

# **Appendix**

## **Contracts**

WEST CHESTER AREA SCHOOL DISTRICT

TRANSPORTATION SERVICE AGREEMENT

THIS AGREEMENT made as of the day and year subscribed hereto, by and between GEORGE KRAPF, JR. & SONS, INC. ("Krapf"), and the WEST CHESTER AREA SCHOOL DISTRICT ("School District").

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Transportation Services:

(a) Krapf agrees to provide transportation services to the School District for the purpose of the transportation of school students to and from the School District's schools, sporting events and various extracurricular activities in accordance with the terms and conditions of this Agreement, and in connection therewith agrees to make the vehicles described in Exhibit "A" attached hereto (and any additional exhibits which may hereafter be executed by the parties and made a part of this Agreement), available to the School District for the performance by Krapf of such transportation services. Krapf shall maintain spare buses in the quantity of 10% of those required for daily use and one of each size and classification of vehicle, including lift vehicles, to provide uninterruptable service in case of malfunction to comply with the requirements of this paragraph. In addition, the ages of vehicles shall not exceed the following: 30% - 1 to 3 years old; 35% 4 to 6 years old; 35% 7 to 10 years old.

(b) The services provided by Krapf to the School District shall be provided into two classifications, Class A (relating to services rendered in regard to the basic transportation of public, non-public, and special education school students and not covered by any other Class), and Class B (relating to the services rendered in regard to the transportation of students in connection with extracurricular activities, sporting and other special events)].

(c) Subject to the provisions in paragraph 2 "Compensation", which permits the School District to provide fuel, Krapf shall be responsible for the payment of all operating expenses of each vehicle to keep each vehicle in good working order, including but not limited to petroleum supplies (including fuel), and the cost of maintenance of each vehicle in good working condition, properly serviced and greased, and shall make all necessary repairs and replacements. Krapf shall pay for all oil, anti-freeze, washing, garage, highway road service, towing charges, tolls required or incurred in connection with the operation of the vehicles and permits for bridges with weight limits. Krapf shall pay for any loss to vehicle not covered by insurance.

(d) Krapf shall arrange as a part of the services provided hereunder, the titling registration and licensing of the vehicles in Krapf's name. Krapf shall arrange and pay for all inspections thereof required by any governmental authority. Krapf shall permit the School District's designees to inspect the vehicles. Krapf shall pay all taxes attributable to the ownership or use of

the vehicles, including any applicable sales tax.

(e) Krapf shall provide and maintain such services and vehicles as shall be sufficient for transporting all students designated by the School District to and from school for each and every day that school is convened and in accordance with bus routes and schedules submitted by Krapf and the School District and approved by the School District. Krapf shall provide a supervisor/dispatcher to the School District to provide advice and consultation relating to bus routes, times, stops, and weather conditions affecting the possible delay and/or cancellation of school. This service shall be provided on an ongoing basis as required by the School District and shall be provided promptly and in writing when necessary. It shall be understood that the School District has the right to modify routes, stops, and times at its sole discretion at any time during the school year and shall control the establishment of same and any such revisions shall be deemed an ordinary part of the agreement. Krapf shall provide a full-time supervisor, capable of coordinating fleet; communicating with the School District, via e-mail and other means; providing information as required; and having a working knowledge of service area. The School District shall have final approval of this supervisor. Krapf shall have direct e-mail capability between the supervisor and the School District.

(f) In addition, and after consultation and arrangements having been made with Krapf, Krapf shall, during the period of this Agreement, be in a position to provide transportation for all students or other authorized personnel as may be required by the School District on field trips, excursions, athletic activities or any other purpose designed by the School District.

(g) Krapf shall maintain at least one maintenance facility to be located in the District or in close proximity, as approved by the District, in order to provide uninterrupted service.

(h) Krapf shall maintain two-way radio equipment in each vehicle. This equipment shall be in good working order and on a separate frequency for the School District with base stations maintained by both the School District and Krapf. If Krapf is unable to meet this specification, they must provide an explanation in writing as to why they cannot. As an option, phone systems will be considered by the School District as long as the phone systems are in good working order as witnessed by the District.

(i) School District, in cooperation with the Krapf, shall schedule all routes, which must be approved by the School District, in keeping with safety of school children so as to deliver students within reasonable time prior to the opening of the various schools, and so as to return them to their respective bus stops within a reasonable time after the close of the school day as designated by Board Policy and/or the Department of Education. Krapf shall cooperate with the School District in maintaining a good public relations program with the community and news media so that any pertinent items affecting the transportation program or the patrons of the School District can be brought to the attention of the public. Krapf understands that the School District will not be able to assign the exact number of routes and/or students until 15 days before the start of the school year.

Krapf shall have the ability to use and/or interface with the existing computerized routing software in the School District.

(j) Krapf shall permit the school buses to be operated only by trained and competent drivers who hold valid school bus licenses issued by the Commonwealth of Pennsylvania, and who otherwise have complied with the statutes and regulations of the Commonwealth of Pennsylvania. Krapf agrees to carefully monitor drivers' compliance with all licensing regulations including those pertaining to criminal history verification (Act 34 and 151 compliance), completion of required classroom safety instruction, and compliance with yearly physical examinations of all drivers. The drivers will report all cases of student misbehavior on buses and will handle all disciplinary matters in strict accordance with the School District's policy and guidelines. The School District shall have the right to object for good cause to any particular driver, in which event said driver shall be removed from routes serving the School District, subject to any limitations which may be required by state and federal fair labor practices, or by state or federal statute and case law. Krapf, its drivers, and supervisor shall attend orientation meetings held by the School District. Krapf shall also provide continuous professional development training for his staff. Krapf must supply the School District with a list of drivers' names and license numbers, an equipment list, and address(es) of maintenance facility(ies) within 30 days of the start of each school year.

(k) During the entire term of this Agreement, Krapf shall comply in every respect with the laws, rules and regulations of the Commonwealth of Pennsylvania and the Federal Government affecting or regulating the transportation of school children, including but not limited to, the Motor Vehicle Code and the rules promulgated by the State Department of Education and the Pennsylvania Department of Transportation; and Krapf shall pay all fees necessary and required to comply with all such State and Federal rules and regulations. Krapf shall indemnify and hold harmless School District, its personnel and District school directors from any fines or penalties (including reasonable attorney's fees and costs incurred by the School District, its personnel or district school directors in defending any such charges, whether or not meritorious) which may be incurred as a result of Krapf's failure to comply with this Agreement. Prior to incurring any costs hereunder, the School District agrees to give written notice to Krapf, and both Krapf and the School District shall have the right to be represented by counsel of their choosing in connection with the assessment of any fines or charges.

(l) Krapf shall administer a satisfactory safety program. Said program shall include, but not be limited to, regularly scheduled safety meetings for Krapf's personnel. A driver supervisor shall ride with a driver when Krapf, in the exercise of its discretion, believes the practice to be warranted or when requested by the School District, in writing, for the purpose of observing said driver's driving practices with respect to safety, mechanical, operation and conformance with applicable laws, safety, mechanical, operation and conformance with applicable laws, miles and regulations including adherence to published time schedules.

Krapf also agrees to cooperate with the School District in the development of student bus riding safety practices, such as yearly emergency bus evacuation drills.

(m) Krapf shall promptly provide all information as requested by the School District that may be required to prepare reports, maintain the School District records, and verify invoices. The information requested may include, but is not limited to, the following: insurance certificates, vehicle information (serial number, make, year, name of body manufacturer, seating capacity), mileage, stop times, driver information (license, physical exam, drug test), and other information as may be required by the School District. Krapf shall fully cooperate with the School District in providing necessary information to compile and submit reports and other documents required by State and Federal government or its agencies in a timely manner.

