

**FIRST AMENDMENT TO THE
MAINTENANCE SERVICE AGREEMENT BETWEEN
THE CITY OF LAREDO AND TRANSCORE, LP**

This First Amendment is made this _____ day of _____, 2024, and is effective on April 1, 2024 and shall end on March 31, 2025, by and between the City of Laredo, Texas (the "Owner") and TransCore, LP (the "Contractor"), singularly "Party" and collectively the "Parties".

WITNESSETH:

WHEREAS, Owner and Contractor entered into an Agreement for the Contractor's performance of Toll System maintenance services titled Maintenance Service Agreement Between the City of Laredo and TransCore, LP (the "Agreement"), executed between the Parties on April 1, 2023;

WHEREAS, the Parties have mutually agreed to exercise the first one-year extension of the Agreement;

NOW, THEREFORE, the Parties, intending to be legally bound, agree as follows:

1. The first extension of the Agreement shall begin on April 1, 2024 and shall terminate on March 31, 2025, unless terminated earlier pursuant to the termination provisions in the Agreement.
2. For Contractor's continued satisfactory performance of the Services as described in the Agreement, the Owner shall pay the sum of \$ 978,547.00 (the "Amendment Sum") in accordance with Agreement Exhibit A (Scope of Services) and Exhibit B (Time and Material Rates). Each subsequent Amendment to the Agreement shall reflect the annual price adjustment for Consumer Price Index for Urban Wage Earners (CPI-W) per the CPI report provided by the US Department of Labor.
3. **All other terms and conditions of the Agreement shall remain the same.**
4. Agreement Exhibit A, Scope of Services shall remain the same.
5. Agreement Exhibit B, Time and Material Rates shall remain the same.
6. Agreement Exhibit C, TransCore Software License Agreement, shall remain the same.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed as of the date above by their respective representatives, each duly authorized.

SIGNATURES ON NEXT PAGE

OWNER

CITY OF LAREDO, TEXAS

By: _____

Name: (Printed) _____

CONTRACTOR

TRANSCORE, LP

By: _____

Name: (Printed) _____

**MAINTENANCE SERVICE AGREEMENT
BETWEEN THE CITY OF LAREDO AND TRANSORE, L.P.**

This Agreement is made this ____ day of _____, 2024, (the "Effective Date") by and between the City of Laredo, Texas, (the "Owner"), and TransCore, LP a Delaware limited partnership, and its successors or assigns, (the "Contractor"), singularly "Party" and collectively, the "Parties".

WITNESSETH:

WHEREAS, Owner and Contractor wish to enter into an Agreement for the Contractor's performance of Toll System maintenance services more fully described hereinafter in the Agreement documents, including the Agreement and its Exhibits attached hereto; and

WHEREAS, Contractor has been engaged in and now performs such services and represents that it is fully equipped, competent and capable to perform and provide the services within the provisions of **Exhibit A – Scope of Services**.

NOW THEREFORE, the Parties, intending to be legally bound, agree as follows:

**1. TERMS; EFFECTIVE DATE; CONTRACT DOCUMENTS; ORDER OF PRECEDENCE;
DEFINITIONS:**

1.1 The initial term of this Agreement will be for one (1) year, commencing on the Effective Date and expiring on March 30, 2025, unless sooner terminated as provided herein (the "Initial Term"). The Initial Term shall be renewed upon mutual agreement of the Parties for four (4) successive one-year (1) terms.

1.2 Agreement Documents and Order of Precedence. The Agreement Documents shall consist of:

1. This executed Agreement including the Terms and Conditions
2. The Exhibits described below:

Exhibit A	Scope of Services
Exhibit B	Contractor Time and Material Labor Rates
Exhibit C	Software License Agreement

In the event of conflict or inconsistency among the Agreement Documents, the following order of precedence shall govern the interpretation of the Agreement Documents:

- (a) Amendments to this Agreement and Change Orders
- (b) This Agreement
- (c) All Exhibits

1.3 Definitions As used in this Agreement, the following capitalized terms shall have the meanings set forth herein.

"Claim" means any and all claims, disputes, disagreements, causes of action, demands, suits, damages, injuries, liabilities, obligations, losses, costs and expenses which (i) are asserted by one party against another party or imposed by law or asserted by a third party and (ii) relate to the Owner's Toll System, the Services or the Agreement Documents.

"Contractor" means any one or more of Contractor, any affiliate, or subcontractor.

"Force Majeure" means the occurrence of any of the following events that materially and adversely affects performance of Contractor's obligations, provided that such events (or the effects of such events) could not have been avoided by the exercise of caution, due diligence, or reasonable efforts by any Contractor Party and do not result from or arise out of the willful misconduct, breach or violation of any Governing Document by any Contractor Party: (a) war (including civil war and revolution), invasion, armed conflict, violent act of foreign enemy, military or armed blockade, in each case occurring within the State of Texas or in other locations where material Services are performed by a Contractor Party; (b) any act of terrorism or sabotage that causes direct physical damage to the Owner's Toll System or that constitutes a specific and material threat to the Owner's toll system or to other locations where material Services are performed by a Contractor Party, as determined by applicable governmental authorities; (c) nuclear explosion or contamination, in each case occurring within 150 miles of the Owner's Toll System or in the State of Texas or to other locations where material Services are performed by a Contractor Party; (d) epidemic, pandemic, riot or civil commotion on or in the immediate vicinity of the Owner's Toll System or in other locations where material Services are performed by a Contractor Party; (e) any kind of local or national emergency declared by an applicable governmental authority, (f) fire, flood, hurricane, storm, lightning strike, earthquake tornado, or other natural disaster that causes direct physical damage to the Owner's Toll System or that results in the issuance of a hurricane or evacuation warning by an applicable governmental authority, (g) explosion, sabotage, act of God, to the extent such occurrence causes direct physical damage to the Owner's Toll System or to other locations where material Services are performed by a Contractor Party, (h) failure of the subcontractors or suppliers to perform or deliver on a timely basis, to the extent such failure is due to a force majeure condition affecting the subcontractor or supplier (i) any national or regional strike, labor dispute, work slowdown, work stoppage, secondary boycott, walkout or other similar occurrence, (j) issuance of a temporary restraining order or other form of injunction by a court that prohibits prosecution of the Services, or (k) the presence, release or discharge at the Owner's Toll System site of Hazardous Materials.

