



Software and License Agreement



TripMaster

by





## SOFTWARE LICENSE AND SERVICES AGREEMENT

THIS SOFTWARE LICENSE & SERVICES AGREEMENT (the "Agreement") is made and entered into as of November 17, 2022 (the "Effective Date"), by and between **Foxster Opco, LLC, dba CTS Software**, a North Carolina corporation, located at Post Office Box 57, Swansboro, North Carolina 28584 ("Licensor"), and City of Grand Island located at 100 East 1<sup>st</sup> Street, Grand Island, NE. 68801 ("Licensee"). Licensor and Licensee may be referred to individually as a "Party," or together as the "Parties."

WHEREAS, Licensor is the owner of certain software and related documentation and materials for use in the Public/Private transportation Industry; and

WHEREAS, Licensee desires to acquire the non-exclusive, non-transferable right to use the Licensor Software in the operation of its Public/Private Transportation activities; and

WHEREAS, Licensor is willing to grant Licensee the non-exclusive, non-transferable right to use the Licensor Software under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, paid by the parties each to the other, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Compliance with Federal and State Procurement Regulations.** The Parties acknowledge that this agreement is executed pursuant to the terms of RFQ R207-20 and shall incorporate the terms of these documents subject to the order of precedence defined herein.

**Order of Precedence.** If there is a conflict between the Body of this Agreement and any of the Exhibits attached hereto with the documents listed below, then the higher level document will supersede any of the lower level documents in accordance with the following order of precedence, from highest to lowest:

- (a) Addendums to the RFQ
- (b) rfq-r207-20-transit-scheduling-system-revised
- (c) r207-20-attachment-b-revised-advanced-scheduling-system-matrices
- (d) Software and License Agreement
- (e) CTS Software Response to RFQ for Nebraska DOT - Advanced

**Acceptance.** All acceptance shall be provided in writing by the Licensee. Unless otherwise stated, no Licensee may permit the commencement of the provision of any goods or services by the Licensor without the written concurrence of the State of Nebraska Department of Transportation.

### Body of Agreement

**1. Definitions** In this Agreement the capitalized words set out below will have the following meanings:

- "Agreement" This Software License and Services Agreement effectively made between Licensor and Licensee, and the attached schedules, all of which hereby are incorporated by reference herein and form an integral part hereof;
- "Confidential Information" Information disclosed, or to which access is provided, in the course of, or in connection with, this Agreement, including, but not limited to, information concerning a Party's business, products, services, content, finances, subscribers, source code,

## SOFTWARE LICENSE AND SERVICES AGREEMENT

tools, protocols, product designs and plans, customer lists and other marketing and technical information, the existence of any business discussions, negotiations or agreements between the Parties, the terms of this Agreement, and any other information that is not publicly available;

"Documentation"	All operating manuals, user instructions, technical literature and all other related materials, and all amendments or modifications thereto, supplied by Licensor to Licensee to aid in the use and operation of the Licensor Software;
"Licensor Software"	The software as identified in Schedule A of this Agreement;
"Hardware"	Means a physically tangible electro-mechanical system or sub-system and associated documentation.
"Updates"	Refers to fixes and minor changes to the Licensor Software.
"Upgrades"	Means and refers to major changes to or a new release of the Licensor Software including without limitation any new major release of the Licensor Software.

### 2. Software License

2.1 License Grant. Subject to the terms and conditions hereof, Licensor grants to Licensee a non-exclusive, limited, non-transferable, without right to sublicense, license for the Term to access and use the Licensor Software, which Licensor Software shall be hosted on Licensor's or its designated third party's servers, and use the Documentation, solely for Licensee's own lawful internal business uses.

2.2 License Restrictions; Licensee Rights and Obligations. Licensee shall access and use the Licensor Software only as permitted in Section 2.1 above. Without limiting the foregoing, Licensee shall not:

- a. modify, make derivative works of, reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code for the Licensor Software;
- b. allow the Licensor Software to be combined with or become incorporated in any other computer programs without prior written consent from Licensor;
- c. distribute, encumber, sell, rent, lease, sublicense, or otherwise transfer rights to the Licensor Software (except to the extent, if any, expressly permitted hereunder);
- d. remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Licensor Software.

### 3. Updates, Upgrades and Backup Services

#### 3.1 Updates.

- a. Updates to the Licensor Software will be noted by incremental numeric designation (e.g., release 1.1).
- b. Licensor shall at no additional charge or fee to Licensee, provide Licensee with all Updates issued and disseminated to Licensor's general customer base.

#### 3.2 Upgrades.

- a. Upgrades to the Licensor Software will be noted by incremental numeric designation (e.g., release 2.0).

## SOFTWARE LICENSE AND SERVICES AGREEMENT

- b. Upgrades made available to and for the benefit of Licensor's general customer base ("Standard Upgrades") shall be provided at no additional charge or fee to Licensee.
- c. Upgrades requested by and made available solely to and for the sole benefit of Licensee ("Custom Upgrades") will be quoted by Licensor upon receipt of a written request from Licensee. A written quote with estimated time of completion shall be furnished to Licensee by Licensor. No work will be performed on such request(s) until Licensor receives a signed written authorization from Licensee for the work to be performed. Payment for work performed in connection with Custom Upgrades shall be billed separately and shall be in addition to other billed fees.
- d. Upgrades required by legislative or other regulatory acts of the federal, state, or local authorities ("Complimentary Upgrades") shall be provided to Licensee at no cost. Licensee shall furnish Licensor with necessary documentation from such authority(s) mandating the change when requesting any Complimentary Upgrade. Licensee shall also furnish Licensor with the name and phone number of the relevant authority.
- e. Licensee shall be advised of any add-on feature(s) made available by Licensor. If Licensee requests to acquire the right to access and use these add-on feature(s), no work will be performed on such request(s) until Licensor receives a signed written authorization from Licensee for the work to be performed. Payment for work performed in connection with any such add-on features shall be billed separately and shall be in addition to other billed fees.

3.3 Backup Services. Backup routines will be managed and controlled by the Licensor and provided to the Licensee at no additional cost. Licensor will perform a database backup every 30 minutes and a full system backup nightly.

#### 4. Proprietary Rights

Licensor owns and shall retain all right, title and interest in and to the (i) Licensor Software and Documentation and all Licensor Confidential Information and all inventions, works of authorship, and other intellectual property embodied thereby or included therein; (ii) all modifications, enhancements, derivative works, and compilations of the foregoing in clause (i); and (iii) all patent, trademark, copyright, trade secret, and other intellectual property rights in the foregoing in clauses (i) and (ii) (all subject matter in foregoing clauses (i)-(iii), collectively, "Licensor Property"). The Parties acknowledge each other's trademark rights, and neither Party shall use the other Party's trade name or trademarks in any manner whatsoever absent the other Party's prior written consent. Except to the extent of the license granted in Section 2.1 (License Grant), nothing in this Agreement grants or otherwise transfers to Licensee or any other entity or individual any right, title or interest in or to any Licensor Property.

#### 5. Services

##### 5.1 Support Services.

- a. Licensor shall provide such Support Services commencing on the "License Date" on the terms and conditions set forth on Schedule B.