(n) Krapf shall comply with all requirements for drug testing as developed by the Federal Highway Administration (FHWA 49 C.F.R.) and apply these to ALL individuals who have a Commercial Driver's License (CDL); as well as all driver's who transport school students, even those not required to have a CDL. These requirements specify a pre-employment drug test and then random testing by means of a pooling program. They also specify that an individual can not be selected for testing more than 6 times per year.

(o) The School District shall have the right to inspect any aspect of Krapf's operation relating to services for the School District to determine compliance with the School District's requirements. The School District shall have the right to request any information to provide evidence that Krapf is able to perform transportation services as required.

2. Compensation: The School District shall pay to Krapf for the services provided hereunder, during the term of this Agreement as set forth in Exhibit "B" attached hereto and made a part hereof.

3. Insurance: Prior to the effective date of this Agreement and annually thereafter, Krapf will file with the School District a Certificate of Insurance that indicates that Krapf has purchased Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, Excess Automobile Liability Insurance, and Worker's Compensation and Employer's Liability Insurance in the following amounts:

(a) Comprehensive General Liability Insurance:

- (i) \$1,000,000 for each occurrence and in the aggregate - bodily injury.
- (ii) \$1,000,000 for each occurrence and in the aggregate - property damage.

(b) Automobile General Liability Insurance:

- (i) \$1,000,000 - Combined single limit for bodily injury and property damage.

(c) Worker's Compensation and Employer's Liability:

- (i) \$100,000 for each accident.
- (ii) \$500,000 for disease.
- (iii) \$100,000 for disease for each employee.

(d) Umbrella Excess Liability:

(i) \$5,000,000 per occurrence and in the aggregate. Coverage should schedule additional limits over and above the General Liability, Automobile Liability, and Employer's Liability.

The aforesaid insurance policy purchased by Krapf shall name the School District as an insured party under all insurance coverage, and shall include Contractual Liability Coverage under the Comprehensive General Liability Insurance, and Automobile General Liability Insurance.

The aforesaid insurance policies purchased by Krapf and the Certificates of Insurance issued pursuant thereto shall contain a provision that the coverages provided under the policies, as well as the policies, will not be canceled or materially changed unless the companies provide the School District with thirty (30) days' written notice of the intent to cancel a policy, or cancel or materially change the coverages provided under the policy. The School District shall also be named as an additional insured on Krapf's insurance policies.

Each party will provide immediate notice to the other party of (i) any accident; and (ii) any other condition or occurrence which arises out of the provision of services under this Agreement that may effect the insurance policies purchased by Krapf.

4. Prohibited Uses: In no event shall any vehicle be used, operated or driven (a) in any competitive event; (b) to push or tow any vehicle or trailer; (c) outside the continental United States or Canada; (d) by any person other than employees of the School District, or a qualified licensed driver eighteen (18) years or older to whom the School District has given its prior consent; (e) by any person in violation of the motor vehicle code of the state in which such vehicle is then located; or (f) by any person while under the influence of alcohol or drugs or for the transfer of alcohol or drugs. These restrictions are cumulative and each of them shall apply to every use, operation or driving of the vehicle.

5. No Agency: It is understood and agreed to by both parties hereto that Krapf, while engaged in and carrying out and complying with any of the terms and conditions of this contract, is an INDEPENDENT CONTRACTOR and is not an officer, agent or employee of the aforesaid School District.

6. Title: This Agreement is intended to form the basis of the provisions of transportation services by Krapf to the School District, shall not be deemed to have affected a sale or created a security interest in any personal property, and all personal property used by Krapf in the performance of the terms and conditions of this Agreement shall remain its sole and exclusive property; nothing contained herein shall enable the School District to acquire any right, title or other interest in or to the vehicle other than as the School District.

7. Term: This contract and associated prices shall be in effect on and as of August 1, 2000 and shall continue for an initial period of five (5) years, terminating on and as of July 31, 2005. This contract may be renewed once by the School District only - the extension shall be for five (5) additional years. Should this contract be renewed for the additional five (5) years, Krapf has agreed to hold prices for year six at year five's price levels and continue with the same annual price increase methodology as years one through five. This contract may be terminated, by the School District upon ninety (90) days written notice and may be terminated for only just cause.

8. Miscellaneous:

(a) Krapf shall submit an invoice by the first week of each month of the school year. The School District shall pay the invoice by the end of each month.

(b) Krapf shall also provide driver monthly mileage statements as requested by the District.

(c) To the extent there is an inconsistency between the terms of this Agreement and the General Instructions and Conditions and/or Specification for Transportation Services pursuant to which this Agreement was awarded to Krapf, the provisions of the Agreement shall prevail.

(d) This Agreement, or any part thereof, shall not be transferred, sublet, subcontracted or assigned to another contractor or otherwise encumbered unless specific permission to do so is requested in writing by Krapf and permission granted in writing by the School District. Although the School District has elected Krapf to provide transportation services for the entire School District, the School District reserves the right to use supplemental providers for transportation other than school buses when and if deemed necessary or determined to be more cost effective.

(e) This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors, heirs and assigns.

(f) This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

(g) This Agreement constitutes the entire agreement between the parties and may not be changed except by an instrument in writing signed by each party hereto.

(h) This Agreement is subject to Pennsylvania Department of Education approval, and if said approval is not received, this Agreement shall become null and void.

(i) If during the term of this Agreement there are any federal, state or local statutes, laws, ordinances or regulations newly enacted which would affect the operation of this Agreement or cause substantial additional costs to the contractor, a portion or all said costs shall be passed on to the District on a mutually-agreeable equitable basis. If said costs relate to any capital items, such as vehicles, then the remaining life of this Agreement and the life of the vehicles shall be considered in determining the equitable basis.

(j) This Agreement shall be governed by the provisions of Act No. 222, October 27, 1955, as amended by Act No. 19, February 18, 1961 and in accordance with the provisions of the Governor's Code of Fair Practice, effective June 8, 1963, and the Regulations of the Pennsylvania Human Relations Commission, as approved by the Attorney General, July 7, 1965, as well as the District's own non-discrimination policy, the contract documents will contain the following items:

Non-discrimination provision. The Contractor agrees that he will comply with the provisions of Pennsylvania Human Relations Act and all other federal, state or local anti-discrimination laws, ordinances and regulations in providing equal employment opportunities in connection with all work performed by him, pursuant to this Contract, the Contractor, therefore, agrees to the following statements:

(i) The Contractor will not discriminate nor permit discrimination by his agents, servants or employees or applicants for employment with regard to hiring, length of employment, promotion, terms, conditions, or privileges of employment at job sites covered by this contract, because of race, color, gender, religion, age, handicap or national origin, and will take such affirmative action as is hereinafter set forth to prevent.

(ii) The Contractor will, in all publications or advertisements for employees to work covered by this contract, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, gender, religion, age, handicap or national origin.

Failure to comply with the foregoing instructions may result in the cancellation of the contract.



IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, execute this Agreement on the 26<sup>th</sup> day of June, 2000.

ATTEST:

GEORGE KRAPF, JR. & SONS, INC.

