	103,201	-
9	Software Installation into the Test Environment	206,401	-
10	Completion of First On-site Training Session	103,201	-
11	Completion of Final On-site Training Session	103,201	-
12	Completion of the Initial Round of Acceptance Testing	103,201	-
13	Completion of Final Acceptance Testing	103,201	-
14	Start of Parallel System Testing	103,201	-
15	First use of OPS in the Production Environment to support Operations	51,600	-
16	Completion of the Deployment Support Period	51,600	-

RISC

RISC			
Milestone #	**Milestone Name**	**Value of Service & Expenses ($)**	**Value of License ($)**
1	Contract Effective Date	41,654	-
2	Go-Live	41,654	-

Long Term Support

EAM & WM

Long Term Support		
Product	**Description**	**Value ($)**
EAM	Year 1 Maintenance	989,985
WM	Year 1 Maintenance	266,038

Year 1 Maintenance begins one hundred twenty (120) days after installation in the Production environment. Maintenance renewals occur on the anniversary of the Year 1 Maintenance start date.

RISC

SaaS		
Product	**Description**	**Value ($)**
RISC	Year 1 Subscription	92,053

The RISC SaaS begins upon environment set up and when login credentials are provided to the Utah Project Manager. Renewals occur on the anniversary of the Year 1 Subscription start date.

Invoicing Instructions

Invoice Preparation and Submission: Trapeze shall prepare and submit invoices to UTA's designated Project Manager within 15 days following milestone completion.

Invoices must include the following information as applicable:

- Contractor Name
- Unique Invoice Number
- Invoice Date
- Trapeze Product
- Milestone Acceptance Date
- Description of Milestone
- Amount Due
- Contract Number

Payment Terms: Payments will be made net 30 days from the date of receipt of a submitted invoice.

Amendments and Inquiries: Amendments to these instructions require a written agreement by both parties. For any invoicing inquiries, UAT will provide a designated contact person, including their contact details.

End of Life

If the Software or one of the components or features thereof has reached End of Life (EOL), UTA will continue to receive support during the EOL Notice Period. Trapeze will not provide updates to the Software (inclusive of features, enhancements, or upgrades) during the Notice Period.

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

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

Trapeze™
Here for the journey

EXHIBIT C -

SECURITY REQUIREMENTS FOR SaaS/Custom Developed Systems

1 Requirements: General

The following requirements are a guideline for the security requirements of any Software as a Service (SaaS) cloud solution, or custom developed system(s) requested by the Utah Transit Authority "UTA" for use within its corporate or OT/ICS networks. Any proposal submitted should adopt elements of the framework with industry and/or government standards that govern cybersecurity processes and controls based, at a minimum, on NIST 800-53 current revisions.

1.1 Disaster Recovery and Data

The following requirements apply to the SaaS terms and conditions of the Contract:

1.1.1 Redundancy, Data Backup and Disaster Recovery

1) Unless specified otherwise in the RFP, Contractor/Supplier/Supplier shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard Agency data and other confidential information, Contractor/Supplier/Supplier's processing capability and the availability of hosted services, in eachcase throughout the Contract term. Any force majeure provisions of the Contract do not limit the Contractor/Supplier's obligations under this provision.

B. The Contractor/Supplier shall have robust contingency and disaster recovery (DR) plans in place to ensure that the services provided under the Contract will be maintained in the event of disruption to the Contractor/Supplier/sub-Contractor/Supplier's operations (including, but not limited to, disruptionto information technology systems), however caused.

C. The contingency and DR plans must be designed to ensure that services under the Contract arerestored in compliance with the DR plan instructions**.**

D. The Contractor/Supplier shall test the contingency/DR plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the Agency to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover/fallback operations at the DR location. The Contractor/Supplier shall send the Contract Monitora notice of completion following completion of DR testing.

E. Such contingency and DR plans shall be available for the UTA to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testingthroughout the term of the Contract.

1.1.2 Data Export/Import

A. The Contractor/Supplier shall, at no additional cost or charge to the Agency, in an industry standard/non-proprietary format:

1) perform a full or partial import/export of Agency data within 24 hours of a request; or

2) provide to the Agency the ability to import/export data at will and provide the Agency with any access and instructions which are needed for the Agency to import or exportdata.