5.2 Training or Other Services. If Licensee and Licensor have agreed that Licensor will provide Licensee with training or other services, the terms and conditions of such services will be identified on Schedule A of this Agreement.

#### 6. Fees and Payment

6.1 Payment. Fees and payment schedules for Licensee's use of the Licensor Software and related Upgrades are specified in Schedule A. The Parties agree to the allocation of the fees and payments to software, services (if any) and hardware (if any) as designated on Schedule A. Licensee shall pay Licensor's invoices in U.S. dollars to Licensor's address set forth on Schedule A. Any overdue payments will bear interest at one and one-half percent (1.5%) per month until the overdue payment and accrued interest are fully paid.

## SOFTWARE LICENSE AND SERVICES AGREEMENT

6.2 Taxes. Licensee shall be responsible for any and all sales, use, excise, value-added or similar taxes that may apply to any products and services provided under this Agreement, and Licensor will use commercially reasonable efforts to identify any applicable taxes on its applicable invoice to Licensee. Licensee will pay applicable taxes on the invoice or, in lieu of the payment of any such taxes, Licensee may provide Licensor with a certificate acceptable to the taxing authorities exempting Licensee from payment of these taxes.

6.3 Disputed Invoices. The Licensee may withhold payment on any portion of the invoiced amount that it disputes in good faith if it provides the Licensor with written notice of such dispute (together with reasonable detail of the facts underlying such dispute) within ten (10) days following the date of such invoice. Appropriate personnel from both Licensor and Licensee shall meet and attempt in good faith to resolve the dispute. If within twenty (20) days the disputed invoice remains unresolved, and if the dispute relates to whether amounts were properly charged, the dispute will be submitted to an independent third party invoice auditing firm that is mutually agreeable to by both Licensor and Licensee. The Parties shall cooperate with such invoice auditing firm and shall provide such invoice auditing firm access to such books and records as may be reasonably necessary to permit a determination by such invoice auditing firm. The resolution by such invoice auditing firm shall be final and binding on the Parties. Upon final determination that any amount in dispute is owed to the Licensor, the Licensee shall promptly pay such amount, together with interest at a rate equal to one and one-half percent (1.5%) per month from the original due date of such amount to the date of actual payment. The terms of the Parties' engagement with such invoice auditing firm shall stipulate that such firm shall use commercially reasonable efforts to complete its work within thirty (30) days following its engagement. The non-prevailing Party shall be responsible for the invoice auditing firm fees incurred due to the disputed invoice.

### 7. Warranties

7.1 Licensor Software Warranties. With respect to the Licensor Software, Licensor warrants that: (a) Licensor has taken all commercially reasonable steps to prevent the Licensor Software from containing any computer viruses, Trojan horses, time bombs, cancel bots or other computer programming routines that are intended to detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information, and (b) for a period of ninety days after the Effective Date ("Warranty Period"), the Licensor Software will operate substantially in accordance with the Documentation. In the event of a breach of any of the foregoing warranties reported to Licensor in writing, provided that any such breach of the warranty set forth in foregoing clause shall be reported in writing during the Warranty Period, Licensee's sole remedy for such breach shall be to have Licensor use commercially reasonable efforts to promptly correct, replace or provide a work around for such error or failure, at no charge to Licensee. The foregoing warranties and remedies apply only to the most recent version of the Licensor Software, and shall not apply to any breach, fault or error that arises out of or relates to Licensee's failure to use the Licensor Software in accordance with the Documentation, any misuse, corruption or abuse of, or modification to, the Licensor Software by any entity or individual other than Licensor, any combination, interface, or incorporation of Licensor Software with or into any other software, or any use of the Licensor Software with any software or equipment not approved in advance in writing by Licensor.

7.2 Licensor Services Warranties. Licensor warrants that all services that are performed under this Agreement will be performed in a professional and workmanlike manner by qualified personnel, and Licensor has the required skills and experience to perform such services. Licensee's sole remedy for breach of a warranty in Section 7.2 shall be to have Licensor use commercially reasonable efforts to promptly correct, replace or provide a work around for such breach, at no charge to Licensee.

7.3 Licensor General Warranties. Licensor represents and warrants that Licensor owns, or has all necessary rights to, the Licensor Software and Documentation, and has all necessary rights and authority to grant the rights granted hereunder to Licensee and to carry out its obligations hereunder.

7.4 Mutual Warranties. Each Party represents and warrants to the other Party: (a) such Party's execution, delivery and performance of this Agreement have been authorized by all necessary corporate action, do not violate in any material respect the terms of any law, regulation, or court order to which such Party is subject,

## SOFTWARE LICENSE AND SERVICES AGREEMENT

do not violate the terms of any material agreement to which Licensor is a party, and are not subject to the consent or approval of any third party, (b) this Agreement is the valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or other similar laws relating to creditors' rights generally, or general equitable principles, (c) such Party is not subject to any pending or, to such Party's knowledge, threatened litigation or governmental action which could interfere with such Party's performance of its obligations hereunder, and (d) such Party has secured or shall secure all material permits, licenses, regulatory approvals and registrations to the extent necessary to perform its obligations hereunder.

7.5 Disclaimer of Warranty. EXCEPT AS SET FORTH IN SECTIONS 7.1 to 7.4, LICENSOR DOES NOT MAKE, AND HEREBY DISCLAIMS, ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NONINFRINGEMENT OF THIRD PARTIES' RIGHTS, AND SECURE, ERROR-FREE OR UNINTERRUPTED OPERATION.

7.6 LIMITATION OF LIABILITY. EXCEPT FOR BREACHES OF SECTION 8 (CONFIDENTIALITY) OR INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, (I) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM AGAINST THE OTHER BY ANY THIRD PARTY AND (II) LICENSOR'S LIABILITY TO LICENSEE UNDER THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE AMOUNT ACTUALLY PAID BY LICENSEE TO LICENSOR PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Licensee acknowledges and agrees that (i) it is solely responsible for providing and ensuring the proper training of its drivers, owners or operators in the operation of the motor vehicle or motor vehicles (i.e. any automotive machinery utilized for the transport of persons or goods in which Foxster Solutions Products has been incorporated or installed), (ii) Licensor shall not be liable to Licensee or any other entity or individual for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by or on behalf of the Licensee or any such entity or individual in connection with this Agreement, including any personal injury or property damage claim or action, and Licensee shall defend, indemnify and hold Licensor harmless from any such claim or action, and (iii) Licensee shall include this paragraph, or the substance thereof, in any agreements between Licensee and any third party involving any Licensor Property.

### 8. Reserved

### 9. Additional Terms

9.1 Third-Party Products and Services. The Parties understand and agree that Licensor is not the manufacturer of the third party products or the provider of any third party services. As such, Licensor does not warrant or guarantee the condition or any other aspect of any third party products or third party services ("Third Party Product Exposures"). Furthermore, the Licensee is responsible for any performance and warranty related to any third party products or third party services used by or on behalf of the Licensee and will directly manage and coordinate with the applicable product or services vendor for any such issues.