"Governing Documents" means (a) this Agreement and Exhibits; (b) governmental authorizations, permits, licenses, approvals and consents; and (c) all applicable Laws.

"Law" means (i) any law, legislation, statute, act, rule, ordinance, decree, treaty, regulation, order, judgment, or other similar legal requirement, and (ii) any legally binding announcement, directive or published practice or interpretation thereof, enacted, issued or promulgated by any governmental authority.

"Party" or "Parties" means either Owner or Contractor singularly, or both Owner and Contractor, collectively.

"Services" means all work, equipment, materials software, services, and other items required to be performed or supplied by Contractor under the Agreement, as such Services may be modified from time to time by change order pursuant to Section 5 herein.

"Toll System" means all hardware, software, documents, materials and staffing needed to maintain the Owner's tolling system located at City of Laredo Toll Bridges 1, 2, 3, and 4.

2. FEES AND CHARGES

2.1 For Contractor's satisfactory performance of all Services, Customer shall pay Contractor the annual sum of _____ in accordance with Exhibit A which represents the Agreement price, to be paid in twelve (12) monthly payments. If funding will be provided incrementally the Contractor has no responsibility to complete performance unless the Customer provides full funding. If there is a lapse in funding, the Contractor shall be entitled to request and receive an equitable adjustment in accordance with the "Delays" provision of this Agreement. Any increase in the Agreement amount or funding, which exceed the full funding of this Agreement, and any decreases in the Agreement amount or funding can be made only by a written Change Order pursuant to Section 5 of this Agreement, agreed to and executed by both Parties.

2.2 Pursuant to Section 5, for Services provided by the Contractor to the Owner at the Owner's request that are outside the scope of work for Services set forth in Exhibit A, these Services will be performed by the Contractor pursuant to a Change Order as set forth in Section 5, or on a time and materials basis pursuant to Contractor's rates in Exhibit B.

3. PAYMENT TERMS

3.1 Owner shall make payments to Contractor for Services performed based on invoices submitted to Owner. Owner shall pay the amount of each invoice within thirty (30) days after receipt of invoice by Owner. With each invoice and request for payment, Contractor shall provide to Owner:

- (a) A statement of the amount due to Contractor for the Services during the previous month.
- (b) Reimbursable Expenses incurred during the previous month. For purposes of this Agreement, "Reimbursable Expenses" shall mean any time and material charges incurred by the Contractor and the cost of spares and consumables purchased by the Contractor at the request of the Owner and not paid for directly by the Owner.
- (c) Information on Force Majeure events or other scope changes encountered during the payment period that have impacted Services, including any additional costs or schedule delays that Contractor is claiming.

3.2 Disputed Invoices – Owner will review each invoice and respond with a written request for additional information or documentation, changes, or corrections no later than twenty (20) Calendar Days of Owner's receipt of any applicable invoice. Contractor shall have seven (7) Calendar Days within which to respond to the Owner's request. Based on the Owner's response, Contractor shall submit a new invoice incorporating any changes or corrections made by Owner, together with any additional requested information or documentation. If Owner agrees with all requests for compensation in the new invoice, Owner will promptly submit the entire sum found due for payment. If Owner disputes any amounts submitted for compensation, Owner shall pay Contractor amounts not in dispute and notify Contractor within seven (7) days of its receipt of the new invoice, identifying those items in the new invoice that Owner disputes, along with a detailed written explanation of the basis of the dispute. For disputed amounts, the parties will negotiate in good faith to determine the appropriate equitable adjustments to the particular invoice payment and promptly pay the remaining invoice balance once the disputed deliverable has been satisfied.

4. TERMINATION AND DEFAULT

4.1 Contractor Default – The occurrence of any one or more of the following events (Event of Default) shall constitute a default by Contractor under this Agreement, subject to written notice and cure, as set forth below:

- (a) If Contractor fails to maintain, perform, or comply with the terms and provisions of the Agreement. In the event Contractor's failure to perform is based in part on a Force Majeure event, Contractor will have the opportunity to cure the Event of Default pursuant to the remedies available for Force Majeure delays.
- (b) If Contractor becomes insolvent, or becomes the subject of any bankruptcy, insolvency or similar proceeding.
- (c) If Contractor assigns this Agreement or delegates its obligations under this Agreement without the prior written consent of Owner.
- (d) If Contractor abandons the Services and fails to begin to cure such Default.

Contractor will have forty-five (45) following the delivery of a written notice from Owner outlining the particulars of the default in reasonable detail to begin to cure such default.

4.2 Owner Remedies for Contractor Default - Upon the occurrence of an Event of Default by Contractor under this Agreement, where the Contractor has been unable to cure the failure within the allowable cure period the Owner may:

- (a) Owner may terminate this Agreement in whole or in part.
- (b) Owner may bring any proceedings in the nature of specific performance, injunction, or other equitable remedy.

(c) Owner may bring any action at law as may be necessary or advisable in order to recover damages and costs; and/or

(d) Owner may exercise any of its other rights and remedies provided for hereunder or otherwise available to it at law or in equity.