B. Any import or export shall be in a secure format per the Security Requirements.

1.1.3 Data Ownership and Access

A. Data, and derived data products created, collected, manipulated, or directly purchasedas part of an RFP are the property of the Agency. The purchasing Agency department is considered the custodian of the data and shall determine the use, access, distribution, and other conditions based on appropriate Agency statutes and regulations.

B. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Contract, including as necessary to perform the services hereunder or (4) at the Agency's written request.

C. The Contractor/Supplier shall limit access to and possession of Agency data to only Contractor/Supplier Personnel whose responsibilities reasonably require such access or possession and shall train such Contractor/Supplier Personnel on the confidentiality obligations set forth herein.

D. At no time shall any data or processes – that either belong to or are intended for the use of the Agency or its officers, agents, or employees – be copied, disclosed, or retained by the Contractor/Supplier orany party related to the Contractor/Supplier for subsequent use in any transaction that does not include the Agency.

E. The Contractor/Supplier shall not use any information collected in connection with the servicesfurnished under the Contract for any purpose other than fulfilling such service.

1.1.4 Contractor will maintain Agency's data in accordance with the confidentiality provisions and agreed retention period of the Contract which shall survive expiration or termination of the Contract. Additionally, the Contractor/Supplier shall flow down the provisions of **Sections 1.1.1-1.1.3** (or thesubstance thereof) in all subcontracts.

2 Security Requirements

2.1.1 Information Technology

A. Contractor/Supplier shall comply with and adhere to the Relevant Agency IT Security policies and/or procedures and Standards provided to Contractor/Supplier. These policies may be revised from time to time and the Contractor/Supplier shall be given the opportunity to review prior to complying with all such revisions. Updated and revised versions of the Agency IT Policy and Standards are available upon request after appropriate Non-disclosure Agreement (NDA) has been filed.

B. The Contractor/Supplier shall not connect any of its own equipment to an Agency LAN/WAN without priorwritten approval by the Agency. The Contractor/Supplier shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the Agency to connect Contractor/Supplier-owned equipment to an Agency LAN/WAN.

The Contractor/Supplier shall:

1) Implement administrative, physical, and technical safeguards to protect Agency data that are no less rigorous than accepted industry best practices for information security suchas those listed below (see **Section 2.1.2**).

2) Ensure that all such safeguards, including the way Agency data is collected,accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the Contract; and

3) The Contractor/Supplier, and Contractor/Supplier Personnel, shall (i) abide by all applicable federal, Agency and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the Relevant Agency IT Security policies and/or procedures and Standards as each may be amended or revised from time to time, as provided to Contractor/Supplier by Agency.

2.1.2 Data Protection and Controls

A. Contractor/Supplier shall ensure a secure environment for all Agency data and any hardware and software (including but not limited to servers, network and data components) provided or used in connection with the performance of the Contract and shall apply or cause application of necessary controls so as to maintain such a secure environment. Such security best practices shall adopt elements of an accepted industry standard, such as the National Institute of Standards and Technology (NIST) cybersecurity framework.

B. To ensure appropriate data protection safeguards are in place, the

Contractor/Supplier shall always implement and maintain the following controls throughout the Term of the Contract (the Contractor/Supplier may augment this list with additional controls):

1) Establish separate production, test, and training environments for systems supportingthe services provided under the Contract and ensure that production data is not replicated in test or training environment(s) unless it has been previously anonymizedor otherwise modified to protect the confidentiality of Sensitive Data elements. The Contractor/Supplier shall ensure the necessary separation of production and non-production environments by applying the data protection and control requirements listed in **Section 2.1.2**.

2) Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides https://www.cisecurity.org/, Security Technical Implementation Guides (STIG) http://iase.disa.mil/Pages/index.aspx, or similar industry best practices to reduce the systems' surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible or not performedaccording to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control.These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the Contractor/Supplier's system configuration files.

3) Ensure that Agency data is not comingled with non-Agency data through the proper application of compartmentalization Security Measures.

4) Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the Contractor/Supplier is responsible for the encryption of all Sensitive Data.