#### 9.2 Online Liability Waiver.

- a. It is the Licensee's responsibility, and Licensor shall have no responsibility, to maintain control over all entities and individuals to whom Licensee provides any username and/or password information required to access and/or use Licensor Software. If the Licensee needs to change passwords, it is Licensee's responsibility to notify Licensor in writing.
- b. Should any confidential data or other Confidential Information of or relating to Licensee or Licensee's business be accessed or misappropriated using any usernames and passwords provided to the Licensee, the Licensor will not be held responsible.

## SOFTWARE LICENSE AND SERVICES AGREEMENT

### 10. Notices

Any notice, approval, request, authorization, direction or other communication under this Agreement will be given in English in writing and will be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered by confirmed facsimile; (ii) on the delivery date if delivered personally to the party to whom the same is directed; (iii) one business day after deposit with a commercial overnight carrier, with written verification of receipt; (iv) seven business days after the mailing date, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available; or (v) on the sent date if delivered via email. Licensor's and Licensee's Addresses for receipt of notices are provided on Schedule A.

### 11. Term and Termination

11.1 Term. Unless terminated earlier in accordance with the RFQ-R207-20-Transit Scheduling-System-Revised Section II. Term and Conditions Subsection S. Early Terminations and Section III. Required Federal Clauses Subsection E. Termination the term of the agreement will commence immediately upon execution hereof by the Parties' respective duly authorized representatives and will continue for an initial term of three years ("Initial Term"). At the end of the Initial Term, the Agreement will be renewed for two (2) one (1) year extensions upon request with a written notice and approval and shall continue in accordance with its provisions. After year five (5) is complete, the Licensee will have the option to extend the contract one year under the same terms, conditions, and pricing. (each such year, a "Renewal Term", and any and all such Renewal Terms, along with the Initial Term, collectively, the "Term").

### 12. Reserved

### 13. General

13.1 Entire Agreement. This Agreement (including all attachments) constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous proposals, agreements and communications, whether oral or written, between the parties relating to the subject matter hereof, and all past courses of dealing or industry custom. This Agreement may be amended only by a writing signed by the duly authorized representatives of both Parties.

13.2 Reserved.

13.3 Reserved.

13.4 Reserved.

13.5 Reserved.

13.6 Dispute. Disputes arising in the performance of this agreement that are not resolved amicably by both parties shall be decided in writing by the Assistant City Attorney for the City of Grand Island. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Provider mails or otherwise furnishes a written appeal to the Assistant City Attorney. In connection with any such appeal, the Provider shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Assistant City Attorney shall be binding upon the Provider and the Provider shall abide by the decision. Performance during Dispute - Unless otherwise directed by the City, the Provider shall continue performance under this agreement while matters in dispute are being resolved. Claims for Damages - Should either party to the agreement suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage. The duties and obligations imposed by the agreement documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties,

## SOFTWARE LICENSE AND SERVICES AGREEMENT

obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City shall constitute a waiver of any right or duty afforded any of them under the agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

13.7 Reserved.

13.8 Reserved.

13.9 Section Headings. Section and other headings contained in this Agreement are for references only and shall not affect in any way the meaning or interpretation of this Agreement.

13.10 Counterparts; Facsimile. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one agreement. Facsimile or electronic signatures shall be deemed original signatures.

13.11 Publicity. Licensor shall have the right to use Licensee's name in customer lists that identify a substantial number of Licensor's customers, and Licensor shall provide a copy of any such listing to Licensee to the extent distributed to any third parties.

13.12 Audits. Licensor may perform audit(s) on the use of the Software and Documentation upon giving Licensees written notice of at least five (5) business days. Licensee agrees to make the necessary operational records, databases, equipment, employees and facilities available to Licensor for the audit(s). The purpose of the audit will be to verify compliance with the terms and conditions of this Agreement.

## 14. Insurance

14.1 Reserved.

14.2 Provisions. Licensor shall provide Licensee with a certificate of insurance evidencing that the required minimum coverage is in effect and that each Commercial General Liability Names Licensee, its subsidiaries, directors, officers and employees as additional insureds to the extent permitted. Licensor shall provide a waiver of subrogation clause in favor of the additional insureds and provide that all insurance provided by the Licensor shall be primary and that any other insurance maintained by or available to Licensee shall be excess only and shall not contribute with this insurance. Such insurance shall also cover the acts or omissions of Licensor's subcontractors under this Agreement. Such insurance shall require the insurer to provide Licensee thirty (30) days advance written notice of any cancellation or adverse material change with respect to any of the policies. If Licensor fails to procure or maintain in force the insurance specified herein, Licensee may procure such insurance and the cost thereof shall be borne by Licensor.

14.3 Liability. The insurance provided by Licensor hereunder shall operate independent and apart from any obligations imposed upon Licensor under the indemnification provisions of this Agreement, and that in no event will the coverage or limits of any insurance maintained by Licensor under this Agreement, or the lack or unavailability of any other insurance, limit or diminish in any way Licensor's obligations or liability to Licensee hereunder.

14.4 Enforcement. Licensor's failure to provide and keep in force the aforementioned insurance shall be regarded as a material default hereunder, entitling Licensee to exercise any or all of the rights and remedies provided hereunder.



**SOFTWARE LICENSE AND SERVICES AGREEMENT**

IN WITNESS WHEREOF, each Party has caused this Software License & Services Agreement to be executed by its authorized representative to be effective as of the date hereof.

**Foxster Opco, LLC, dba CTS Software**

**City of Grand Island**

Signature: Amie L. Green

Signature: Roger E. Steele

Printed Name: Amie L. Green

Printed Name: ROGER E. STEELE

Title: Finance Director

Title: MAYOR

Date: 01 / 05 / 2023

Date: 1/11/2023

*[Remainder of page intentionally left blank.]*

Stacy R. Nonhof  
**Stacy R. Nonhof**  
**Assistant City Attorney**



## SOFTWARE LICENSE AND SERVICES AGREEMENT SCHEDULE A

This Schedule A is made part of and incorporated in that certain Software License and Services Agreement, by and between **Foxster Opco, LLC dba CTS Software**, a North Carolina corporation, located at Post Office Box 57, Swansboro, North Carolina 28584 ("Licensor"), and City of Grand Island located at 100 East 1<sup>st</sup> Street, Grand Island, NE. 68801 ("Licensee"), effective date as of November 17, 2022 ("Agreement"). All capitalized terms used but not defined in this Schedule A shall have the respective meanings ascribed to such terms in the Agreement.

All charges and fees are valid for the term of the contract and will be reevaluated at the time of contract renewal.