Dale N. Krapf  
Secretary

By: Dallas S. Krapf  
President

ATTEST:

WEST CHESTER AREA SCHOOL  
DISTRICT

Pauline A. Baebble  
Board Secretary

By: Bonnie R. Yost  
Board President

**BUS FLEET INCLUDED IN CHESTER COUNTY SCHOOL DISTRICTS' JOINT PURCHASING BOARD'S REQUEST FOR PROPOSAL FOR TRANSPORTATION SERVICES, DATED MARCH 8, 2000:**

<u>VEHICLE CAPACITY</u>	<u>NUMBER OF VEHICLES AT JUNE 2000</u>
72 PASSENGER OR GREATER	124
36-71 PASSENGER	16
19-35 PASSENGER	41
VAN	
MINIVAN	
PASSENGER CAR	
VAN WITH LIFT	
TOTAL	181
NUMBER OF MIDDAY RUNS:	59

NUMBER OF VEHICLES WILL CHANGE AS DETERMINED BY THE FOLLOWING FACTORS INCLUDING BUT NOT LIMITED TO: CHANGES IN THE RESIDENT STUDENT POPULATION; NUMBER OF SCHOOLS (BOTH PUBLIC AND PRIVATE); BOARD POLICY; TRANSPORTATION PROCEDURES AND ROUTING CHANGES; FEDERAL, STATE, AND LOCAL STATUTES, LAWS, ORDINANCES; ROADWAY SYSTEMS AND TRAFFIC CONDITIONS; RESIDENTIAL DEVELOPMENT; AND, SPECIAL STUDENT TRANSPORTATION SERVICES.

**KRAPF BUS COMPANIES**FISCAL YEAR RATES: 2000 - 2001**CLASS A****PROPOSAL 1****ONE RATE FOR PUBLIC AND NON-PUBLIC BUSES**

VEHICLE CAPACITY	PER DAY RATE	MILEAGE INCLUDED IN RATE*	REDUCED OR EXCESS PER MILE RATE
72 PASSENGER OR GREATER	\$184.50	67-78	\$1.00
36-71 PASSENGER	\$191.55	80-88	\$1.00
19-35 PASSENGER	\$181.90	92-100	\$0.90
VAN	\$178.20	95-105	\$0.85
MINIVAN	\$178.20	95-105	\$0.85
PASSENGER CAR	\$170.70	95-105	\$0.80
VAN WITH LIFT	\$191.35	95-105	\$0.90
MIDDAY RUN	\$56.50	33-38	\$0.90

**\* MILEAGE INCLUDED IN RATE**

BEGINNING WITH THE 2000-01 YEAR, IF THE AVERAGE MILEAGE IN EACH VEHICLE CATEGORY IS WITHIN THE "MILEAGE INCLUDED IN RATE" RANGE, KRAPF'S COMPENSATION WILL BE CALCULATED USING THE "PER DAY RATE".

IF THE AVERAGE MILEAGE PER CATEGORY IS OVER OR UNDER THE "MILEAGE INCLUDED IN RATE" RANGE, THE "PER DAY RATE" WILL BE INCREASED OR DECREASED, RESPECTIVELY, FOR ALL BUSES IN THAT CATEGORY ACCORDING TO THE "REDUCED OR EXCESS PER MILE RATE" MULTIPLIED BY THE NUMBER OF MILES UNDER OR OVER THE RANGE.

TO DETERMINE AVERAGE MILES ON AN ANNUAL BASIS, THE DISTRICT WILL CALCULATE BUS MILEAGE AND AVERAGE MILEAGE BY CATEGORY IN OCTOBER OF EACH YEAR USING THE DISTRICT'S TRANSPORTATION SYSTEM. THE "DEADHEAD MILES" FOR EACH RUN WILL BE CALCULATED USING THE ADMINISTRATION BUILDING AT 829 PAOLI PIKE IN WEST GOSHEN TOWNSHIP AS THE BUS LOT. KRAPF WILL VERIFY MILES USED TO DETERMINE THE DAILY RATE.

**OPTIONS**

	ADD ON TO DAILY RATE
BLACK BOXES	(+)0.23
CAMERAS	(+)1.11
BUS MONITOR/AIDE	(+)90.00

SPECIFICATIONS OUTLINED FOR OPTIONS INCLUDED IN KRAPF PROPOSAL (RFP) SUBMITTED ON APRIL 25, 2000. OPTIONS ARE 2000-01 PRICES.

**CLASS B (SEE EXHIBIT B1. FOR DETAILED TRIP PRICES)**

ACTIVITY TRIPS		RATE
WITHIN	10 MILES	\$123.00
WITHIN	20 MILES	\$135.00
WITHIN	30 MILES	\$147.00
OVER	30 MILES	DETERMINED FOR EACH TRIP LOCATION

RATES INCLUDE DRIVER WAGES. CALCULATION OF MILES USES SPELLMAN ADMIN. BUILDING LOCATED AT 829 PAOLI PIKE AS BASE.

**PURCHASE OF FUEL**

IF THE SCHOOL DISTRICT AND KRAPF AGREE THAT IT IS FISCALLY ADVANTAGEOUS FOR THE DISTRICT TO PURCHASE FUEL, THE SCHOOL DISTRICT AND KRAPF WILL NEGOTIATE A CREDIT TO THE DAILY RATE FOR THE COST OF THE FUEL.

**RATES FOR YEAR 2 THROUGH YEAR 10:**

The rates for each successive year of this contract and any extension of it shall increase by a minimum of three percent (3%) per year. If, however, the cost of living increases more than three percent (3%) over the prior year, then Krapf's increase shall equal the cost of living increase, so long as the cost of living does not increase more than five percent (5%). Should the cost of living increase more than five percent (5%), but less than eight percent (8%), then Krapf's increase shall equal five percent (5%) plus one half (1/2) of the excess cost of living increase over five percent (5%); provided, however, that Krapf's increase for any one year shall not exceed six and one half percent (6 1/2 %). Assuming this contract is written for a ten (10) year period, Krapf agrees to hold prices for year six at year five's (5) price levels. Years seven (7) through ten (10) will follow same methodology as years two (2) through five (5).

## Exhibit B1

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# WEST CHESTER AREA SCHOOL DISTRICT

## TRIP PRICES - 2000 - 2001

Exhibit B1

OTHERS		OTHERS - cont.	
Abington	\$192.00	Villa St. Joseph	\$191.00
Archbishop Ryan	\$179.00	Warwick	\$189.00
Bensalem	\$178.00	William Allen H.S.	\$189.00
Berks VoTech	\$182.00	William Tennant	\$185.00
Boyertown (East & West)	\$181.00	Wilson West Lawn	\$181.00
Cedar Crest (8 hrs)	\$234.00	Wilson West Lawn	\$182.00
Central Bucks East	\$195.00	Wlassahickon H.S.	\$183.00
Central Bucks West	\$195.00	Wyomissing	\$182.00
Chestnut Hill Academy	\$174.00	York	\$221.00
Conshohocken	\$161.00		
Council Rock	\$195.00		
Daniel Boone	\$182.00		
East Stroudsburg (7 hrs)	\$243.00		
Ephrata	\$182.00		
Episcopal - Merion	\$179.00	<b>Standards:</b>	
Exeter	\$182.00	Intradistrict	\$86.00
Father Judge	\$179.00	One Way	\$35.00
Germantown Academy	\$178.00	2 hr. Minimum	\$67.00
Governor Mifflin - Shillington	\$174.00	3 hr. Minimum	\$85.00
Harriton	\$154.00	4 hr. Minimum	\$101.00
Hatboro Horsham	\$178.00	Per hour rate	\$20.00
Hempfield	\$211.00		
John Carroll	\$196.00		
Kutztown	\$197.00		
Lancaster	\$196.00		
Lehigh University - Allentown (5 hrs)	\$216.00		
Manheim Township	\$189.00		
Merion Mercy	\$158.00		
Monsignor Bonnor	\$168.00		
Mount Penn	\$182.00		
Neshaminy	\$189.00		
North Penn	\$194.00		
Oley	\$182.00		
Penn Charter	\$182.00		
Penn Ridge	\$198.00		
Pennsburg	\$198.00		
Pequea Valley	\$178.00		
Perkiomen Prep.	\$167.00		
Perkiomen Valley	\$184.00		
Philadelphia	\$184.00		
Reading	\$182.00		
Solanco	\$185.00		
Souderton	\$204.00		
Springfield - Montco	\$178.00		
St. Joe's Prep	\$155.00		
Upper Dublin	\$184.00		
Upper Moreland	\$184.00		
Upper Perkiomen	\$174.00		

RECEIVED

JAN 13 2000

Client Reference No. \_\_\_\_\_

SOFTWARE LICENSE AGREEMENT

Between

TRAPEZE SOFTWARE OHIO, INC.