5) For all Agency data the Contractor/Supplier manages or controls, data encryption shall be applied to such data in transit over untrusted networks.

6) Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), "Security Requirements forCryptographic Modules", FIPS PUB 140-2:
http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf
http://csrc.nist.gov/groups/STM/cmvp/documents/140/1401vend.htm

7) Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts,

system exceptions, and critical information security eventsas recommended by the operating system and application manufacturers and information security standards.

8) Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The UTA shall have the right to inspect these procedures and the Contractor/Supplier or Subcontractor/Supplier's performance to confirm the effectiveness of these measures for the services being provided under the Contract.

9) Ensure system and network environments are separated by configured and updated firewalls.

10) Restrict network connections between trusted and untrusted networks by physically or logically isolating systems from unsolicited and unauthenticated network traffic.

11) By default, "deny all" and only allow access by exception.

12) Review, at least annually, the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale, or compensating controls implemented for those protocols considered insecure but necessary.

13) Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to the Contract. Contractor/Supplier shall evaluate all critical vulnerabilities identified vulnerabilities for potential adverse effect on security and integrity and remediate the critical vulnerability no later than 30 days following the earlier of vulnerability's identification or public disclosure, or document why remediation action is unnecessary or unsuitable. The UTA -shall have the right to perform an annual review and provide comments on the Contractor/Supplier's procedures for remediating critical vulnerabilities to evaluate the effectiveness of these measures for the services being provided under the Contract.

14) Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current PCI-DSS or similar standard including specific requirements for password length, complexity, history, and account lockout.

15) Ensure Agency original databases are not stored outside of the United States and Canada ("U.S."). Any inbound

databases to the Contractor/Supplier's FTPS system will have the database obfuscated after which it may travel outside Canada and the United States to remote staff and used on mobile devices such as laptops. The Contractor/Supplier shall provide its services to the Agency and the Agency's end users solely from data centers in the U.S. and Canada. Unless granted an exception in writing by the Agency, the Contractor/Supplier shall not allow Contractor/Supplier Personnel to store Agency original non-obscured databases on portable devices, including personal computers, except for devices that are used andkept only at its U.S. and Canada data centers. The Contractor/Supplier shall permit its Contractor/Supplier Personnel to access Agency data remotely only as required to provide technical support.

16) Ensure Contractor/Supplier's Personnel shall not connect any of its own equipment to an AgencyLAN/WAN without prior written approval by the Agency, which may be revoked at anytime for any reason. The Contractor/Supplier shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the Agency to connect Contractor/Supplier-owned equipment to a Agency LAN/WAN.

17) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under the Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The Contractor/Supplier shall perform routine vulnerability scans and take corrective actions for any findings.

18) Conduct regular external vulnerability testing designed to examine the service provider's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. Evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The UTA shall have the right to inspect these procedures vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.

2.1.3 INTENTIONALLY OMITTED

2.1.4 Security Incident Response

A. The Contractor/Supplier shall notify the UTA in accordance with **Section 2.1.4A-D** when anyContractor/Supplier system that may

access, process, or store Agency data or Agency systems experiences aSecurity Incident, or a Data Breach as follows:

1) notify the UTA within twenty-four (24) hours of the discovery of a SecurityIncident that impacts Agency data or Agency systems by providing notice via written or electronic correspondence to the Contract Monitor, UTA chief information officer and UTA chief information security officer;

2) provide written notice to the UTA within one (1) Business Day after Contractor/Supplier's discovery of unauthorized use or disclosure of Agency data and thereafter all information the Agency or UTA requests concerning such unauthorized useor disclosure.

B. Contractor/Supplier's notice shall identify:

1) the nature of the unauthorized use or disclosure;

2) the Agency data used or disclosed,

3) who made the unauthorized use or received the unauthorized disclosure;

4) what the Contractor/Supplier has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and

5) what corrective action the Contractor/Supplier has taken or shall take to prevent future similar unauthorized use or disclosure.

6) The Contractor/Supplier shall provide such other information, including a written report, as reasonably requested by the Agency.

C. The Contractor/Supplier may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing Security Incidents with the Agency should be handled on an urgent as-needed basis, as part of Contractor/Supplier communication and mitigation processes as mutually agreed upon, defined by law, or in accordance with the Contract.