### 1. License Fees; Maintenance and Support Fees

The Licensor's Software as mentioned in this contract may consists of, but not be limited to:  
 TripMaster;  Automated Scheduling;  Passenger Reminder Module;  ParaScope – Tablet Interface;  Vehicle Maintenance Module;  ParaPass Module;  ParaPortal Module

#### STANDARD:

- 1.1 The Licensee agrees to pay the Licensor a onetime fee of **\$ 59,950.00** for use of the Licensor Software in accordance with the Agreement. Such payment will be due and payable within thirty (30) days after receipt of the applicable invoice.
- 1.2 Beginning on the Effective Date of the Agreement, Licensee shall pay Licensor the fees set forth in Attachment 1 hereto, which hereby is incorporated by reference herein ("Attachment 1") for all Support Services (as defined in Schedule B of the Agreement) for up to **19 vehicle and 8 License/User ID**:
  - a. If such fees are to be paid annually, payment will be due and payable within thirty (30) days after receipt of the applicable invoice.
  - b. If Licensee elects to pay such fees monthly, Licensor will submit the monthly invoice via email on the first day of each month.
  - c. Payments not received by the due date will be subject to late fees and suspension of Support Services.
- 1.3 Under terms of the Agreement, for each additional vehicle above the number contained in 1.2, that may be added in the future, the Licensor will charge Licensee an additional one-time start-up fee of \$1,585 per vehicle and an additional ongoing monthly fee of \$47.50 per vehicle.
- 1.4 Under terms of the Agreement, for each additional License/User ID above the number contained in 1.2, that may be added in the future, Licensor will charge Licensee an additional one-time start-up fee of \$475 per License/User ID and an additional ongoing monthly fee of \$50.00 per License/User ID.
- 1.5 When applicable, under terms of the Agreement, Licensor will cover up to **5,833 monthly trips texts/calls**.
- 1.6 Full pricing and other details for any fees described in this Schedule A are set forth in Attachment 1.

### 2. Training

- 2.1 Licensor will provide training and support services to Licensee. These services will be provided at Licensee's facility, as determined by Licensor in its sole and exclusive discretion. Charges for such services shall be billed at the rate of \$ 400.00 per day. In addition, onsite travel expenses shall be billed at the rate of \$2,000.00 for travel, lodging, meals and related expenses. Initial training costs are included in the cost summary and any additional or supplemental training is billed at the same rate.
- 2.2 Licensor will commit to one annual onsite Nebraska specific training.
- 2.3 Remote retraining of Licensee's employees shall be charged at Licensor's training rate (\$150.00 per hour) with a one-hour minimum and will include reimbursement by Licensee of any and all expenses



**SOFTWARE LICENSE AND SERVICES AGREEMENT  
SCHEDULE A**

incurred by Licensor in connection therewith. Such charges shall be charged and billed separately and are in addition to all other charged fees.  
2.4 Licensee has the option to purchase additional onsite training, which will be negotiated based on the rates in this contract.

**3. Addresses for Notices:**

**For Foxster Opco, LLC dba CTS Software ("Licensor"):**  
Foxster Opco, LLC dba CTS Software  
Post Office Box 57  
Swansboro, North Carolina 28584  
Attn: Adam Fox, President  
(800) 704-0064  
ctsfinance@cts-software.com

Licensor has the right to change the address for notifications by notifying Licensee in accordance with the notice provisions of the Agreement.

**For City of Grand Island ("Licensee"):**  
City of Grand Island-Transit Division  
1016 N. Diers Ave, Ste 119  
Grand Island, NE. 68803  
Attn: Charley Falmlen  
transit@grand-island.com

IN WITNESS WHEREOF, each Party has caused this Software License & Services Agreement Schedule A to be executed by its duly authorized representative to be effective as of the date executed by both Parties.

**Foxster Opco, LLC dba CTS Software**

**City of Grand Island**

Signature: Amie L Green

Signature: Roger E. Steele

Printed Name: Amie L. Green

Printed Name: ROGER E. STEELE

Title: Finance Director

Title: Mayor

Date: 01 / 05 / 2023

Date: 1/11/2023

Stacy R. Nonhof  
**Stacy R. Nonhof**  
**Assistant City Attorney**

**SOFTWARE LICENSE AND SERVICES AGREEMENT  
SCHEDULE A**

---

## Approach and Description

---

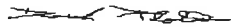
City of Grand Island | Nebraska Department of Transportation | Operations Division

CTS Software is pleased to submit our cost proposal response to the Nebraska DOT request for qualifications for transit scheduling software. We are confident that our scalable pricing and suite of options will accommodate the business objectives and vision of the future for Nebraska transit agencies now and for years to come.

Additionally, CTS Software has provided a sample quote that would be presented to each individual Transit System at the end of this document labeled "CTS Software TripMaster Sample Quote" for 19 vehicle and 8 license for the following:

- TripMaster
- Automated Scheduling
- ~~Vehicle Maintenance~~
- All Reporting
- All funding sources
- Tablet Software Application
- ~~Tablet Hardware (Mounts and Cases)~~
- ~~Mount Installation~~
- Electronic pre- and post-trip inspections
- Passenger Reminder (both call and text)
- Fare Collection
- ParaPortal (online and app-based passenger trip booking)

Sincerely,



Derek Platow

Director of Business Development

800-704-0064



*Faint, illegible text or stamp at the bottom of the page.*

**SOFTWARE LICENSE AND SERVICES AGREEMENT  
SCHEDULE A**

**Form B.5**

**Cost Proposal Summary**

**Request for Qualification Number R207-20**

To complete the cost proposal summary, please indicate summary costs for different items and different years in the table, noting that values should only be entered in white cells. Additionally, please indicate total costs by category (across years) and by year (across categories). The summary costs entered in table are to be based on detailed cost worksheets in Form A.6. As discussed at the beginning of Form A.6, elements of these cost categories may be based upon the characteristics of the representative small transit agency described at the beginning of Form A.

The payment schedule for a selected system deployment is tied to fixed lump sum payments for the completion and acceptance of related deliverables corresponding to cells in the table below. No invoice will be approved unless the associated deliverables have been approved.

**Cost Proposal Summary**

Category	Startup	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Initial System Planning and Design	\$47,900						\$47,900
Initial System Implementation and Training	\$11,300						\$11,300
Annual System Maintenance and Support		\$24,390	\$24,390	\$24,390	\$24,390	\$24,390	\$121,950
<b>Total</b>	<b>\$59,200</b>	<b>\$24,390</b>	<b>\$24,390</b>	<b>\$24,390</b>	<b>\$24,390</b>	<b>\$24,390</b>	<b>\$181,150</b>

**Initial System Planning and Design:** All of the system planning and design costs will occur at the beginning of the project (Startup column), in advance of system implementation and training. Please enter the cost for system planning and design work as determined in the detailed table in Form A.6.

**Initial System Implementation and Training:** All of the system implementation costs will occur at the beginning of the project (Startup column) following the planning and design activities. Please enter the cost for system implementation work as determined in the detailed table in Form A.6.

**Annual System Maintenance and Support:** This category includes annual licensing, hosting, maintenance, and support costs for software elements along with annual warranty costs for any applicable hardware elements. Please enter the cost value for each period as determined in the detailed annual tables in Form A.6.

**SOFTWARE LICENSE AND SERVICES AGREEMENT  
SCHEDULE A**

**Form B.6**

**Cost Proposal Details**

**Request for Qualification Number R207-20**

In the tables in this form, please enter the costs associated with different phases of the project. The tables have been set up to facilitate computation of all costs for the representative small-sized transit agency profile described at the beginning of this attachment in order to score the cost proposal.

Additionally, the cost tables have been structured such that the price that any particular transit agency would pay under an actual contract based on this solicitation would be based in part on certain size-related attributes of the transit agency. For example, licensing costs could increase with the maximum number of users that might use the system simultaneously (i.e. seat licenses).