4.3 Owner Default- The occurrence of any one or more of the following Events of Default shall constitute a default by Owner under this Agreement, subject to written notice and cure, as set forth below:

(a) If Owner fails to make payment to Contractor of any undisputed amounts and such failure is not remedied within thirty (30) calendar days following notice thereof from Contractor to Owner of such non-payment

(b) If any representation made by Owner herein was false or misleading in any material respect when made and such representation has a material adverse effect on Owner's ability to perform its financial obligations under this Agreement, which representation is not cured within sixty (60) days, such period to be extended for up to a total of one-hundred twenty (120) days so long as Owner is proceeding diligently to cure such breach throughout such period

(c) If Owner fails to perform any of its obligations under this Agreement, and such failure is not cured within thirty (30) calendar days after receipt of written notice thereof (giving particulars of the default in reasonable detail) from Contractor to Owner, or if a cure cannot be effected within such thirty (30) day period, such period shall extend for up to a total of one-hundred twenty (120) days, so long as the Owner is proceeding diligently to cure such default throughout such period

4.4 Contractor Remedies for Owner Default - Upon the occurrence of an Owner Event of Default under this Agreement, Contractor may do any or all of the following as Contractor in its sole and absolute discretion, shall determine:

(a) Contractor may terminate this Agreement

(b) Contractor may bring any actions at law or in equity as may be necessary or advisable in order to recover damages and costs, and/or

(c) Contractor may exercise any other of its rights and remedies provided for under this Agreement

4.5 Termination for Convenience – Either Party may terminate this Agreement upon forty-five (45) days written notice to the other Party. In the event of termination for convenience, such termination shall provide for payment to Contractor for (i) Services performed up to the date of termination, (ii) work in process and (iii) actual and reasonable termination and transition costs, as described in

the next paragraph, on a time and material basis. Contractor acknowledges that the Services provided under the terms of the Agreement are vital to Owner and must be continued without interruption. Upon termination of the Agreement, whether for an Event of Default, convenience or otherwise, a successor (Owner or a new contractor) may be responsible for providing some or all of these Services. The Contractor agrees to exercise reasonable efforts and cooperation, for up to one-hundred eighty (180) days as determined by Owner, to effect an orderly, efficient and mutually agreeable transition to a successor; and that, in the event of a termination for convenience by Owner, the Owner agrees to fully compensate the Contractor for such actual and reasonable transition costs on a time and materials basis at the rates set forth in Exhibit B.

5. CHANGES TO THE AGREEMENT

5.1 Owner may, at any time by written notice, make changes within the general scope of this Agreement in any one or more of the following (a "Change Event"):

- (a) Drawings, designs, specifications, materials, equipment, hardware and software
- (b) Place or means of inspection
- (c) Delivery or Services schedule or scope
- (d) Other elements of the Services
- (e) Any other changes as may be mutually agreed to by the Parties

5.2 Contractor may, at any time by written notice, make changes within the general scope of this Agreement, or in the Scope of Services in Exhibit A (a "Change Event"), based on

- (a) A change in any applicable Law from any federal, state or local entity, including but not limited to, any upgrade or modification requirements, enhancements, or design change required or arising out of such change, from those in effect on the Effective Date.
- (b) The occurrence of any Force Majeure event that effects either the Scope of Work in Exhibit A, or in the schedule of performance, or in Contractor's response time obligations under this Agreement. Contractor must give notice of a Force Majeure event that effects performance under this Agreement within twenty (20) days of the occurrence of the Force Majeure event.
- (c) Any request by Owner to make changes to the Agreement as outlined in paragraph 5.1, above.

5.3 Equitable Adjustments. Should any change resulting from paragraphs 5.1 and 5.2 occur, an equitable adjustment may be requested by either Party to reflect a change in the Agreement price, performance schedule, or both. If the Parties are unable to agree that a Change Event has occurred such that an adjustment in the Agreement price or performance schedule should be made, either Party may assert a Claim pursuant to Section 10.

6. WARRANTIES

6.1 Warranty for Services. The warranty period for maintenance Services shall commence after the applicable Services are accepted by Owner and shall run for a period of three (3) months. The warranty for repaired or replaced parts installed during the performance of this Agreement shall be for a period of one (1) year, or the amount of the part manufacturer's warranty term, whichever is longer.

6.2 DISCLAIMER OF IMPLIED WARRANTY. THE EXPRESS WARRANTIES, IF ANY, CONTAINED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY CONTRACTOR. CONTRACTOR SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES ALLEGED TO HAVE ARISEN FROM CUSTOM USAGE, OR PAST DEALINGS BETWEEN THE PARTIES

6.3 Maintenance and Warranty Exclusions. The warranties provided for herein do not apply to hardware, software, or materials provided by other than any Contractor Party or that are installed and in service at the time of the Effective Date of this Agreement, consumable items and materials, and to the system due to normal wear and tear; failures or damage resulting from the following causes: (a) misuse due to fault or negligence of Owner or its other contractors or agents; (b) damage from power sources or peripheral equipment not delivered with Contractor's system; (c) operation of the equipment outside of the manufacturers' specified environmental conditions, or communications or transmission or electronic interference from other devices or sources that affect the performance of materials and equipment installed by Contractor, or defective Owner materials or equipment; (d) vandalism or accidents; (e) maintenance, modifications or repairs by parties other than Contractor or its designated agents; (f) Force Majeure; (g) to the extent Services are provided with respect to the system by others without Contractor's approval and such Services cause Contractor to be unable to perform the Services hereunder or to be able to perform the Services only at additional costs which are not reimbursed by Owner; or (h) to loss or damage of any third parties nor any consequential damages.

7. INSURANCE

8. NOTICES All notices or other communications shall be in writing and shall be sent by email to the addresses set forth below and will be deemed delivered on the date on which the email is transmitted.

Written notices to the Owner shall be sent to:

Yvette Limon, CPM

Bridge Director

City of Laredo Bridge System

1209 Water St,

Laredo, TX 78040

Email: ylimon@ci.laredo.tx.us

Phone: 956-721-2070

Written notices to the Contractor shall be sent to:

Glen Rainwater
Assistant General Counsel
TransCore, LP
150 4th Ave. North, Suite 1200
Nashville, TN 37219
615-988-9975
glen.rainwater@transcore.com

Seth Thomas
Vice President
TransCore, LP
4903 West Same Houston Parkway North
Houston, TX 77041
713-939-5400
seth.thomas@transcore.com