D. The Contractor/Supplier shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of Agency data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the UTA and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

2.1.5 Data Breach Responsibilities

A. If the Contractor/Supplier reasonably believes or has actual knowledge of a Data Breach related to Agency data, the Contractor/Supplier shall, unless otherwise directed:

1) Notify the appropriate Agency-identified contact within 24 hours by telephone inaccordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law;

2) Cooperate with the Agency to investigate and resolve the Data Breach without disclosing information regarding the technology and infrastructure of the Contractor/Supplier;

3) Promptly implement commercially reasonable remedial measures to remedy theData Breach; and

4) Document responsive actions taken related to the Data Breach, including any post- incident review of events and actions taken to make changes in business practices in providing the services.

B. If a Data Breach is a direct result of the Contractor/Supplier's breach of its Contract obligation to encrypt Agency data or otherwise prevent its release, the Contractor/Supplier shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by Agency law; (3) a credit monitoring service required by Agency or federal law; (4) a website or a toll-free number and call center for affected individuals required by Agency law; and (5) complete all corrective actions as reasonably determined by Contractor/Supplier based on root cause; all [(1) through (5)] subject to theContract's limitation of liability.

2.1.6 The Agency shall, acting reasonably and at its discretion, have the right to review and assess the Contractor/Supplier's compliance tothe security requirements and standards defined in the Contract. This review would not include sensitive data of the Contractor/Supplier.

2.1.7 The Contractor/Supplier shall flow down the provisions of **Sections 2.1.1-2.1.6** (or the substance thereof) in all subcontracts.

2.1.8 In the event the Contractor/Supplier provides services for identified critical functions, handles Sensitive Data, or hosts any related implemented system for the Agency under the Contract, the Contractor/Supplier shall have an annual audit performed by an independent audit firm of the Contractor/Supplier's handling of Sensitive Data or the UTA's critical functions. Critical functions are identified as all aspects and functionality of the Solution including any

add-on modules and shall address all areas relating to Information Technology security and operational processes. These services provided by the Contractor/Supplier that shall be covered by the audit will collectively be referred to as the "Information Functions and Processes." Such audits shall be performed in accordance with audit guidance: Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2) as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by the UTA, to assess the security of outsourced clientfunctions or data (collectively, the "Guidance") as follows:

A. The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit(referred to as the "SOC 2 Audit" or "SOC 2 Report"). All SOC2 Audit Reports shall be submitted to the Contract Monitor as specified in Section F below. The initial SOC 2 Audit shall be completed within a timeframe to be specified by the Agency. The audit period coveredby the initial SOC 2 Audit shall start with the Contract Effective Date unless otherwise agreed to in writing by the Contract Monitor. All subsequent SOC 2 Audits after this initial audit shall be performed at a minimum on an annual basis throughout the Term of Contract and shall cover a 12-month audit period or such portion of the year that the Contractor/Supplier furnished services.

B. The SOC 2 Audit shall report on the suitability of the design and operating effectiveness of controls over the Information Functions and Processes to meet the requirements of the Contract, including the Security Requirements identified in **Section 2**, relevant to the trustprinciples identified in 3.9.1: as defined in the aforementioned Guidance.

C. The audit scope of each year's SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services principles of Security, Availability, Processing Integrity, Confidentiality, and Privacy) to accommodate any changes to the environment since the last SOC 2 Report. Such changes may include but are not limited tothe addition of Information Functions and Processes through modifications to the Contractor due to changes in Information Technology or the operational infrastructure. The Contractor/Supplier shall ensure that the audit scope of each year's SOC 2 Report engagement shall accommodate these changes by including in the SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the Contract.

D. The scope of the SOC 2 Report shall include work performed by any sub-Contractor/Suppliers that provide essential support to the Contractor/Supplier or essential support to the Information Functions and Processes provided to the UTA under the Contract. The Contractor/Supplier shall ensurethe audit includes all such sub-

Contractor/Suppliers operating in performance of the Contract.