An Ohio Corporation ("Trapeze")

And

West Chester Area School District ("Licensee")

Variable Terms of the Agreement:

1. Notice Information:

If intended for Trapeze, to:

Park Center I, Suite 200

23215 Commerce Park Drive

Cleveland, Ohio 44122

Contact: Rick K. Bacchus

Telephone: 216-595-3100 extension 204

If intended for Licensee, to:

West Chester Area School District

829 Paoli Pike

West Chester, PA 19380

Contact: Ms. Suzanne Moore

Telephone: 610-436-7110

2. Number of Pages in this Agreement including attached Exhibits:

Six (6)

BOTH PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT AND HEREBY AGREE TO THE TERMS HEREOF. LICENSEE EXPRESSLY ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE REGARDING THE GOODS OR SERVICES TO BE PROVIDED HEREUNDER, AND THAT LICENSEE HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT HEREIN.

Signed for and on behalf of Trapeze:

By: *[Signature]*

Print Name: Rick K. Bacchus

Title: Business Manager - Education Products

Date: 1-12-00

Signed for and on behalf of Licensee:

By: *[Signature]*

Print Name: SUZANNE K. MOORE

Title: Director of Business Affairs

Date: 1/6/00

## SOFTWARE LICENSE AGREEMENT

WHEREAS Trapeze is the owner of the rights to certain software as identified in Exhibit A (collectively the "Software"), including copyrights, trademarks, trade secrets and other intellectual property rights;

AND WHEREAS Licensee is desirous of obtaining a license to use the Software;

Now therefore, in consideration of the covenants, conditions and agreements herein contained, the parties agree as follows:

1. Trapeze hereby grants to Licensee a personal, non-transferable, non-exclusive license for a period of one year from the License Date referred to in Exhibit A ("License Date") restricted to Licensee's place of business referred to herein for Licensee's own operations:
  - (a) to use one production copy of the object code version of the Software, in the form supplied by Trapeze, on hardware approved by Trapeze; and
  - (b) to use documentation pertaining to the Software as supplied by Trapeze (the "Documentation"), but only as required to exercise the license granted herein.

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

Other than the rights of use expressly conferred upon Licensee by this paragraph, Licensee shall have no further rights to use the Software or the Documentation, and shall not copy, reproduce, modify, adapt or translate them, without the express written authority of Trapeze.

2. In consideration of the license granted to Licensee by this Agreement, Licensee shall pay to Trapeze a license fee, the amount(s) of which is as set out in Exhibit A (the "License Fee"). Trapeze will invoice Licensee for services (including installation, customization, training and additional services) and related out-of-pocket expenses on a regular basis for such services performed and expenses incurred during each month. Overdue payments shall bear interest at the rate of fifteen (15%) per annum on the amount outstanding from the date when payment is due until the date payment in full is received by Trapeze. In addition to the fees payable by Licensee to Trapeze, all taxes and other levies, including sales and use taxes (but excluding taxes based on the net income of Trapeze resulting from this Agreement) shall be the responsibility of the Licensee. If any withholding tax or similar levy is applicable to the fees or other amounts payable to Trapeze, Licensee shall pay such additional amount as shall result in Trapeze receiving the total amount of the fees or other amounts it would have been paid but for such tax or levy.
3. Licensee acknowledges that the Software, the Documentation and other information relating thereto (including all customizations and modifications developed for Licensee) disclosed to Licensee pursuant to this Agreement are owned by Trapeze and include trade secrets and other confidential and proprietary information of Trapeze, and Licensee shall maintain in confidence and not disclose the same, directly or indirectly, to any third party without Trapeze's prior written consent. Licensee shall make no attempt to reverse compile, disassemble, or otherwise reverse engineer the Software or any portion thereof. These obligations of confidentiality shall survive termination of the license granted herein.

Licensee shall not communicate with representatives of the general or technical press, radio, television or other communications media regarding the work under this Agreement without the prior written consent of Trapeze. The Licensee nor any of its personnel shall publish or reproduce or arrange press releases regarding Trapeze without the prior consent in writing of Trapeze upon such terms as may be agreed.

Trapeze reserves the right to publish, after discussion with the Licensee, the results of the work done under this Agreement with appropriate acknowledgement of the work contributed by the staff of the Licensee.

4. Trapeze warrants the Software to operate in all material respects as specified in the Documentation. Trapeze shall be responsible for using reasonable efforts to correct, at its own expense, any defects in the Software that are brought to Trapeze's attention by Licensee within a period of one (1) year after the License Date of the Software to Licensee.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. TRAPEZE DOES NOT REPRESENT OR WARRANT THAT THIS SOFTWARE WILL MEET ANY OR ALL OF LICENSEE'S PARTICULAR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL OPERATE ERROR-FREE OR UNINTERRUPTED AND THAT ALL PROGRAM ERRORS IN THE SOFTWARE CAN BE FOUND IN ORDER TO BE CORRECTED.

TRAPEZE'S ENTIRE LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES OR LOSSES ARISING FROM USE OF THE SOFTWARE BY LICENSEE SHALL BE ABSOLUTELY LIMITED TO THE AMOUNT(S) OF THE LICENSE FEE. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN, TRAPEZE SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR CONTINGENT DAMAGES OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT, THE SOFTWARE, OR TRAPEZE'S PERFORMANCE OR LACK THEREOF UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OF REVENUE, PROFIT OR USE.

5. Licensee hereby acknowledges that the Software may include the Oracle Relational Database Management System and associated documentation which are proprietary to Oracle Corporation and which are supplied by Trapeze under license from Oracle Corporation. All provisions of this License Agreement and protections of the Software and Trapeze shall apply to the Oracle Relational Database Management System and its use by Licensee and to Oracle Corporation. LICENSEE AGREES THAT ORACLE CORPORATION SHALL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL ARISING FROM THE LICENSEE'S USE OF THE ORACLE RELATIONAL DATABASE MANAGEMENT SYSTEM OR RELATED MATERIALS.
6. Trapeze warrants that Trapeze's technical support, and training services will be performed consistent with accepted industry standards for a period of 30 days from the performance of services.
7. The license granted by this Agreement is effective for a period of one (1) year from the License Date unless terminated earlier as provided herein. Trapeze has the right to terminate the license granted under this Agreement if Licensee is in default of any term or condition of this Agreement, and fails to cure such default within seven (7) days after receipt of written notice of such default. Without limiting the foregoing the following shall be deemed to be Licensee defaults under this Agreement: Licensee fails to pay any amount when due hereunder; or Licensee becomes insolvent or any proceedings shall be commenced by or against Licensee under any bankruptcy, insolvency or similar laws. In the event that the license granted under this Agreement is terminated, Licensee shall forthwith return to Trapeze all copies of the Software, the Documentation and other materials provided to Licensee pursuant to this Agreement and will certify in writing to Trapeze that all copies or partial copies of the Software, the Documentation and such other materials have been returned to Trapeze or destroyed.
8. Licensee acknowledges having read and understood this Agreement and agrees to be bound by its terms and conditions. Licensee also agrees that this Agreement, together with the relevant terms and conditions of the contract(s) between Trapeze and Licensee as identified in Exhibit B, represents the complete and exclusive agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, discussions or understandings between them in any way relating thereto. No other terms,



conditions, representations, warranties or guarantees, whether written or oral, express or implied, shall form a part hereof or have any legal effect whatsoever. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the contract(s) identified in Exhibit B, the latter provisions shall be of no force and effect and the provisions of this Agreement shall govern. This Agreement shall not be modified except by later written agreement signed by both parties.

