

CONTRACT AMENDMENT #1

THIS AMENDMENT is made effective this _____ day of _____ 2009 between:

1. **Trapeze Software Group, Inc.** with its place of business at 8360 East Via de Ventura, Suite L-200, Scottsdale, Arizona, U.S.A. 85258, ("Trapeze"); and
2. **Rapid City** with its place of business at 300 Sixth Street, Rapid City, South Dakota, U.S.A. 57701, ("Licensee").

WHEREAS Trapeze and Licensee intend to amend the Trapeze System Supply and Support Agreement made effective October 13, 2006 (the "Agreement") in order to replace the original DCC-Pro I hardware units with DCC-Pro II hardware units and increase the licensed use of the Trapeze PASS-MON Software product and Computer System Software product under the scope of the Agreement

NOW THEREFORE Trapeze and Licensee agree as follows:

1. **Amendment to Agreement**

- (a) The parties agree to replace the original fourteen (14) DCC-Pro I hardware units under the scope of the Agreement with fourteen (14) DCC-Pro II hardware units and add an additional four (4) DCC-Pro II units and two (2) spares.
- (b) The parties agree that all license fees, service fees, expenses, and maintenance fees related to the replacement of the DCC-Pro I hardware units with fourteen (14) DCC-PRO II hardware units and the addition of four (4) DCC-PRO II hardware shall be invoiced and paid according to the Summary of Pricing attached as Exhibit C-1, hereto. Maintenance fees shall be due and payable upon execution of this Contract Amendment #1 by Licensee and shall be prorated to coincide with the common anniversary billing date for clients other Trapeze products.
- (c) The parties agree to the increase in operational characteristics for the licensed use of the Trapeze PASS-MON Software product from 14 paratransit vehicles to 18 paratransit vehicles. Warranty provisions shall not apply to the Trapeze PASS-MON Software products as a result of the increase in licensed use as stipulated herein.
- (d) As a result of the increase in operational characteristics for the licensed use of the Trapeze PASS-MON Software product from 14 paratransit vehicles to 18 paratransit vehicles, Licensee agrees to make payable to Trapeze an additional license fee in the amount of \$5,420.
- (e) The parties agree that the following paragraph shall replace the warranty time frame only, under Section 5 of the Agreement for the Trapeze Interface to product:

Trapeze warrants the Trapeze MDC (CE application) Software product and the Trapeze DCC-PRO II hardware units to operate in all material respects as specified in the complementing Documentation for a period of ninety (90) days upon installation.

- (f) The parties acknowledge and agree that, except as may be specifically provided in this Contract Amendment #1, all installation, testing, training or other services related to the use of the Trapeze DCC-PRO II hardware units, Trapeze MDC Software product, and the Trapeze PASS-MON Software product by Licensee shall be provided by Trapeze exclusively and strictly in accordance with the Agreement.
- (g) All remaining terms and conditions, and covenants of the Agreement remain unchanged.



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

TRAPEZE:

LICENSEE

By: _____

By: _____

Name: Brian Beattie

Name: _____

Title: CFO

Title: _____

ATTEST:

James F. Preston, Finance Officer

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

JPL
Attorney

6-23-09
Date

**Exhibit C-1
 Summary of Pricing**

2.0 Trapeze Long-Term Support

Item	Description	Trapeze DCC-Pro II MDT's
1	Warranty and Maintenance includes: * 24x7 Support * Access to myTrapeze * Product Upgrades * License Free Migration to Next Generation Systems * Software Corrections Warranty - 90 days from Go-Live Software Maintenance - Year 1 after Warranty Hardware Maintenance - Year 1 after Warranty	 included \$ 70 \$ 6,242

3.0 Payment Schedule

Item	Description
1	100% License Fees due upon contract signing
2	Implementation services payable as performed
3	Actual expenses due as incurred

Notes:

- * Back-Office hardware (servers) and applicable taxes not included.
- * Prices in effect through June 30th, 2009
- * MDT licenses are provided for 18 paratransit vehicles, with 2 spare MDT units
- * No additional training has been included in this proposal.
- * Client will procure and supply public data network access.
- * Odometer interface will be GPS based only.
- * Applicable taxes are not included

Exhibit C-1
Summary of Pricing

TRAPEZE SUMMARY OF PROPOSED PRICING
Trapeze MDT Solutions
Prepared for
Rapid Transit (Rapid City, SD)

1.0 Hardware Upgrade

Item	Description	Trapeze DCC-Pro II MDT's
1	MDT License Fees	\$ 350
2	Vehicle Hardware	38,828
3	DCC Pro I Credit (Upgrade Discount)	(13,192)
4	Professional Services (Project Management, Kitting, Offsite Support- 1 day each)	3,600
5	Installation Services	8,021
6	Vehicle Uninstall (Responsibility of Client)	(1,811)
7	Expenses	2,000
	Total (US\$)	\$ 37,796