9. INDEMNIFICATION

9.1 Contractor shall defend, indemnify, and hold Owner harmless from and against any third-party liability, loss, costs, expenses, or damages to the extent caused by acts or omissions, negligence (Contractor's liability limited to its proportionate share of the negligence, to the extent permitted by law), gross negligence or intentional conduct of Contractor or Contractor's agents, employees, representatives and subcontractors. Owner shall give Contractor notice in writing, with reasonable promptness, of any Claim received by it for which indemnification is sought hereunder, and Contractor shall assume the primary defense thereof, including appeals. Owner shall, upon Contractor's request and at Contractor's expense, furnish information and assistance available to it and provide reasonable cooperation as requested to facilitate the defense and/or settlement of any such Claim. Notwithstanding the foregoing, Owner may elect, at its own expense, to defend or participate in the defense of any Claim in which it is a named defendant, provided that if Contractor has not abandoned or otherwise abrogated defense of any such Claim and Owner settles such claim without Contractor's prior written consent, not to be unreasonably withheld, Contractor shall have no obligation to indemnify and hold harmless Owner against any cost, loss or expense of any kind or nature arising out of such Claim. If Contractor abandons or abrogates defense of any Claim, Owner may elect to defend such Claim and, in any event, Contractor shall be liable to Owner for all reasonable costs, expenses, and liabilities incurred by Owner in connection with defending such Claim, subject to any limitation of liability provision under this Agreement. Contractor shall not be liable to Owner and shall not be required to indemnify Owner for any liability, loss, costs expenses or damages arising from the negligent acts or omissions of Owner or any other agent, employee, representative or subcontractor of Owner.

9.2 Any Claim brought by either Party against the other Party relating to this Agreement (other than in warranty) must be made in writing and presented to the other Party within one (1) year after the date Contractor completes the Services specified in this Agreement. Neither Party shall be responsible to defend the other Party pursuant to Section 9, or any other Section of the Agreement, in an amount greater than two times the value of this Agreement.

10. DISPUTE RESOLUTION

10.1 Payment of Undisputed Amounts. Subject to the express provisions of this Agreement, where there is any dispute as to the amount of money owing by any party to any other Party hereunder, the portion of the amount owing that is not in dispute or otherwise contested or challenged, if any, shall be paid within the time required herein or if the required time has elapsed,

shall be paid immediately, without deduction or abatement, but without prejudice to the rights of the Parties to contest, challenge or otherwise dispute the appropriate disposition of the remaining portion of the money claimed hereunder. In any informal attempt between the Parties directly to resolve a dispute, and in any proceeding before arbitration procedures, the Parties shall diligently cooperate with one another and the person or body appointed to resolve the matter and shall perform such acts as may be necessary to obtain a prompt and expeditious resolution of the dispute.

10.2 Dispute Procedure. Except as expressly provided in this Agreement, any dispute, claim or controversy arising out of or in connection with this Agreement, including any dispute regarding the existence, validity or termination of this Agreement (the "Dispute"), shall be resolved in accordance with the following procedures:

- (1) Direct Negotiations. The Parties shall consult in good faith in an attempt to reach an amicable settlement in relation to the dispute. The Party alleging the existence of a dispute shall give to the other Party written notice, setting out the particulars of the Dispute (the "Notice of Dispute").
- (2) Mediation. If the dispute is not settled amicably between the Parties within thirty (30) calendar days from the Notice of Dispute (or such longer period of time as the Parties may mutually agree in writing), the Parties agree to mediate such dispute with a mediator agreed upon by the Parties. If the dispute is not settled by mediation, the dispute shall be finally settled by any remedies available at law or equity.

10.3 Provisional Remedies. Neither party shall be precluded from initiating a proceeding in a court of competent jurisdiction for the purpose of obtaining any emergency, equitable or provisional remedy to protect its rights which may be necessary, and which is not otherwise available under this Agreement, including temporary and preliminary injunctive relief and restraining orders.

10.4 Continuing Performance. At all times during the term of this Agreement, notwithstanding the existence of any Dispute, Contractor and Owner shall continue to perform their respective obligations in accordance with the provisions of this Agreement without prejudice to the right to contest, dispute and challenge the relevant matter in a diligent manner and without delay in accordance with the provisions of this Agreement.

10.5 Claims following Termination. Notwithstanding anything contained in this Agreement, the dispute resolution procedure set forth in this Section 10 shall no longer apply to disputes between the Parties after the termination of this Agreement which have not been resolved on a final and binding basis pursuant to Section 10.2(2) prior to such expiration or other termination and save as aforesaid, the Parties shall be entitled after the termination of this Agreement to commence legal proceedings seeking any recourse available to it or them at law or in equity.

11. SOFTWARE MAINTENANCE, SOFTWARE OWNERSHIP AND LICENSING

11.1 Software Maintenance. Contractor shall provide software support and maintain all software as outlined in Exhibit A – Scope of Services and Exhibit C – Software License Agreement.

Contractor shall provide all Software upgrades which may be required to meet the specification in Exhibit A. Any upgrades or changes to Software requested by Owner which are not required to meet the specifications required in this Agreement or Exhibit A shall be subject to a Change Order pursuant to Section 5.

- 11.2** Software Ownership and Licensing. Contractor retains ownership of all pre-existing software provided under this Agreement. All Contractor-owned and developed software will be provided in accordance with Contractor's Standard License Agreement attached as Exhibit C.

12. CONFIDENTIALITY

12.1 Both Parties will keep all information regarding its activities pursuant to this Agreement confidential and will communicate such information only with authorized personnel of each Party. Additionally, Owner agrees that documentation pertaining to the Toll System that is required to be provided under this Agreement, and all exhibits hereto, including the Software License Agreement, the third-party Escrow Agreement, and any modifications or amendments subsequently issued under this Agreement ("System Documentation"), includes proprietary trade secret information as defined by Texas law. Upon receipt of any request for System Documentation pursuant to the Texas Public Information Act, or any other similar request, Owner and its employees and agents will immediately notify Contractor of such requests and shall cooperate with Contractor in seeking to protect all trade secret information and shall hold confidential and not disclose System Documentation without the written consent of Contractor any information requested. If Owner is required by legal process to disclose information which contains trade secret information, Owner shall give Contractor reasonable notice so that it may contest the request and/or seek additional relief, including equitable relief, injunctive relief, and all other remedies at law or in equity.

13. MISCELLANEOUS

- 13.1** Independent Contractor. Contractor is an independent contractor and under no circumstances shall its agents or employees be or become employees of the Owner in the performance of this Agreement. The parties agree not to hire any of the other's employees during the effective term of this Agreement. The obligations imposed on the Parties under this section shall survive for six (6) months following the term of this Agreement.