To facilitate this flexibility, the cost tables for the different phases of the project - initial system planning and design, system implementation and training, and ongoing system operations and support - include a base (or fixed) cost element, a variable cost element that can scale with the number of schedulers and dispatchers that use the system at the same time, a variable cost element that can scale with the number of vehicles operated by the transit agency, and a variable cost element that can scale with the number of trips served by the transit agency each year. Bidders can use any combination of these cost elements to structure their pricing. However, they should be sure that all of their costs have been rolled into the pricing structure, and they must be willing to use the pricing formula to establish the pricing for any subsequent contract with a transit agency based on prequalification under this solicitation.

To fill in the cost tables:

- Fill in the base (or fixed) cost component, if any, that is unrelated to the size of the transit agency;
- Fill in any additional cost based on maximum number of simultaneous users (expressed as a per-user cost);
- Fill in any additional cost based on number of vehicles (expressed as a per-vehicle cost);
- Fill in any additional cost based on number of calls (expressed as cost per 10,000 calls);
- Compute the extended unit cost for users, if any, by multiplying your additional per-user cost by the maximum number of simultaneous users assumed for the representative medium-sized transit agency (i.e., 2 users);
- Compute the extended unit cost for vehicles, if any, by multiplying your additional per-vehicle cost by the number of vehicles assumed for the representative medium-sized transit agency (i.e., 5 vehicles);
- Compute the extended unit cost for trips served, if any, by multiplying your additional per-10,000-trips-served cost by the number of trips assumed for the representative medium-sized transit agency (i.e. 5,000 trips, or 0.5 units of 10,000 trips); and
- Add together the base cost, the extended cost for number of users, the extended cost for number of vehicles, and the extended cost for number of trips to arrive at the total cost for the phase.
- In the section of the table that falls below the "Line item costs" line, please provide information that shows how the base cost component, the per user cost component, the per-vehicle cost component, and the per-10,000-calls cost component are constructed. For each of the line items below the Total line, enter any fixed or variable costs associated with the line item. For any costs that do not fit within the enumerated line items, you may create additional line items at the end. The sums of the different

**SOFTWARE LICENSE AND SERVICES AGREEMENT  
SCHEDULE A**

types of costs across the line items should then total to the corresponding type of cost shown in the table above. For example, the sum of the base costs for all of the line items should be equal to the base cost component in the top of the table.

**Initial System Planning and Design Costs**

Costs for this phase should include labor, travel, and any other costs associated with development of the System Deployment Document, the System Acceptance Plan, and the System Maintenance and Support Plan

**System Planning and Design Costs Worksheet**

Cost Elements	Base Cost	Per-User	Per-Vehicle	Per-Annual Trips	Total Cost
Unit Value	Lot	1 user	1 vehicle	10,000	
Unit Count	1	8	19		
Base or Per-Unit Cost	\$5,995	\$475			
Automated Scheduling			\$695		
Vehicle Maintenance Module					
Funding Source Management	Included	Included	Included	Included	
Advanced Reporting	Included	Included	Included	Included	
FTA-Required Reporting	Included	Included	Included	Included	
ParaScope – Tablet Software			\$695		
Electronic Pre- and Post-Trip	Included	Included	Included	Included	
Passenger Reminder Module	\$2,995				
ParaPass – Fare Collection			\$195		
ParaPortal	\$4,995				
Base or Extended Cost	<b>\$13,985</b>	<b>\$3,800</b>	<b>\$30,115</b>	<b>\$0</b>	<b>\$47,900</b>
<b>Line Item Component Costs</b>					
Deployment Plan	Included	Included	Included	Included	
Acceptance Test Plan	Included	Included	Included	Included	
Maintenance and Support Plan	Included	Included	Included	Included	
Other Costs (Describe)	N/A	N/A	N/A	N/A	



**SOFTWARE LICENSE AND SERVICES AGREEMENT  
SCHEDULE A**

**Initial System Implementation Costs**

Costs for this phase should include labor, equipment, travel, and any other costs associated with system deployment and integration, purchase and installation of devices for reaching fare media if applicable, system documentation, initial and follow-up onsite training, and completion of acceptance testing.

**System Implementation Cost Worksheet**

Cost Elements	Base Cost	Per-User	Per-Vehicle	Per-Annual Trips	Total Cost
Unit Value	N/A	1 user	1 vehicle	10,000	
Unit Count	N/A	8	19		
Base or Per-Unit Cost	\$10,800				
Hardware Cost	\$500				
Base or Extended Cost	<b>\$11,300</b>	N/A	N/A	N/A	<b>\$11,300</b>
<b>Line Item Component Costs</b>					
Onsite Training x 12 days @\$400	\$4,800				
Training Travel Exp x 3 @ \$2000	\$6,000				
Tablet			N/A		
Vehicle Mount			N/A		
Vehicle Charger			N/A		
Tablet Protective Case			N/A		
Mount Install Proj Mgmt			N/A		
Mount Install per vehicle			N/A		
ParaPass, 1000 passes, scanner	\$500				





**SOFTWARE LICENSE AND SERVICES AGREEMENT  
SCHEDULE A**

**Annual System Maintenance and Support Costs**

Costs for this recurring annual phase should include labor, license fees, equipment, travel, hosting, web services, and any other costs associated with licensing for all system components; hosting and web services for all system components; ongoing maintenance, support, and training; equipment warranty as applicable; and fare payment media if applicable. Separate tables are provided for subsequent years of the contract, up to a maximum of (5) five years.

**Year 1 Annual System Costs Worksheet**

<b>Cost Elements</b>	<b>Base Cost</b>	<b>Per-User</b>	<b>Per-Vehicle</b>	<b>Per-Annual Trips</b>	<b>Total Cost</b>
Unit Value	N/A	1 user	1 vehicle	10,000	
Unit Count	N/A	8	19	7	
Base or Per-Unit Cost	\$5,400	\$600	\$570	\$480	
Base or Extended Cost	\$5,400	\$4,800	\$10,830	\$3,360	\$24,390
<b>Line Item Component Costs</b>					
Base Maint Support Fee	\$2,400				
Vehicle Base Fee			\$240		
Automated Scheduling Veh Fee			\$180		
Vehicle Maintenance Veh Fee					
User License Base Fee		\$600			
ParaScope Tablet App Fee			\$90		
Passenger Reminder Fee				\$480	
ParaPass Module Fee			\$60		
ParaPortal Module Fee	\$3,000				
Cellular Data Plans					



**SOFTWARE LICENSE AND SERVICES AGREEMENT  
SCHEDULE A**

**Year 2 Annual System Costs Worksheet**

Cost Elements	Base Cost	Per-User	Per-Vehicle	Per-Annual Trips	Total Cost
Unit Value	N/A	1 user	1 vehicle	10,000	
Unit Count	N/A	8	19	7	
Base or Per-Unit Cost	\$5,400	\$600	\$570	\$480	
Base or Extended Cost	\$5,400	\$4,800	\$10,830	\$3,360	\$24,390
Line Item Component Costs					
Base Maint Support Fee	\$2,400				
Vehicle Base Fee			\$240		
Automated Scheduling Veh Fee			\$180		
Vehicle Maintenance Veh Fee					
User License Base Fee		\$600			
ParaScope Tablet App Fee			\$90		
Passenger Reminder Fee				\$480	
ParaPass Module Fee			\$60		
ParaPortal Module Fee	\$3,000				
Cellular Data Plans					