E. All SOC 2 Audits, including those of the Contractor/Supplier, shall be performed at no additionalexpense to the UTA.

F. The Contractor/Supplier shall provide to the Contract Monitor, within 30 calendar days of the issuance of each SOC 2 Report, a complete copy of the final SOC 2 Report(s) and a documented corrective action plan addressing each audit finding or exception contained inthe SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the Contractor/Supplier along with the date(s) when each remedial action is to be implemented.

G. If the Contractor/Supplier currently has an annual, independent information security assessment performed that includes the operations, systems, and repositories of the Information Functions and Processes being provided to the UTA under the Contract, and if that assessment generally conforms to the content and objective of the Guidance, the UTA will determine in consultation with appropriate Agency government technology and audit authorities whether the Contractor/Supplier's current information security assessments are acceptable in lieu of the SOC 2 Report(s).

H. If the Contractor/Supplier fails during the Contract term to obtain an annual SOC 2 Report by the datespecified in **Section 2.2.2F**, the UTA shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report of the Information Functions and Processes utilized or provided by the Contractor/Supplier and under the Contract. The Contractor/Supplieragrees to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s) and will provide the necessary support and cooperationto the independent audit firm that is required to perform the audit engagement of the SOC 2 Report. The UTA will invoice the Contractor/Supplier for the expense of the SOC 2 Report(s) or deduct the cost from future payments to the Contractor/Supplier.

Provisions in **Section 2.2.1A-H** shall survive expiration or termination of the Contract. Additionally, the Contractor/Supplier and shall flow down the provisions of **Section 2.2.1A-H** (or thesubstance thereof) in all subcontract.

EXHIBIT D

CUSTOMER CARE SERVICE LEVEL OBJECTIVES

Service Standard for Maintenance of Contractor Software: Contractor will use reasonable efforts to correct any Contractor Software deficiency or performance anomaly the within the time frames established below in order to cause the Contractor Software to meet the functional and performance criteria set out in the Documentation for the Contractor Software in effect at the time of this Contract. Unless provided otherwise in this Exhibit D, Contractor will respond to a trouble report of a Contractor Software deficiency or performance anomaly in accordance with the severity level reasonably determined by UTA and communicated to Contractor, based on the following definitions:

Severity Level	Condition	Response Time (Goal)	Resolution Efforts
*Priority 1	An error or performance anomaly that renders Contractor Software inoperable in a production environment, resulting in the inability to utilize critical system components.	During normal business hours – Immediately After Hours – Within 1 hour	Dedicated staff resources working 24 hours per day, 7 days per week until corrected. Within 4 hours of receipt of Priority 1 report the management of the issue will escalate to the 1st escalation point until corrected. Within 8 hours of receipt of Priority 1 report the management of the issue will escalate to the 2nd escalation point until corrected. Within 12 hours of receipt of Priority 1 report the management of the issue will escalate to the 3rd escalation point until corrected. Contractor will remain in regular contact with UTA (contact will occur, at a minimum, during escalation points, and every 8 hours thereafter).
Priority 2	An error or performance anomaly with Contractor Software resulting in major inconvenience for users in the production environment or the public.	Within 2 business hours	Contractor will remain in frequent regular contact with UTA until the issue is resolved.

Severity Level	Condition	Response Time (Goal)	Resolution Efforts
Priority 3	Contractor Software issues where the system is functioning but causing minor or short term inconvenience for specific users with critical positions using the production environment.	Within 1 business day	Working on the issue during normal business hours with the same efforts as are employed for other Priority 3 reports.
Priority 4	General questions; Contractor Software issues resulting in minor inconvenience for non-critical positions using the production environment or testing using a test environment	Within 1 business day	Working on the issue during normal business hours with the same efforts as are employed for other Priority 4 reports.

* If Contractor's resolution efforts result in a work around that leads UTA to experience an improvement in the conditions it is reporting, the severity level will be lowered accordingly. For example, where a Priority 1 report is resolved by Contractor to the point where UTA is experiencing conditions associated with a Priority 2 severity level, the Priority 1 report will be closed and a child case with a Priority 2 will be created, at which time Contractor shall be deemed to be in "receipt of a Priority 2 report" and Priority 2 resolution efforts shall apply.

Escalation Points

1st escalation point: support services manager or comparable role.
2nd escalation point: director of client management or comparable role.
3rd escalation point: VP of client management or comparable role.