- 13.2** Owner shall be responsible for and perform all maintenance of traffic and lane closures required for Contractor to perform the Services.

- 13.3** Jurisdiction. This Agreement shall be constructed, interpreted and the right of the Parties determined in accordance with the laws of the State of Texas.

- 13.4** Holidays. Holidays shall mean the holidays observed by the Owner, a copy of which shall be provided to Contractor no later than January 1 of each calendar year of this Agreement.

- 13.5** Severability. In the event that any provision of this Agreement is deemed invalid, illegal, or unenforceable, such provision shall be considered severable, and the balance of this Agreement shall remain in force and effect, to the fullest extent permitted by law, and shall be binding upon the parties as if such provision had never been included.

13.6 Counterparts. This Agreement may be executed in any number of multiple counterparts, each of which is to be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of date first above by their respective representatives, each duly authorized.

“OWNER”

CITY OF LAREDO

By: _____

Name: _____

Title: _____

“CONTRACTOR”

TRANSCOR, LP

By: _____

Name: _____

Title: _____

EXHIBIT "A" - SCOPE OF SERVICES

1 Maintenance Organization

The Contractor's chain of command for the maintenance personnel is as follows:

Project Manager - The Project Manager is assigned to the project and ensures that the preventive, corrective, routine, and emergency maintenance is performed in strict accordance with the approved maintenance plan. The Project Manager is remote but makes routine visits to each location.

On-Site Technicians - The On-site Technicians serve as the day-to-day interface with the Project Manager, as well as being the leading technical experts assigned to the customer.

Contractor's employees have the authority to do whatever is necessary to keep the Toll Collection System (TCS) running properly, including but not limited to the following:

- i. Contractor will provide two full-time On-Site Technicians in Laredo to support the TCS.
- ii. Contractor will provide support services as needed on all Contractor provided software.
- iii. Contractor will provide all on-site support services during normal business hours of operation defined as 8:00am to 5:00pm Monday through Friday excluding City of Laredo holidays.

A. Project Manager

The primary responsibility of the Project Manager is to supervise the in-lane mechanical force, including scheduling, material procurement, coordinating repairs and tools and other resources required by the On-Site Technician and software support team. The Project Manager is located in Houston, Texas and will visit the Customer and locations a minimum of 4 (four) times per year.

The Project Manager coordinates, manages, and schedules the maintenance activities. Additional duties include the following:

- i. Assign and train personnel
- ii. Supervise the equipment maintenance performed by Contractor technicians and personnel
- iii. Interface with Contractor management

The ability to evaluate and advise on matters pertaining to the TCS is required to effectively meet the obligations of the Customer.

Contractor will specify any/all subcontractors Contractor plans to use for the proposed services, along with a description of the subcontracted activities to be provided. The Customer has the right to review and approve any subcontractors and to request the removal and replacement of any subcontractor who does not perform to the satisfaction of the Customer. Subcontract personnel will be used on an as-needed basis for any civil or electrical type work on a time and material basis. The Customer reserves the right to select such subcontractor or enter into a direct contract with such firm.

B. Onsite Technicians

The Onsite Technicians serves as the day-to-day interface with the City of Laredo Bridge and IT department Directors and staff. The responsibilities of these individuals range from scheduling work to evaluating and replacing equipment, performing preventive, corrective, and emergency maintenance. Onsite Technicians will provide a weekly detailed status report of new and existing tickets to City of Laredo Bridge and IT Management staff. Report will contain the date ticket was opened with comments and a detailed resolution on closed tickets.

EXHIBIT "A" - SCOPE OF SERVICES

In addition to the field organization, Contractor has established technology centers in Houston and Dallas, TX, which may be called upon as required or needed.

EXHIBIT "A" - SCOPE OF SERVICES

2 Maintenance Approach

A. Contractor Responsibilities

The Contractor will provide the necessary transportation for the Contractor maintenance personnel. Technicians will arrive onsite fully equipped to service the hardware components. The Contractor, as part of its managed-maintenance program, will adhere to a preventive maintenance schedule, taking into consideration predictive maintenance. The history gathered from data collection and analysis will be the basis for predictive maintenance actions. Contractor field maintenance personnel, who are carefully trained in Contractor methods, procedures, and client-oriented approach, will maintain all TCS equipment.

Contractor will make its best effort to use only current and supported equipment.

B. Customer Responsibilities

The Directors for the City of Laredo Bridge Department and IT Department will be the primary point of contact for the Customers TCS hardware and software maintenance. The Contractor's Project Manager will be secondary contact and will provide general oversight and coordination of maintenance activities. The Customer's on-site maintenance staff will be the first responder to all preventative, predictive, emergency, and corrective maintenance activities and troubleshoot before contacting the Contractor's on-site Technician.

The Customer will be responsible for tracking the utilization of spare parts and inventory in MOMS. Customer will maintain an on-board categorized and listed inventory of spare parts as well as weekly reports of spare parts used and the location of such parts on the MOMS database. Customer will locate their repair center(s) in Customer owned facilities for equipment storage, repairs, and return merchandise authorizations.

Hardware and software obtained by the Customer from a third-party vendor that is installed and used for operating, maintaining, securing, for any purpose that is directly or indirectly related to the Toll Collection System, will be the responsibility of both the Customer and the Contractor. Customer and Contractor will work together with any third-party vendor to maintain the third-party software.

Customer will ensure that the Contractor is the primary recipient of all updates, patches, firmware, and maintenance requests for Customer owned third-party software and hardware. Contractor shall not be responsible for any damages caused by third-party software or hardware updates for which Contractor did not receive notice.

C. Hardware Maintenance

The hardware maintenance service provides on-site coverage with two (2) full time technicians during normal business hours as defined in section 1 Maintenance. After hours on-call coverage will be maintained on a bi-weekly rotation by a single person. If the hardware that requires maintenance was obtained through a third-party vendor, the maintenance times will be adjusted taking in consideration the response times under the current contract between the Customer and the third-party vendor.