**SOFTWARE LICENSE AND SERVICES AGREEMENT  
SCHEDULE A**

**Year 3 Annual System Costs Worksheet**

Cost Elements	Base Cost	Per-User	Per-Vehicle	Per-Annual Trips	Total Cost
Unit Value	N/A	1 user	1 vehicle	10,000	
Unit Count	N/A	8	19	7	
Base or Per-Unit Cost	\$5,400	\$600	\$570	\$480	
Base or Extended Cost	\$5,400	\$4,800	\$10,830	\$3,360	\$24,390
<b>Line Item Component Costs</b>					
Base Maint Support Fee	\$2,400				
Vehicle Base Fee			\$240		
Automated Scheduling Veh Fee			\$180		
Vehicle Maintenance Veh Fee					
User License Base Fee		\$600			
ParaScope Tablet App Fee			\$90		
Passenger Reminder Fee				\$480	
ParaPass Module Fee			\$60		
ParaPortal Module Fee	\$3,000				
Cellular Data Plans					

**SOFTWARE LICENSE AND SERVICES AGREEMENT  
SCHEDULE A**

**Year 4 Annual System Costs Worksheet**

Cost Elements	Base Cost	Per-User	Per-Vehicle	Per-Annual Trips	Total Cost
Unit Value	N/A	1 user	1 vehicle	10,000	
Unit Count	N/A	8	19	7	
Base or Per-Unit Cost	\$5,400	\$600	\$570	\$480	
Base or Extended Cost	<b>\$5,400</b>	<b>\$4,800</b>	<b>\$10,830</b>	<b>\$3,360</b>	<b>\$24,390</b>
Line Item Component Costs					
Base Maint Support Fee	\$2,400				
Vehicle Base Fee			\$240		
Automated Scheduling Veh Fee			\$180		
Vehicle Maintenance Veh Fee					
User License Base Fee		\$600			
ParaScope Tablet App Fee			\$90		
Passenger Reminder Fee				\$480	
ParaPass Module Fee			\$60		
ParaPortal Module Fee	\$3,000				
Cellular Data Plans					



**SOFTWARE LICENSE AND SERVICES AGREEMENT  
SCHEDULE A**

**Year 5 Annual System Costs Worksheet**

<b>Cost Elements</b>	<b>Base Cost</b>	<b>Per-User</b>	<b>Per-Vehicle</b>	<b>Per-Annual Trips</b>	<b>Total Cost</b>
Unit Value	N/A	1 user	1 vehicle	10,000	
Unit Count	N/A	8	19	7	
Base or Per-Unit Cost	\$5,400	\$600	\$570	\$480	
Base or Extended Cost	\$5,400	\$4,800	\$10,830	\$3,360	\$24,390
<b>Line Item Component Costs</b>					
Base Maint Support Fee	\$2,400				
Vehicle Base Fee			\$240		
Automated Scheduling Veh Fee			\$180		
Vehicle Maintenance Veh Fee					
User License Base Fee		\$600			
ParaScope Tablet App Fee			\$90		
Passenger Reminder Fee				\$480	
ParaPass Module Fee			\$60		
ParaPortal Module Fee	\$3,000				
Cellular Data Plans					

**SOFTWARE LICENSE AND SERVICES AGREEMENT  
SCHEDULE A**

**Form B.7**

**Optional Capabilities Cost Details**

**Request for Qualification Number R207-20**

The tables in this form allow Bidders to specify cost details for any of the optional capabilities that may be available with their basic system offerings. Because these costs are not scored, Bidders need not compute how the cost would apply to the representative smaller-sized transit agency described at the beginning of Attachment A. Rather, the tables require that Bidders indicate both base (fixed) and variable (by user, by vehicle, or by calls handled) costs associated with each of the optional capabilities. These may include Startup Costs as well as annual costs.

For any optional capability that is not available with the system, values in the corresponding table should be filled in with "N/A". For capabilities that are available, and are included with the advanced system at no extra charge, cells in the table should be filled in with "0" (indicating free). Finally, for capabilities that are available but only at some additional cost, cells in the table should be filled in with the corresponding startup and annual fixed and variable costs, as applicable.

While the cost information provided in these tables will not be scored, it will be used as a basis for determining prices for any transit agency that chooses to purchase one or more optional capabilities along with the basic scheduling system.

**Flex Route Scheduling Costs**

<b>Period/Element</b>	<b>Base Cost</b>	<b>Per-User Cost (1 user)</b>	<b>Per-Vehicle Cost (1 vehicle)</b>	<b>Per-Annual Trips Cost (10,000 trips)</b>
Startup Cost	\$4,995			
Year 1 Cost			\$240.00	
Year 2 Cost			\$240.00	
Year 3 Cost			\$240.00	
Year 4 Cost			\$240.00	
Year 5 Cost			\$240.00	

**SOFTWARE LICENSE AND SERVICES AGREEMENT  
SCHEDULE A**

**Trip Coordination/Brokerage Costs**

Period/Element	Base Cost	Per-User Cost (1 user)	Per-Vehicle Cost (1 vehicle)	Per-Annual Trips Cost (10,000 trips)
Startup Cost	\$4995			
Year 1 Cost			\$240	
Year 2 Cost			\$240	
Year 3 Cost			\$240	
Year 4 Cost			\$240	
Year 5 Cost			\$240	

**Customer App Costs**

Period/Element	Base Cost	Per-User Cost (1 user)	Per-Vehicle Cost (1 vehicle)	Per-Annual Trips Cost (10,000 trips)
Startup Cost	\$4,995			
Year 1 Cost	\$3,000			
Year 2 Cost	\$3,000			
Year 3 Cost	\$3,000			
Year 4 Cost	\$3,000			
Year 5 Cost	\$3,000			

**FTA-Required Reporting Costs**

Period/Element	Base Cost	Per-User Cost (1 user)	Per-Vehicle Cost (1 vehicle)	Per-Annual Trips Cost (10,000 trips)
Startup Cost	Included	Included	Included	Included
Year 1 Cost	Included	Included	Included	Included
Year 2 Cost	Included	Included	Included	Included
Year 3 Cost	Included	Included	Included	Included
Year 4 Cost	Included	Included	Included	Included

**SOFTWARE LICENSE AND SERVICES AGREEMENT  
SCHEDULE A**

Year 5 Cost	Included	Included	Included	Included
-------------	----------	----------	----------	----------

**GTFS Flex Data Generation Costs**

Period/Element	Base Cost	Per-User Cost (1 user)	Per-Vehicle Cost (1 vehicle)	Per-Annual Trips Cost (10,000 trips)
Startup Cost			\$500	
Year 1 Cost				
Year 2 Cost				
Year 3 Cost				
Year 4 Cost				
Year 5 Cost				

**Form A.8**

**Fixed Hourly Rates**

**Request for Qualification Number R207-20**

Some transit agencies may require additional services not described in the scope of work. Please provide time and material rate categories, and corresponding all-inclusive hourly rates, for all job categories that might be involved in add-on work. These rates shall remain fixed for the life of the contract, including any optional renewal periods.