9. Trapeze shall not be responsible for, and its performance of obligations shall automatically be postponed as a result of, delays beyond Trapeze's reasonable control.
10. This Agreement, or any of the rights or obligations of Trapeze created herein, may be assigned by Trapeze, but this Agreement is for the sole benefit of Licensee and may not be assigned by Licensee without the express written consent of Trapeze.
11. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, U.S.A.
12. All notices hereunder shall be in writing and shall be duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective addresses of the parties appearing on page one of this Agreement. Any notice given shall be deemed to have been received on the date, which it is delivered if delivered personally, or, if mailed, on the fifth business day next following the mailing thereof. Either party may change its address for notices by giving notice of such change as required in this Section 12.

**EXHIBIT A**  
**Software License Agreement**

Item	Licensed Product	Product Description	Configuration	License Fee	License Date
1.	<i>MAPNET NT Transportation Modules</i>	Scheduling and routing for school buses	Base Station  3 Additional User	\$ 37,500.00  \$ 4,500.00	December 1, 1999
2.	<i>MAPNET NT Redistricting Modules</i>	Student Geographic Enrollment and Projections Modeling	Base Station  3 Additional User	\$ 22,500.00  \$ 2,700.00	December 1, 1999
	<i>DISCOUNT</i>	Existing MapNet customer discount		\$ (67,200.00)	
			<b>TOTAL</b>	<b>\$ 0.00</b>	

Notes:

1. Licenses are provided for operations with a site operating with up to 14,800 transported students and 15,000 transported students.
2. Third Party RunTime licenses, if required, to operate the proposed application are not included in prices listed.
3. Proposed software solution is Windows NT with an ORACLE database.
4. Any hardware that must be tested by Trapeze would add additional days of work not covered in this Agreement.
5. Trapeze will assist in reviewing hardware specifications, however, the Licensee is responsible for purchasing hardware and pre-requisite products.
6. Payment of 100% of license fees is due and payable upon contract signature.

**EXHIBIT B**  
**Software License Agreement**

Item #:

- |   |                    |
|---|--------------------|
| <b>1.   <i>Conversion Services:</i></b><br>Trapeze will convert Licensee's MapNet Plus map and transportation data to the MapNet NT format                      | <b>\$ 3,500.00</b> |
| <b>2.   <i>Training:</i></b><br>Trapeze will provide two days of training on the use of the MapNet NT Transportation software @ \$875.00 per day                | <b>\$ 1,750.00</b> |
| <b>3.   <i>Installation:</i></b><br>Trapeze will provide one day of consulting to be used for Oracle Server Upgrade and MapNet NT installation (4 workstations) | <b>\$ 1,000.00</b> |

Notes:

- Payment of 100% of conversion services is due prior to performance of conversion services.
- All other training and consulting services will be billed as incurred.
- Travel and expenses incurred with this contract are the responsibility of Licensee.

## SOFTWARE LICENSE AGREEMENT AMENDMENT 1 (page 1 of 2)

The foregoing is and Amendment to the SOFTWARE LICENSE AGREEMENT (the "Agreement") made by and between West Chester Area School District ("Licensee"), and Trapeze Software Ohio, Inc. ("Trapeze").

All terms of the Agreement remain in full force and effect. This Amendment serves only for the following purpose.

- (i) Replace the first paragraph in Section 1. in its entirety with the following:

Trapeze hereby grants to Licensee a personal, non-transferable, non-exclusive license for the term of the Agreement effective starting on the License Date referred to in Exhibit A ("License Date") restricted to Licensee's place of business referred to herein for Licensee's own operations:

- (ii) Replace paragraph (a) in Section 1. in its entirety with the following:

- (a) to use the object code version of the Software, in the form supplied by Trapeze, on hardware approved by Trapeze in the configuration set out in Exhibit A; and

- (iii) Replace Section 4. in its entirety with the following:

4. (a) Trapeze warrants the Software to operate in all material respects as specified in the Documentation. Trapeze shall be responsible for using reasonable efforts to correct, at its own expense, any defects in the Software that are brought to Trapeze's attention by Licensee within a period of one (1) year after the License Date of the Software to Licensee.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. TRAPEZE DOES NOT REPRESENT OR WARRANT THAT THIS SOFTWARE WILL MEET ANY OR ALL OF LICENSEE'S PARTICULAR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL OPERATE ERROR-FREE OR UNINTERRUPTED AND THAT ALL PROGRAM ERRORS IN THE SOFTWARE CAN BE FOUND IN ORDER TO BE CORRECTED.

EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 4 (b), TRAPEZE'S ENTIRE LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES OR LOSSES ARISING FROM USE OF THE SOFTWARE BY LICENSEE SHALL BE ABSOLUTELY LIMITED TO THE AMOUNT(S) OF THE LICENSE FEE. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN, TRAPEZE SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR CONTINGENT DAMAGES OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT, THE SOFTWARE, OR TRAPEZE'S PERFORMANCE OR LACK THEREOF UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OF REVENUE, PROFIT OR USE.

4. (b) Trapeze will defend, indemnify, save and hold harmless Licensee from any and all losses relating to, arising out of or in connection with any action or claim that the Software provided by Trapeze hereunder infringes or violates any patents, copyrights, trade secrets or proprietary rights of any third party provided that Licensee promptly notify Trapeze in writing of any information that comes to their attention which might lead to a claim that may be asserted under this Paragraph and that Trapeze controls the defense and all negotiations related to the settlement of any such claim.

If the Software or any portion thereof is held to constitute an infringement or violation of any copyright, trade secret or proprietary right of any third party and its use is enjoined by a final non-appealable decree, Trapeze may, at its sole option: (i) modify the infringing portion so that it is non-infringing; (ii) procure for Licensee the right to continue to use the infringing Software; or (iii) replace the Software with suitable, non-infringing software.

SOFTWARE LICENSE AGREEMENT AMENDMENT 1 (page 2 of 2)

(iv) Remove the following Section 6. in its entirety:

Trapeze warrants that Trapeze's technical support, and training services will be performed consistent with accepted industry standards.

(v) Replace Section 7. in its entirety with the following:

7. The license granted by this Agreement is effective for a period of one (1) year from the License Date unless terminated earlier as provided herein. Both parties have the right to terminate the license granted under this Agreement if the other party breaches a material term of condition of this Agreement, and fails to cure such default within fifteen (15) days after receipt of written notice of such breach. Without limiting the foregoing the following shall be deemed to be Licensee defaults under this Agreement: Licensee fails to pay any amount when due hereunder; or Licensee becomes insolvent or any proceedings shall be commenced by or against Licensee under any bankruptcy, insolvency or similar laws. In the event that the license granted under this Agreement is terminated, Licensee shall return to Trapeze all copies of the Software, the Documentation and other materials provided to Licensee pursuant to this Agreement within thirty (30) days and will certify in writing to Trapeze that all copies or partial copies of the Software, the Documentation and such other materials have been returned to Trapeze or destroyed.

