

CONTRACT LICENSE AMENDMENT No. 1 to Contract 4007
and
CONTRACT LICENSE AMENDMENT No. 5 to Blockbuster SLMA

THIS AMENDMENT is made effective this 6th day of June 2025 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. **Regional Transit Authority** with its place of business at 6700 Plaza Drive, New Orleans, Louisiana, U.S.A. 98203 (“Licensee”).

WHEREAS Trapeze and Licensee entered into Software License Agreement No. 4007 (“SLA”) dated June 26, 1996.

AND WHEREAS Trapeze and Licensee entered into a Software License and Maintenance Agreement dated August 8, 2013 (the “Blockbuster SLMA”).

AND WHEREAS on December 20, 2024, Trapeze provided a quote for additional licenses and related maintenance (Attachment 1-Letter of Operational Characteristics License Increase-MPS), detailing the additional software licenses and related maintenance required to bring the licenses up to current operational characteristic as well as additional peak vehicles to accommodate Licensee’s fleet growth.

AND WHEREAS the parties agree that only the FX and Blockbuster related portions of Attachment I shall apply to this Amendment No. 1, and that the other listed software (GTFS) shall appropriately amend the independent contract related to that software and shall have no effect on this Amendment.

AND WHEREAS the parties intend to amend the SLA and the Blockbuster SLMA to:

- I. increase the number of Trapeze FX Peak Vehicle licenses (FX) under the SLA from 85 to 116 (an increase of 31)
- II. increase the number of Trapeze Blockbuster Peak Vehicle licenses (Blockbuster) from 90 to 116 (an increase of 26)

NOW THEREFORE Trapeze and Licensee agree as follows:

1. **Amendment to SLA and SMA**
 - (a) The Licensee shall be licensed for 116 peak vehicles as a result of this FX license uplift.
 - (b) The Licensee shall be licensed for 116 peak vehicles as a result of this Blockbuster license uplift
 - (c) Licensee shall pay Trapeze a one-time fee of \$24,412 USD for the additional combined 57 licenses hereunder.
 - (d) As a result of the FX and BlockBuster increase hereunder, Licensee shall pay Trapeze \$21,781 USD for additional related maintenance for the term of April 1, 2024 thru March 31, 2025. Fees for subsequent maintenance years for the FX/BlockBuster increase will be based on operational characteristics of Licensee at time of renewal and subject to Trapeze’s then-current pricing.
 - (e) This Amendment shall be effective as of the last date of execution by the parties.
 - (f) For purposes of this Amendment, electronic or scanned signatures shall constitute a valid and binding commitment upon the parties.

(g) All remaining terms, conditions, and covenants of the SLA and the Blockbuster SLMA remain unchanged.

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

TRAPEZE:

By:



Name:

Brian Canivet

Title:

Group Manager

LICENSEE

By:



Name:

LONA EDWARDS HANKINS

Title:

6/6/2025

ATTACHMENT I
(Letter of Operational Characteristics License Increase-MPS)
(FOLLOWS THIS PAGE)



**New Orleans Regional Transit Authority (“NORTA”)
Letter of Operational Characteristics License
Increase - MPS**

February 18, 2025

Trapeze Software Group, Inc.
5265 Rockwell Drive NE, Cedar Rapids, Iowa 52402

Ravi Gidda, Account Manager, MPS
Tel: (647) 292-5847
Email: ravi.gidda@trapezegrup.com





Cover Letter

February 18, 2025

Attention: Doris O'Sullivan, Senior Project Manager of Information Technology

Phone: (512) 389-7446

Email: dosullivan@rtaforward.org

Letter of Operational Characteristics License Increase - MPS

Dear Doris,

Trapeze Software Group, Inc. ("Trapeze") is pleased to provide New Orleans Regional Transit Authority ("NORTA") with this letter which outlines the details and costs for the license increase to your Trapeze Mobility Planning & Scheduling (MPS) suite of products.

During a recent audit of NORTA's operational characteristics for MPS software products, Trapeze and NORTA recognize the actual peak vehicles operating today are higher than the licenses provided in the relevant Software License and Maintenance Agreements (SLA/SLMA as applicable):

- FX – SLA dated June 26, 1996
- BlockBuster – SLMA dated August 8, 2013
- Google Export – SLA dated July 15, 2004 as amended on July 7, 2011

As agreed, a license uplift via contract amendment to each of the above contracts will be entered into to bring the licenses up to NORTA'S current operational characteristics and additional peak vehicles have been included to accommodate the NORTA'S growth of fleet. Due to the correlation between License and Maintenance, annual maintenance costs will also be affected.

Attachment 1 includes the Pricing Summary which pricing is valid for 30 days.

We look forward to receiving the contract amendment within the next 30 days. If you have any questions or require additional information, please do not hesitate to contact me.

Yours very truly,

A handwritten signature in black ink that reads "Ravi".

Ravi Gidda, Account Manager

(t) +1 647-292-5847 (e) ravi.gidda@trapezegroup.com

Portions of this document are proprietary and confidential to Trapeze and shall not be further disclosed, disseminated, copied, or duplicated unless expressly approved in writing by Trapeze.

Attachment 1

Pricing Summary

Below we have identified the one-time costs associated with the operational characteristics license uplift to 116 peak vehicles count ("PV C") required today.

Pricing Summary

Description	Operational Characteristics: Licensed Today	Number of Licenses to be Added	Operational Characteristics: New Total Post Amendments ¹	Cost for Additional Licenses (USD)
FX	85 PVC	31	116 PVC	\$24,412 ²
BlockBuster	90 PVC	26	116 PVC	
GTFS (Google Export)	87 PVC	29	116 PVC	\$4,069
TOTAL COST (USD)				\$28,481

*Annual Maintenance Cost Increase based on license Increase (USD)

Description	Operational Characteristics: New Total Post Amendments	Increase in annual Maintenance Cost ³
FX	116 PVC	\$21,781
BlockBuster	116 PVC	
GTFS (Google Export)	116 PVC	\$2,269
TOTAL COST (USD)		\$24,050

TOTAL LICENSE AND MAINTENANCE DUE UPON EXECUTION	
TOTAL COST (USD)	\$52,531

Assumptions:

1. The pricing contained in this pricing summary will be effective upon amendment execution.
2. The License costs listed is a one-time cost.
3. Pricing does not include any applicable taxes.
4. Software listed above are to be amended. All other MPS software licenses not listed above, are not affected.
5. TSDE licenses will not be affected as TSDE is currently licensed for up to 150 peak vehicles.
6. Pricing is valid for 30 days.
7. ¹This reflects total licenses in use upon execution of amendments
8. ²Please note: FX and BlockBuster licenses are now incurred as one cost, as a combined solution.

9. ³The annual maintenance fee: Fees for additional maintenance services for following years shall be subject to change in accordance with Trapeze's then-standard current pricing.

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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.