Job Title	All Inclusive Hourly Rate
Example: Project Manager	\$ _____ per hour
Custom Development	\$ 150 _____ per hour
	\$ _____ per hour
	\$ _____ per hour
	\$ _____ per hour
	\$ _____ per hour
	\$ _____ per hour
	\$ _____ per hour



**SOFTWARE LICENSE AND SERVICES AGREEMENT  
SCHEDULE A**

## CTS Software TripMaster Sample Quote

For: City of Grand Island, NE		19	Vehicles	8	License
<b>Software</b>	<b>Unit Price</b>	<b>Unit</b>	<b>Quantity</b>	<b>Amount</b>	
TripMaster Software	\$5,995.00	Lot	1	\$5,995.00	
Automated Scheduling Software Per Vehicle Rate	\$695.00	Each	19	\$13,205.00	
Vehicle Maintenance Module Per Vehicle Rate	\$100.00	Each	0	\$0.00	
TripMaster Per License (username/password) Rate	\$475.00	Each	8	\$3,800.00	
Funding Sources, Fare/Donation Structure and Billing Rate	\$0.00	Lot	1	Included	
Advanced Management Reports Rate	\$0.00	Lot	1	Included	
FTA-Required Reporting Rate	\$0.00	Lot	1	Included	
ParaScope - Tablet Software App Per Vehicle Rate	\$695.00	Each	19	\$13,205.00	
Electronic Pre- and Post Trip Inspection (Inc. w/ParaScope)	\$0.00	Each	19	Included	
Passenger Reminder Module	\$2,995.00	Lot	1	\$2,995.00	
ParaPass - Fare Collection Module (ParaScope Req.)	\$195.00	Each	19	\$3,705.00	
				<b>Software Total</b>	<b>\$42,905.00</b>
<b>Optional Software</b>	<b>Unit Price</b>	<b>Unit</b>	<b>Quantity</b>	<b>Amount</b>	
Flex Route Module	\$4,995.00	Lot	0	\$0.00	
ParaPortal Module	\$4,995.00	Lot	1	\$4,995.00	
Trip Coordinated Broker Rate	\$4,995.00	Lot	0	\$0.00	
				<b>Software Total</b>	<b>\$4,995.00</b>
<b>Services</b>	<b>Unit Price</b>	<b>Unit</b>	<b>Quantity</b>	<b>Amount</b>	
Data Acquisition, Conversion and Install	\$1,000.00	Lot	1	Included	
GTFS Generation	\$500.00	Each	0	\$0.00	
CTS Software - Online Training	\$150.00	Session	5	Included	
CTS Software - Onsite Training	\$400.00	Day	12	\$4,800.00	



**SOFTWARE LICENSE AND SERVICES AGREEMENT  
SCHEDULE A**

CTS Software - Travel Expenses	\$2,000.00	Trips	3	\$6,000.00
ParaPass Design, 1000 Passes, In-office Scanner	\$500.00	Lot	1	\$500.00

**Services Total      \$11,300.00**

<b>Hardware</b>	<b>Unit Price</b>	<b>Unit</b>	<b>Quantity</b>	<b>Amount</b>
Samsung Galaxy Tablet Series	\$350.00	Each	0	\$0.00
Vehicle Mount	\$65.00	Each	0	\$0.00
Vehicle Charger	\$20.00	Each	0	\$0.00
Tablet Protective Case	\$40.00	Each	0	\$0.00
Mount Installation Project Management (Vendor Optional)	\$2,600.00	Lot	0	\$0.00
Mount Installation (Vendor Optional)	\$220.00	Each	0	\$0.00

**Hardware Total      \$0.00**

<b>Annual Maintenance and Support</b>	<b>Unit Price</b>	<b>Unit</b>	<b>Quantity</b>	<b>Amount</b>
Maintenance and Support Base Fee	\$2,400.00	Lot	1	\$2,400.00
Vehicle Base Fee	\$240.00	Each	19	\$4,560.00
Automated Scheduling Vehicle Fee	\$180.00	Each	19	\$3,420.00
Vehicle Maintenance Vehicle Fee	\$60.00	Each	0	\$0.00
License Base Fee	\$600.00	Each	8	\$4,800.00
ParaScope - Tablet Software App Fee	\$90.00	Each	19	\$1,710.00
Passenger Reminder Fee (per 10,000 annual trips)	\$480.00	Lot	7	\$3,360.00
ParaPass Module Fee (ParaScope Req.)	\$60.00	Each	19	\$1,140.00
Cellular Data Plans (Vendor Provided)	\$360.00	Each	0	\$0.00

**Annual Maintenance and Support Total      \$21,390.00**

<b>Optional Annual Maintenance and Support</b>	<b>Unit Price</b>	<b>Unit</b>	<b>Quantity</b>	<b>Amount</b>
ParaPortal Module Fee	\$3,000.00	Lot	1	\$3,000.00
Flex Route Module Fee	\$240.00	Each	0	\$0.00
Trip Coordinated Broker Fee	\$240.00	Each	0	\$0.00

**SOFTWARE LICENSE AND SERVICES AGREEMENT  
SCHEDULE A**

<b>Optional Annual Maintenance and Support Total</b>	<b>\$3,000.00</b>
<b>Software, Hardware and Services Total</b>	<b>\$59,200.00</b>
<b>Annual Maintenance and Support Total</b>	<b>\$24,390.00</b>
<b>First Year Grand Total</b>	<b>\$83,590.00</b>
<b>Five Year Grand Total</b>	<b>\$181,150.00</b>

**Payment and Milestones.** The parties shall agree for progressive payments to be made upon satisfactory completion of the following milestones at the mutual discretion of the Licensee and NDOT:

MAJOR ACTIVITY MILESTONE DESCRIPTION	DUE DATE	PAYMENT SCHEDULE
Signed agreement		
Phase I: System Planning and Design	0-2 weeks from signed agreement	50%
Phase II: System Implementation	2-6 weeks from signed agreement	50%
Phase III: System Maintenance and Support	4-8 weeks from signed agreement	100% Of support services for year one (1) (at a minimum), or month-to-month

Licensor understands and agrees that Licensee is prohibited from providing any type of advance payment. Terms of all payments shall be Net 30.



## SOFTWARE LICENSE AND SERVICES AGREEMENT SCHEDULE B

This Schedule B is made part of and incorporated in that certain Software License and Services Agreement, by and between **Foxster Opco, LLC, dba CTS Software**, a North Carolina corporation, located at Post Office Box 57, Swansboro, North Carolina 28584 ("Licensor"), and City of Grand Island located at 100 East 1<sup>st</sup> Street, Grand Island, NE. 68801 "Licensee"), effective as of November 17, 2022 ("Agreement"). All capitalized terms used by not defined in this Schedule A shall have the respective meanings ascribed to such terms in the Agreement.