Contractor will use the Customer's bucket and crash attenuator trucks when required to maintain the in lane TCS in accordance with Customer policies and procedures regarding use of such items. We feel this is the most cost-effective and practical way to accomplish this functionality. Contractor does not require this type of equipment in the typical maintenance of the TCS and will strive to schedule its use in advance as much

EXHIBIT "A" - SCOPE OF SERVICES

as possible. Contractor will monitor and evaluate this practice and make a recommendation to the Customer if this policy needs to be reexamined.

D. Software Maintenance

Contractor provides maintenance support for any Contractor provided software and will utilize remote software maintenance for the Customer's TCS. Customer's TCS was carefully designed and configured so Contractor personnel can maintain software components remotely. The system architecture also supports the following:

- i. Remote system management
- ii. Remote network management
- iii. Remote problem diagnosis
- iv. Remote database administration
- v. Remote system administration

The goal of the system architects was to construct a system that minimized management and administration by the local staff.

Contractor distinguishes between two types of software maintenance activity:

- Corrective Maintenance - the diagnosis and correction of software errors. Corrective maintenance will be provided as part of our maintenance services.
- Adaptive Maintenance - the minor modification of existing software to meet changes in user needs or system configuration. Adaptive maintenance will be quoted as required.

All remote support activities performed by Contractor personnel will conform to the Customer policies and procedures intended to assure the security of the Customer's system and information assets. City of Laredo will be conducting an annual Network Security and PCI audit to be conducted by a third-party vendor. Contractor will make reasonable efforts to implement any recommendations resulting from the annual audits, as a change event pursuant to section 5.

Typical software maintenance and system administration duties include the following:

- i. System resource monitoring
- ii. System and data disk monitoring
- iii. System task monitoring
- iv. Time service checking
- v. System backup management
- vi. Network monitoring
- vii. Automated daily processes management
- viii. Periodic disk defragmentation
- ix. Periodic data/system growth evaluation

Contractor, upon Customer's request, will provide maintenance reports to allow Customer to prepare for future growth and future budget presentations.

EXHIBIT "A" - SCOPE OF SERVICES

Customer selected and owned hardware, firmware, software, and software maintenance that is provided by and warranted by a third-party vendor and not by Contractor will be maintained by Contractor and Customer at the direction of the Customer. Customer will setup Contractor as direct and authorized user to open tickets and obtain support from third party hardware and software.

Any change in functionality outside the original contracted scope of work will be quoted outside this Contract as a change order.

All changes, modifications and updates required for software maintenance will be submitted by Contractor to the Customer's designated representative in advance for approval. The submittal will include the existing condition, the change proposed, a schedule and the results of the change. Contractor will submit release notes prior to any software changes for documentation of changes.

All notations, format changes and changes in procedures resulting from any action(s) above will be submitted by Contractor in the form of release notes prior to any software changes for documentation of changes.

Unless it will adversely affect operations and traffic processing, all software maintenance will occur during normal business hours, Laredo local time, in order to allow the Customer to monitor the activities.

Any hardware or software upgrades and/or changes necessary due to end-of-life cycles will be upgraded/replaced at an additional charge to the Customer.

E. Database and Network Administration

Typical database and network administration duties include the following:

- i. Confirm database availability
- ii. Monitor alert logs
- iii. Verify free table space
- iv. Analyze database growth rate
- v. Administer global data changes
- vi. Review database file activity
- vii. Perform tuning and maintenance
- viii. Check data table fragmentation
- ix. Perform system resource contention adjustments
- x. Periodic defragmentation of data table
- xi. Periodic review of database growth projections

Contractor will coordinate network activities with the City of Laredo IT Department Director or the City of Laredo Bridge Department Director.

All changes, modifications and updates required for database maintenance that imply a structural or major change to the system architecture that could potentially impact production operations will be submitted by Contractor to the Customer's representative in advance for approval. Regular maintenance tasks that don't modify structure intended to maintain system performance will be performed under the preventative maintenance window and logged by the Database Administration (DBA) team. The approval request will include the existing condition, the change proposed, a schedule and the results of the change. Contractor will submit release notes prior to any database changes for documentation of changes.

All notations, format changes and changes in procedures resulting from any action above will be submitted by Contractor in the form of release notes to the Customer. Contractor will submit release notes prior to any database changes for documentation of changes.

EXHIBIT "A" - SCOPE OF SERVICES

Unless it will adversely affect operations and traffic processing, all database maintenance will occur during normal business hours, Laredo local time, in order to allow the Customer to monitor the activities.

F. Treadle, Gate and Overhead Signage Maintenance

The Customer will continue maintaining the items currently in its areas of responsibility including, but not limited to, treadles and gates and Overhead Signage.

G. Weigh In Motion (WIM) Maintenance

Weigh-In-Motion (WIM) scales and WIM Logic boxes on all fourteen (14) lanes should be tested and calibrated quarterly using a certified, statically weighed truck. This is the responsibility of the Customer's technicians.

H. Spare Parts

Contractor recommends maintaining an inventory of spare equipment and parts onsite in a state that will allow them to be put into service immediately if required. All spare parts are to be identical or equivalent to the parts installed as part of the original installation.

I. Safety

Contractor personnel will follow all safety rules and regulations observed by the Customers staff at all times. In addition, Contractor personnel will wear dayglow safety vests while working in toll collection lanes.

Contractor will be responsible for providing all Customer-required personal safety equipment to its personnel.

J. Identification

All Contractor personnel working in and around Customer facilities will follow Customer security policies and procedures (such as wearing a picture identification tag at all times).

K. Hardware Response Time

Contractor will respond to all calls within 48 hours. However, the Contractors on-site technicians will strive to be on-site within 24 hours. If an emergency situation occurs, Contractor's on-site technicians will attempt to respond immediately.

EXHIBIT "A" - SCOPE OF SERVICES

3 Pricing

This offer is valid for ninety (90) days after which time it expires without obligation. This scope of work does not include the provision of or price thereto of any bonding. If the Customer requires any bond, we will work toward resolve at the time of contract negotiations. This offer does not include tax. If at any subsequent point, it is determined that sales, use or excise taxes are due on any services or goods provided under this Contract, said costs shall be directly flowed through to, and reimbursed by, the Customer. Shipment of all spare hardware will be calculated as part of the component costs.

Payment terms are net thirty (30) days. Invoicing will commence on the last day of the month in which services have been rendered.