(vi) Replace Section 8. in its entirety with the following:

8. Licensee acknowledges having read and understood this Agreement and agrees to be bound by its terms and conditions. Licensee also agrees that this Agreement, the Software Maintenance Agreement, together with the relevant terms and conditions of the contracts between Trapeze and Licensee as identified in Exhibit B, represents the complete and exclusive agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, discussions or understandings between them in any way relating thereto. No other terms, conditions, representations, warranties or guarantees, whether written or oral, express or implied, shall form a part hereof or have any legal effect whatsoever. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the contract(s) identified in Exhibit B, the latter provisions shall be of no force and effect and the provisions of this Agreement shall govern. This Agreement shall not be modified except by later written agreement signed by both parties.

(vii) Replace Section 9. in its entirety with the following:

9. Licensee and Trapeze shall not be responsible for, and its performance of obligations shall automatically be postponed as a result of, delays beyond Licensee's and Trapeze's reasonable control.

Signed for and on behalf of Trapeze:

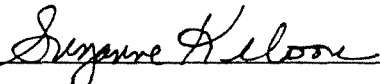
By: 

Print Name: Rick K. Bacchus

Title: Business Manager – Education Products

Date: 1-12-00

Signed for and on behalf of Licensee:

By: 

Print Name: SUZANNE K. MOORE

Title: Director of Business Affairs

Date: 1/6/00

JAN 15 2000

Client Reference No. \_\_\_\_\_

SOFTWARE MAINTENANCE AGREEMENT

Between

TRAPEZE SOFTWARE OHIO, INC.

An Ohio Corporation ("Trapeze")

And

West Chester Area School District ("Licensee")

Variable Terms of the Agreement:

1. Notice Information:

If intended for Trapeze, to:

Park Center I, Suite 200

23215 Commerce Park Drive

Cleveland, Ohio 44122

Contact: Rick K. Bacchus

Telephone: 216-595-3100 extension 204

If intended for Licensee, to:

West Chester Area School District

829 Paoli Pike

West Chester, PA 19380

Contact: Ms. Suzanne Moore

Telephone: 610-436-7110

2. Number of Pages in this Agreement including attached Exhibits: Five (5)

BOTH PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT AND HEREBY AGREE TO THE TERMS HEREOF. LICENSEE EXPRESSLY ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE REGARDING THE GOODS OR SERVICES TO BE PROVIDED HEREUNDER, AND THAT LICENSEE HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT HEREIN.

Signed for and on behalf of Trapeze:

By: 

Print Name: Rick K. Bacchus

Title: Business Manager - Education Products

Date: 1-12-00

Signed for and on behalf of Licensee:

By: 

Print Name: Suzanne K. Moore

Title: Director of Business Affairs

Date: 1/6/00

## SOFTWARE MAINTENANCE AGREEMENT

WHEREAS Trapeze is the owner of the rights to certain software as identified in Exhibit A (collectively the "Software"), including copyrights, trademarks, trade secrets and other intellectual property rights;

WHEREAS Licensee and Trapeze have previously entered into a Software License Agreement enabling Licensee to use the Software as per the terms specified therein (the "License Agreement");

AND WHEREAS Licensee is desirous of participating in Trapeze's annual maintenance program for the Software;

NOW THEREFORE, in consideration of the covenants, conditions and agreements herein contained, the parties agree as follows:

1. In consideration of payments to be made by Licensee to Trapeze as set out below, Trapeze agrees to provide the following software maintenance services during the term of this Agreement:
  - (a) Trapeze hereby grants to Licensee a personal, non-transferable, non-exclusive license to use the Software as specified in the License Agreement for a period of one year from the Maintenance Date or anniversary thereof, referred to in Exhibit A ("Maintenance Date"), restricted to Licensee's place of business referred to herein for Licensee's own operations.
  - (b) Trapeze will maintain the Software so that it operates in conformity in all material respects in accordance with the descriptions and specification for the Software set forth in the Documentation referred to, and as defined in, the License Agreement.
  - (c) In the event that Licensee detects any errors or defects in the Software, Trapeze will provide reasonable telephone support, in the form of assistance and advice on the use and maintenance of the Software, during Trapeze's regular business hours.
  - (d) Trapeze will send Licensee mailings on Upgrades and New Products of the Software to the Licensee's address specified herein. "Upgrades" are those enhancements to the Software that Trapeze generally makes available as part of the annual maintenance program. A "New Product" is any update, new feature or major enhancement to the Software that Trapeze markets and licenses for additional fees separately from Upgrades.
  - (e) At Licensee's request, Trapeze shall provide Licensee with Upgrades of the Software at no additional charge. Licensee shall be entitled to acquire a license for New Products at Trapeze's then prevailing license fees. Software Upgrades and New Products will be distributed on three and a half (3 1/2) inch diskettes or CD-ROM with explanations, instructions and updated documentation where appropriate. Trapeze will also make other installation developments, such as reports, interfaces, etc., available to Licensee if they are appropriate for possible use by Licensee.
2. Maintenance services shall not include, and Licensee shall pay extra for, any and all consulting, implementation, customization, education and training related services subject to the availability of Trapeze's staff.
3. Licensee shall pay an annual maintenance fee to Trapeze as provided in Exhibit A. This fee shall be subject to change as set out in Exhibit A and shall be due on or before the Maintenance Date annually.
4. Licensee agrees that all materials, documentation, Upgrades, New Products, and other materials provided to Licensee pursuant to this Agreement shall be subject to the same conditions and rights of use as apply to the Software under the License Agreement.

5. Licensee shall, at Trapeze's request, provide Trapeze with the right of dial-access to Licensee's computers on which the Software is installed, so as to enable Trapeze to monitor the operation of the Software.
6. Trapeze will invoice Licensee for services (including installation, customization, training and additional services) and related out-of-pocket expenses on a regular basis for such services performed and expenses incurred during each month. Overdue payments shall bear interest at the rate of fifteen (15%) per annum on the amount outstanding from the date when payment is due until the date payment in full is received by Trapeze. In addition to the fees payable by Licensee to Trapeze, all taxes and other levies, including sales and use taxes (but excluding taxes based on the net income of Trapeze resulting from this Agreement) shall be the responsibility of the Licensee. If any withholding tax or similar levy is applicable to the fees or other amounts payable to Trapeze, Licensee shall pay such additional amount as shall result in Trapeze receiving the total amount of the fees or other amounts it would have been paid but for such tax or levy.
7. The parties hereto acknowledge that information obtained about the other party pursuant to this Agreement includes confidential and proprietary information (hereinafter the "Confidential Information"). Each party agrees not to disclose Confidential Information to third parties, without the prior written consent of the other party. The parties agree that the Confidential Information does not include any information which, at the time of disclosure, is generally known by the public.
8. The initial term of this Agreement shall be for a period of one (1) year following the expiry of the license period set out in the License Agreement, and it shall be automatically renewed for a period of one (1) year from the Maintenance Date or anniversary thereof unless earlier canceled in writing by either party at any time upon 90 days written notice.
9.
  - (a) This Agreement shall terminate if the License Agreement is terminated by Trapeze or Licensee.
  - (b) Either party has the right to terminate this Agreement if the other party breaches or is in default of any obligation hereunder, and if such default has not been cured within fifteen (15) days after receipt of notice of such default.
  - (c) Either party may terminate this Agreement by written notice if the other party becomes insolvent or bankrupt.
  - (d) The obligations of each party pertaining to Confidential Information and taxes shall survive the termination of this Agreement.
10. Neither party to this Agreement shall be liable to the other party hereto for loss or damage arising out of any delay or failure by such party in performing its obligations hereunder, if such delay or failure was the unavoidable consequence of a natural disaster, exercise of governmental power, strike or other labour disturbance, war, revolution, embargo, insurrection, operation of military forces, or other event or condition beyond the control of such party; provided that such party notifies the other party of its inability to perform and the reasons therefor, with reasonable promptness; and performs its obligations hereunder as soon as circumstances permit.
11. TRAPEZE DOES NOT REPRESENT OR WARRANT THAT THIS SOFTWARE WILL MEET ANY OR ALL OF LICENSEE'S PARTICULAR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL OPERATE ERROR-FREE OR UNINTERRUPTED AND THAT ALL PROGRAM ERRORS IN THE SOFTWARE CAN BE FOUND IN ORDER TO BE CORRECTED.
12. TRAPEZE'S ENTIRE LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES OR LOSSES ARISING FROM USE OF THE SOFTWARE BY LICENSEE SHALL BE ABSOLUTELY LIMITED TO ONE YEAR OF MAINTENANCE FEES. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN, TRAPEZE SHALL NOT BE LIABLE FOR ANY



INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR CONTINGENT DAMAGES OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT, THE SOFTWARE, OR TRAPEZE'S PERFORMANCE OR LACK THEREOF UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OF REVENUE, PROFIT OR USE.

13. This Agreement, or any of the rights or obligations of Trapeze created herein, may be assigned by Trapeze, but this Agreement is for the sole benefit of Licensee and may not be assigned by Licensee without the express written consent of Trapeze.
14. Licensee acknowledges having read and understood this Agreement and agrees to be bound by its terms and conditions. Licensee also agrees that this Agreement, together with the relevant terms and conditions of the contract(s) between Trapeze and Licensee as identified in the License Agreement, represents the complete and exclusive agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, discussions or understandings between them in any way relating thereto. No other terms, conditions, representations, warranties or guarantees, whether written or oral, express or implied, shall form a part hereof or have any legal effect whatsoever. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the contract(s) identified in the License Agreement, the latter provisions shall be of no force and effect and the provisions of this Agreement shall govern. This Agreement shall not be modified except by later written agreement signed by both parties.
15. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, U.S.A.
16. All notices hereunder shall be in writing and shall be duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective addresses of the parties appearing on page one of this Agreement. Any notice given shall be deemed to have been received on the date, which it is delivered if delivered personally, or, if mailed, on the fifth business day next following the mailing thereof. Either party may change its address for notices by giving notice of such change as required in this Section 16.

**EXHIBIT A**  
Software Maintenance Agreement

Item	Software	Configuration	Maintenance Fee*	Maintenance Date
1.	MAPNET NT Transportation Modules	Base Station	\$ 7,500.00	December 1
		3 Additional User	\$ 900.00	
2.	MAPNET NT Redistricting Modules	Base Station	\$ 4,500.00	December 1
		3 Additional User	\$ 540.00	
		TOTAL	\$ 13,440.00	

\* First year fee only. For the second and subsequent years, the annual maintenance fee will be Trapeze's then current price for the applicable number of students serviced by Licensee at the maintenance anniversary date.

SOFTWARE MAINTENANCE AGREEMENT AMENDMENT 1 (page 1 of 1)

The foregoing is and Amendment to the SOFTWARE MAINTENANCE AGREEMENT (the "Agreement") made by and between West Chester Area School District ("Licensee"), and Trapeze Software Ohio, Inc. ("Trapeze").

All terms of the Agreement remain in full force and effect. This Amendment serves only for the following purpose.

(i) Replace Section 8. in its entirety with the following:

8. The initial term of this Agreement shall be for a period of one (1) year, and it shall be automatically renewed for a period of one (1) year from the Maintenance Date or anniversary thereof unless earlier canceled in writing by either party at any time upon 90 days written notice; or there is a breach by Licensee.

(ii) Replace Section 9. in its entirety with the following:

- 9.(a) This Agreement shall terminate if the License Agreement is terminated by Trapeze or Licensee.
- (b) Either party has the right to terminate this Agreement if the other party commits a material breach of this Agreement is in default of any obligation hereunder, and if such breach or default has not been cured within thirty (30) days after receipt of notice of such default.
- (c) Either party may terminate this Agreement by written notice if the other party becomes insolvent or bankrupt.
- (d) The obligations of each party pertaining to Confidential Information and taxes shall survive the termination of this Agreement.

(iii) Replace Section 12. in its entirety with the following:

12. (a) EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 12 (b), TRAPEZE'S ENTIRE LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES OR LOSSES ARISING FROM USE OF THE SOFTWARE BY LICENSEE SHALL BE ABSOLUTELY LIMITED TO ONE YEAR OF MAINTENANCE FEES. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN, TRAPEZE SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR CONTINGENT DAMAGES OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT, THE SOFTWARE, OR TRAPEZE'S PERFORMANCE OR LACK THEREOF UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OF REVENUE, PROFIT OR USE.
12. (b) Trapeze will defend, indemnify, save and hold harmless Licensee from any and all losses relating to, arising out of or in connection with any action or claim that the Software provided by Trapeze hereunder infringes or violates any patents, copyrights, trade secrets or proprietary rights of any third party provided that Licensee promptly notify Trapeze in writing of any information that comes to their attention which might lead to a claim that may be asserted under this Paragraph and that Trapeze controls the defense and all negotiations related to the settlement of any such claim.

If the Software or any portion thereof is held to constitute an infringement or violation of any copyright, trade secret or proprietary right of any third party and its use is enjoined by a final non-appealable decree, Trapeze may, at its sole option: (i) modify the infringing portion so that it is non-infringing; (ii) procure for Licensee the right to continue to use the infringing Software; or (iii) replace the Software with suitable, non-infringing software.

Signed for and on behalf of Trapeze:

By: 

Print Name: Rick K. Bacchus

Title: Business Manager – Education Products

Date: 1-12-00

Signed for and on behalf of Licensee:

By: 

Print Name: Suzanne K. Moore

Title: Director of Business Affairs

Date: 1/6/00

2000-01 SMALL MOTOR VEHICLE  
TRANSPORTATION CONTRACT

\_\_\_\_\_  
Contract Number

West Chester Area School District  
829 Paoli Pike  
West Chester, PA 19380  
(610) 436-7000

Date: \_\_\_\_\_

ON THE DATE SET FORTH ABOVE, THE SCHOOL BOARD OF DIRECTORS OF THE WEST  
CHESTER AREA SCHOOL DISTRICT ENTERS INTO A CONTRACT WITH:

\_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

TO PROVIDE PUPIL TRANSPORTATION SERVICE BEGINNING ON: \_\_\_\_\_

AND TO TERMINATE ON OR BEFORE: \_\_\_\_\_

THE BOARD OF SCHOOL DIRECTORS HAS AGREED TO PAY THE CONTRACTOR THE  
SUM OF: \$ \_\_\_\_\_ DOLLARS

FOR EACH DAY THE CONTRACTOR PROVIDES THE ASSIGNED SERVICE. THIS  
CONTRACT IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE BACK  
PAGE OF THIS CONTRACT.