### 1. Support Services/Service Level Agreement

Licensor's maintenance and support services for the Licensor Software are set forth in this Schedule B (collectively, "Support Services"). During the Term of the Agreement, Licensor will provide the following Support Services if and to the extent that the Licensor Software does not operate substantially in accordance with the Documentation.

### 2. Overview

- 1.1 This Schedule B is designed to address any needs and issues with respect to the Licensor Software that may be raised by Licensor's customers on an ongoing basis. Licensor's goal is to provide a highly available system that delivers benefits to our customers.
- 1.2 This Schedule B seeks to provide as much flexibility for Licensor's customers as possible by utilizing user documentation, training manuals and the system knowledge base.
- 1.3 This Schedule B seeks to provide insight into the processes, procedures, and response target times for customer technical support requests that help Licensor to meet its commitment to all customers.
- 1.4 Licensor is committed to resolving customer needs and issues quickly and professionally. Customer support issues are resolved by highly skilled software engineers and support specialists, allowing customers to have quick access to persons with the technical ability to solve any needs and/or issues. Support will be handled via phone and email in the event that Licensor's support specialists are not at the customer site.
- 1.5 The infrastructure for this plan is a request tracking system used to facilitate the process of tracking and solving customer needs and issues. Every support request is logged into the system and is accessible by all Licensor's support specialists.
- 1.6 During and after scheduled down-time Licensor's support specialists are on "high alert" to ensure that any issues, questions, or support requests from the customer are handled and resolved as promptly as possible.
- 1.7 Customer support is available 24 hours a day, 7 days a week.

### 3. Assignment of Support Request Severity

When a customer has opened a support request and reaches a support specialist, the specialist will assess the severity of the request based on the customer's description of the issue.

Table 1 below describes the definitions used in identifying and assigning a severity to the customer's reported issue.

Table 1 - Severity Definitions	
Severity	Criteria
Critical	Customer's production system is down.

**SOFTWARE LICENSE AND SERVICES AGREEMENT  
SCHEDULE B**

	Foxster Solutions product is unusable resulting in total disruption of work or other critical business impact. No workaround is available.
High	Major feature/function failure. Operations are severely restricted. A workaround is available.
Medium	Minor feature/function failure. Product does not operate as designed, minor impact on usage, acceptable workaround is available.
Low	Minor issue. Documentation, general information, enhancement request, etc.

**4. Response and Resolution Targets**

Licensor's Support Services response and resolution targets are described below:

**Response:** When Licensor's Support Services personnel receive a support request, a support specialist will provide feedback to the customer that the request has been logged and assigned to the appropriate resource. The exact response (described below) will vary depending on the support method used by the customer, and the response time will commence as soon as the support request is received and the support specialist has a clear understanding of, and the ability to reproduce or identify from the system log, the issue at hand ("Support Request").

**E-Mail:** An automated e-mail reply will be sent immediately after receiving an e-mail Support Request. A support specialist will reply to the e-mail with a Support Request ID # and a time frame when to expect a response or contain a request for additional information.

**Phone:** A support specialist will answer the call or respond to a call that has gone to voice mail, document product specific information in the support request, provide the customer with a Support Request ID # and begin support activities.

**Resolution:** An answer, fix or a satisfactory workaround to the question (s) raised and/or issue(s) identified in the Support Request.

**Solution:** The long-term resolution to the question (s) raised and/or issue(s) identified in the Support Request, issue, or question.

<b>Table 2 - Response and Resolution Targets</b>			
<b>Severity</b>	<b>Target Response</b>	<b>Target Resolution</b>	<b>Solution (1 or more of the following)</b>
Critical	1 Business Hour	Within 4 hours from actual response.	<ul style="list-style-type: none"> <li>• Satisfactory workaround is provided.</li> <li>• Product patch is provided.</li> <li>• Fix incorporated into future release.</li> <li>• Fix or workaround incorporated into Solution Library.</li> </ul>
High	8 Business Hours	Within 36 hours from actual response.	<ul style="list-style-type: none"> <li>• Satisfactory workaround is provided.</li> <li>• Product patch is provided.</li> </ul>

**SOFTWARE LICENSE AND SERVICES AGREEMENT  
SCHEDULE B**

			<ul style="list-style-type: none"> <li>• Fix incorporated into future release.</li> <li>• Fix or workaround incorporated into Licensor's collection of Licensor Software Solutions ("Solution Library").</li> </ul>
Medium	24 Business Hours	Within 15 Business Days.	<ul style="list-style-type: none"> <li>• Answer to question is provided.</li> <li>• Satisfactory workaround is provided.</li> <li>• Fix or workaround incorporated into Solution Library.</li> <li>• Fix incorporated into future release.</li> </ul>
Low	72 Business Hours	Within 30 Business Days.	<ul style="list-style-type: none"> <li>• Answer to question is provided through FAQ, Knowledge Base, or through trained customer subject matter experts (SME).</li> <li>• Fix or workaround incorporated into Solution Library.</li> </ul>

**5. Assignment of Service Request Status**

When a customer contacts Licensor's Support Services personnel and requests help to resolve a question or an issue, a Support Request is opened. The following table describes the possible status that may be assigned to a Support Request.

<b>Table 3 - Service Request Status Definition</b>	
<b>Status</b>	<b>Criteria</b>
New	A Support Request has just been submitted. It may be assigned to an individual or a queue. Support specialist has not responded yet to customer.
Working	Support specialist has responded to the customer regarding the receipt of the Support Request and is actively pursuing a resolution.
On Hold	Support specialist is not actively working on the resolution of the Support Request. Generally, this is due to information pending from the submitter of the Support Request. However, Support Requests may be put on hold for other reasons as well.
Escalated	A Support Request set to an escalated status means either the Support Request has not been resolved within the target resolution time, or the submitter has asked for it to be escalated to the next level of support.
Closed	Closed status reflect that: The customer and the support specialist agree that a satisfactory resolution has been provided, or

**SOFTWARE LICENSE AND SERVICES AGREEMENT  
SCHEDULE B**

	<p>The customer understands that there is not a solution to the issue at hand, and the issue is not a result of a product defect, or The support specialist has made multiple attempts to contact the customer that opened the Support Request, and the customer has not responded.</p> <p>Electronic service requests (e-mail) may be closed when a support specialist has provided an electronic reply with a high degree of confidence that the reply will resolve the issue or answer the question.</p>
--	---

Networking and hardware at the customer's site are the sole responsibility of the customer and are not covered in Support Services. Any issues or problems arising out of Customer misuse or unauthorized use of Licensor Software also is not covered in Support Services.

IN WITNESS WHEREOF, each Party has caused this Software License & Services Agreement Schedule B to be executed by its authorized representative to be effective as of the date executed by both Parties.

**Foxster Opco, LLC, dba CTS Software**

Signature: Amie L Green

Printed Name: Amie L. Green

Title: Finance Director

Date: 01 / 05 / 2023

**City of Grand Island**

Signature: Roger E. Steele

Printed Name: ROGER E. STEELE

Title: MAYOR

Date: 1/11/2023

Stacy R. Nonhof  
**Stacy R. Nonhof**  
**Assistant City Attorney**