Pricing is: \$978,547

Hardware/Software Maintenance Twelve (12) Months'

Time and Material per Exhibit B "Time and Material Rates"

Equipment, Material, or Third-Party Contractors not listed in Exhibit B will be provided by the Contractor to the Customer at Cost +15%

Bonds: This contract does not provide for any bonding.

Hardware maintenance costs will not include parts replacements, spares, or consumables.

Software maintenance will continue to be provided to the Customer by Contractor as per the warranty provisions of the original contract documents.

Any labor and materials outside the scope of work of either the surviving portions of this Contract will be billed on a time and material basis after approval to complete has been given by the Customer at a cost of per hour for time & materials work. This would include accidents and force majeure.

A. Work Outside of this Contract

Contractor will provide repairs on a time-and-materials basis for any equipment damaged by accident, neglect or abuse at the price indicated in the pricing section. Additional labor charges for this effort will be applied if the corrective action is performed outside of normal business hours.

Contractor will keep accurate records of work performed because of an accident. With proper prior notice to and communication with the Customer, Contractor will do any invoicing for such work so the Customer and Contractor may recover costs associated with this work. However, in no event will Contractor be liable for collecting these accident costs from any third parties. Contractor will look solely to the Customer for the prompt payment of these time and materials charges.

Any request by Customer for a new or altered report that is not covered in this Scope will be considered a Change Event, documented, quoted, and charged as a Change Order.

Adaptive Maintenance - the minor modification of existing software to meet changes in user needs or system configuration. Adaptive maintenance will be quoted as required.

B. Spares and consumables:

The Customer, if desires, may order spare parts and consumables directly from their manufacturers.

EXHIBIT "A" - SCOPE OF SERVICES

The Customer may procure spare parts from Contractor at the rates listed in Exhibit B; otherwise at cost plus fifteen percent (15%) rate as described in Section 3.

EXHIBIT "B"**TIME AND MATERIAL RATES**

The following are the Labor and Material rates for this Maintenance Service Agreement to be used for any Change Event resulting in a Change Order.

Labor Rates:

Position	Hourly Labor Rates (Fully Loaded) by Calendar Year				
	2023	2024	2025	2026	2027
Project Director	\$257.00	\$265.00	\$273.00	\$282.00	\$291.00
Project Manager	\$247.00	\$255.00	\$263.00	\$271.00	\$280.00
Maintenance Technician	\$126.00	\$130.00	\$134.00	\$139.00	\$144.00
System Engineer	\$186.00	\$192.00	\$198.00	\$204.00	\$211.00
System Analyst	\$142.00	\$147.00	\$152.00	\$157.00	\$162.00
Database Analyst	\$213.00	\$220.00	\$227.00	\$234.00	\$242.00
Network Analyst	\$154.00	\$159.00	\$164.00	\$169.00	\$175.00
Network Architect	\$186.00	\$192.00	\$198.00	\$204.00	\$211.00
Installation Manager	\$193.00	\$199.00	\$205.00	\$212.00	\$219.00
Testing Manager	\$209.00	\$216.00	\$223.00	\$230.00	\$237.00
Software Development Engineer	\$205.00	\$212.00	\$219.00	\$226.00	\$233.00
Software Development Manager	\$257.00	\$265.00	\$273.00	\$282.00	\$291.00
Training Manager	\$96.00	\$99.00	\$102.00	\$106.00	\$110.00
Drafter/CAD-Operator	\$126.00	\$130.00	\$134.00	\$139.00	\$144.00
Licensed Engineer	\$211.00	\$218.00	\$225.00	\$232.00	\$239.00
Senior Technician	\$151.00	\$156.00	\$161.00	\$166.00	\$171.00
Technician	\$126.00	\$130.00	\$134.00	\$139.00	\$144.00
Maintenance Manager	\$186.00	\$192.00	\$198.00	\$204.00	\$211.00

*All labor rates are subject to an annual escalation of 3%, commencing 12 months after the Effective Date.

Infinity Hardware Rates:

Infinity and E6 Equipment	Unit	Price
Tipout Rack	ea.	\$3,125.00
Single Blade Enclosure	ea.	\$10,450.00
Universal Server Blades	ea.	\$9,000.00
ORT Blade	ea.	\$3,450.00
IVIS Blades (Single Detector)	ea.	\$4,700.00
IVIS Blades (Dual Detector)	ea.	\$6,450.00
OPUS Blade	ea.	\$3,500.00
DDC Blade and Relays	ea.	\$1,700.00
Network Blade	ea.	\$2,400.00
DVAS 360 (Camera with External Enclosure)	ea.	\$3,685.00
VCARS Camera with Dual Illuminator	ea.	\$38,500.00
VCARS II Camera	ea.	\$48,000.00
OPUS Unit	ea.	\$16,080.00
Encompass 6 Reader (with 3 hole enclosure)	ea.	\$10,000.00
Encompass 6 Reader GPS Module	ea.	\$625.00
Encompass 6 Reader Multiplexer	ea.	\$500.00
Encompass 6 Reader Mounting Hardware	ea.	\$82.25
AVI Universal Toll Antenna	ea.	\$900.00

THIS SOFTWARE LICENSE AGREEMENT (this "Agreement") is made as of the last date of signature below, by and between TransCore, LP (hereinafter "Licensor" or "TransCore"), a Delaware Limited Liability Company, with principal offices at 150 4th Ave. N, Suite 1200 Nashville, TN 37219 and the _____ (hereinafter "Licensee"), with principal offices at _____.

Now Therefore, in consideration of the parties entering into Agreement No. TBD upon Contract Award, the mutual covenants and promises made therein and herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions

- a. "Computer Software" shall mean both source and object code and all data sets and auxiliary files used by such code, along with any media on which they reside, and documentation related thereto, together with the proprietary information and trade secrets contained therein.
- b. "Licensee Facilities" shall mean space, environment, and other facilities, which are to be provided by Licensee or its Licensee Partners in connection with the installation, operation, or maintenance of the System.
- c. "Licensee Partners" shall mean any governmental entity or private third-party entity that has entered into a formal agreement with Licensee to operate, monitor or control the Computer Software and who agrees in writing to abide by the terms and conditions of this Software License Agreement.
- d. "Software" shall mean the Computer Software developed and owned by TransCore. This consists of the following modules:
 - i. RTCS (Infinity)
 - ii. BOS (Integrity)
 - iii. Kiosk Module
 - iv. Toll Management Console
 - v. Web site (laredotradetag.com)
 - vi. External (website) Mobile
 - vii. IVR Module
 - viii. Permit Fee
- e. "Specific Equipment" shall mean that which is either provided by TransCore or approved by TransCore for use as a platform for the software and is located at the Licensee's Facilities.

2. License

- a. Licensor grants to the Licensee, its successors and assigns, a perpetual, non-exclusive, royalty-free, fully paid, license to the Software for Licensee's own operations on the Specific Equipment; provided, however, that Licensee shall have the right to re-locate the Licensed Software to a backup CPU, in the event that the licensed CPU fails or is withdrawn from service. Licensor authorizes the Licensee to copy the Licensed Software solely for its own internal use. The Licensee shall not re-sell, supply or give the Software (source or executable code) to other parties. Licensee shall not reverse compile, reverse engineer, modify, disassemble, translate, copy or in any way duplicate the Licensed Software, in whole or in part. Licensor hereby authorizes Licensee to copy the Software solely for the Licensee's own internal use for restart purposes or to replace damaged copy, provided the Software is used only on the Specific Equipment.
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4. Non-Disclosure

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- b. Licensee warrants that all persons who it has authorized to use the Software will observe and perform the covenants set forth in this Article 4. Licensee agrees to maintain the Software in secure premises to prevent any unauthorized person from gaining access thereto and to give TransCore written notice of any unauthorized disclosures or use of the Software as soon as Licensee becomes aware of it.
- c. Licensee shall notify and inform its employees, Licensee Partners (if any) having access to the Software of Licensee's limitations, duties and obligations regarding non-disclosure and copying of the Software.

The Software shall be accessed only by employees of the Licensee and any Licensee Partners who are necessary to Licensee's exercise of its rights hereunder and then only at the location of the Specific Equipment. Licensee shall take reasonable security measures to protect the Licensed Software from being accessed by unauthorized parties.

d. Licensee acknowledges that unauthorized disclosure of the Software will diminish substantially the value of the Software. If Licensee violates the provisions of this Agreement, TransCore shall be entitled to obtain equitable relief and/or monetary damages to protect its interest herein.

e. Notwithstanding any termination provisions of the governing Agreement, the obligations set forth in this Article 4 shall survive the termination of the Agreement.

5. Termination

- a. This Agreement and the License to use the Software shall terminate when Licensee discontinues the use of the Software on the Specific Equipment or discontinues the use of the Specific Equipment, whichever first occurs. This Agreement may also be terminated by TransCore if the Licensee fails to comply with any term or condition of this Agreement and fails to correct such noncompliance within 15

days after receipt of TransCore's written notification thereof or such longer period as TransCore may allow in writing.

b. Within 30 days after any termination of this Agreement, the Licensee shall return to TransCore or destroy all copies of the Software supplied or made under this Agreement together with a signed letter certifying that the Licensee has discontinued all further use of the Software and that all copies have been returned to TransCore or that they have been destroyed.

6. Warranty

a. TransCore warrants for a period of one (1) year that the Software will operate according to specifications published by TransCore. If it is determined that the Software does not operate according to such specifications, TransCore's only responsibility will be to apply reasonable efforts to cure the non-conformance. TransCore does not warrant or guarantee that all software errors will be corrected. After the expiration of the one (1) year period, and if requested by Licensee, TransCore may, if it desires, provide maintenance services for the Software at TransCore's established prices.

b. Any changes, modifications or maintenance or repairs not authorized by TransCore to the software or operating environment to which it has been installed, including additional and/or unauthorized programs to systems hardware and/or workstations that result in system problems, shall automatically void any warranties herein.

c. THE WARRANTIES OF TRANSCORE CONTAINED HEREIN ARE APPLICABLE ONLY IF THE SOFTWARE IS USED ON THE SPECIFIC EQUIPMENT. TRANSCORE MAKES NO WARRANTY, EXPRESS, IMPLIED OR OTHERWISE, IF THE SOFTWARE IS USED ON ANY OTHER EQUIPMENT.

d. EXCEPT FOR THE EXPRESS WARRANTY STATED ABOVE, TRANSCORE DISCLAIMS ALL WARRANTIES ON THE SOFTWARE FURNISHED HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR SUITABILITY. THERE SHALL BE NO LIABILITY ON THE PART OF TRANSCORE FOR DAMAGES INCLUDING BUT NOT LIMITED TO SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE EVEN IF TRANSCORE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND LICENSEE AGREES TO INDEMNIFY AND HOLD TRANSCORE HARMLESS FROM ANY THIRD-PARTY CLAIMS.

7. Miscellaneous

a. This Agreement shall be binding upon the successors and assigns of both parties; provided, however, that no assignment shall be made by either party without the prior consent of the other. Any attempt by either party to assign this Agreement or any of the rights or duties hereunder contrary to the foregoing provision shall be void.

b. Any notice permitted or required under this Agreement shall be deemed given when mailed by certified mail, postage prepaid, or when dispatched by facsimile (and followed by a written confirmation mailed by certified mail, postage prepaid, within 72 hours after such dispatch) or Email. Mail/Email shall be addressed as follows:

TransCore: ATTN: Todd Almond, Todd.Almond@Transcore.com.

Licensee _____

c. No modification or amendment to this Agreement will be valid or binding unless reduced to writing and duly executed by the party or parties to be bound thereby.

d. If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, then the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable will be unaffected.

e. This Agreement will be interpreted and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law principles.

f. This Agreement may be signed in two counterparts, each of which shall be deemed an original and which together shall constitute one instrument.

g. This Software License Agreement constitutes the completed and exclusive statement of the Agreement between the parties, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. No modification of this Agreement shall be effective unless in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be as of the date of the last signature below, by their respective representatives, each thereunto duly authorized.

TransCore, LP ("Licensor")

Licensee: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: / /2024

Date: / /2024