ATTEST:

WEST CHESTER AREA SCHOOL DISTRICT

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Board President/Vice President

ATTEST:

CONTRACTOR

By: \_\_\_\_\_

TERMS AND CONDITIONS FOR SMALL  
MOTOR VEHICLE TRANSPORTATION OF SCHOOL PUPILS

1. This Contract shall not be in full force and effect until the Contractor delivers to the West Chester Area School District ("School District") evidence that the Contractor maintains a public liability insurance policy covering all vehicles to be used by the Contractor in carrying out this Contract, containing no exclusions applicable to the type of transportation which is the subject of this Contract. Minimum policy coverage shall be in the amount of \$1,000,000 bodily injury per occurrence, \$500,000 bodily injury per person, and \$100,000 property damage liability or \$1,000,000 single limit and shall be in effect for the duration of the contract. Contractor's insurance policies are required to have the School District listed as "Certificate Holder" and "Additional Insured". The Contractor's insurance company must provide the School District with thirty (30) days written notification of any cancellation. If employees of the Contractor will perform services called for under this Contract, then the Contractor shall, prior to the effective date of this contract, provide evidence to the School District of worker's compensation coverage for such employees.
2. The Contractor shall furnish vehicles which conform to the standards of the Bureau of Motor Vehicles. All vehicles shall conform to the provision of the laws of the Commonwealth, and shall be in good mechanical and sanitary condition and must supply fire extinguisher, first aide kit, body fluid clean up kit, and emergency triangles.
3. The Contractor and Contractor's employees shall comply with and observe all provisions of the Pennsylvania Vehicle Code and all other applicable laws, including Act 34 of 1985 and Act 151 of 1995 which requires Contractor and their employees to produce the original documents of the Pennsylvania Report of Criminal History Record Information and the Report of Federal Criminal History Record Information, when appropriate to the School District Superintendent or his or her designee prior to services being rendered
4. The Contractor and Contractor's employees shall meet all the regulations of the Bureau of Driver Licensing of the Pennsylvania Department of Transportation in regard to application, age, fitness, competence, conduct, licensing physical examination, and continuing eligibility, provided that such operators shall have passed periodically administered physical examinations.
5. [The services rendered under this Contract are more particularly described on the attached schedule.]
6. Routes, and pickup and discharge locations shall be determined by the School District and may be modified by the School District as occasion demands. The operator shall not deviate from the designated route or pickup and discharge locations except by consent of the transportation director, or in the case of an emergency, which shall immediately be reported to the transportation director.
7. The Contractor shall cooperate with the School District transportation director in preparing an operating time schedule. Contractor shall not depart from any designated pickup or discharge locations before two minutes after the scheduled time unless all pupils to be transported from this point are aboard.
8. Pupils shall be taken on and discharged only at the designated locations.
9. No person other than school pupils shall be transported in a vehicle engaged in transporting pupils to and from school except that a teacher or other school official may ride when designated by the transportation director. Nothing except passengers and their belongings shall be transported in the school vehicle while it is engaged in transporting pupils to and from school.

10. The speed of a vehicle shall at all times be consistent with the safety of the passengers and shall at no time exceed the speed limit as set forth in the minimum standards of the Bureau of Traffic Safety, PennDot, as promulgated from the vehicle code.
11. It is understood and agreed to by both parties hereto that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this Contract, is an independent contractor and is not an officer, agent, or employee of the School District.
12. In the event that the School District has installed in the Contractor's vehicles or allows the Contractor to use equipment owned by the School District, then upon termination of this contract, all such equipment shall be returned to the School District, which may withhold payment of any amounts due under this Contract until the return of said equipment and verification that said equipment is in proper working condition.
13. This contract shall not be transferred. Arrangements for a substitute driver is the responsibility of the Contractor and is subject to the approval of the School District and its designated representative for only the duration of the emergency.
14. This Contract may be terminated by the School District at anytime, for any or no reason.
15. No amendment of this Contract shall be binding on either party unless it be in writing, signed by both parties, which writing makes specific reference to this Contract.
16. This Contract shall be binding on and inure to the benefit of the successors and assigns of both parties. Any rights and obligations arising during the term of this Contract shall survive its termination.

The School District unit will not discriminate in employment, educational programs or activities based on race, color, national origin, age, sex, disability, handicap, marital status or, because a person is a disabled veteran or a veteran of the Vietnam era. Reasonable accommodations will be provided for employees and program participants.

2000-01 CONTRACT FOR PUPIL  
TRANSPORTATION BY PARENTS

Contract Number

West Chester Area School District  
829 Paoli Pike  
West Chester, PA 19380  
(610) 436-7000

Date: \_\_\_\_\_

ON THE DATE SET FORTH ABOVE, THE SCHOOL BOARD OF DIRECTORS OF THE  
WEST CHESTER AREA SCHOOL DISTRICT ENTERS INTO A CONTRACT WITH:

\_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

TO PROVIDE PUPIL TRANSPORTATION SERVICE BEGINNING ON: \_\_\_\_\_

AND TO TERMINATE ON OR BEFORE: \_\_\_\_\_

THE BOARD OF SCHOOL DIRECTORS HAS AGREED TO PAY THE CONTRACTOR  
THE SUM OF: \$ \_\_\_\_\_ DOLLARS FOR  
EACH DAY THE CONTRACTOR PROVIDES THE ASSIGNED SERVICE. THIS  
CONTRACT IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE  
BACK PAGE OF THIS CONTRACT.

ATTEST:

WEST CHESTER AREA SCHOOL DISTRICT

\_\_\_\_\_  
Secretary By: \_\_\_\_\_  
Board President/Vice President

ATTEST:

CONTRACTOR

\_\_\_\_\_  
By: \_\_\_\_\_

TERMS AND CONDITIONS FOR  
PUPIL TRANSPORTATION BY PARENTS

1. This Contract shall not be in full force and effect until the Contractor delivers to the West Chester Area School District ("School District") evidence that the Contractor maintains a liability insurance policy covering all vehicles to be used by the Contractor to carrying out this contract, containing no exclusions applicable to the type of transportation, which is the subject of this Contract. The limit of liability shall be \$1,000,000.00 combined single limit, which may be a combination of automobile liability limits and umbrella or excess limits, and shall be in effect for the duration of the Contract. Contractors will provide the School District with evidence of coverage either through a certificate of insurance or a copy of the policy which evidences coverage. The Contractor must provide notice to the School District of any coverage cancellation.
2. All motor vehicles shall conform to the provision of the laws of the Commonwealth, and shall be in good mechanical and sanitary condition.
3. The parent driver shall comply with and observe all provisions of the Pennsylvania Motor Vehicle Code and all other applicable laws. In addition, in the case of a parent who drives a pupil other than his or her own child, the parent driver shall comply with Act 34 of 1985 and Act 151 of 1995 which requires the production of the original documents of the Pennsylvania Report of Criminal History Record Information and the Report of Federal Criminal History Record Information, to the School District Superintendent or his or her designee prior to services being rendered
4. Where the parent driver is transporting a pupil other than his or her own child, the routes, and pickup and discharge locations shall be determined by the School District and may be modified by the School District as occasion demands.
5. No adult person other than the parent driver shall be transported in a motor vehicle engaged in transporting pupils to and from school.
6. The speed of a motor vehicle shall at all times be consistent with the safety of the passengers and shall at no time exceed the speed limit as set forth in the minimum standards of the Bureau of Traffic Safety, PennDot, as promulgated from the Motor Vehicle Code.
7. It is understood and agreed to by both parties hereto that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this Contract, is an independent contractor and is not an officer, agent, or employee of the School District.
8. This contract shall not be transferred.
9. This Contract may be terminated by the School District at anytime, for any or no reason.
10. No amendment of this Contract shall be binding on either party unless it be in writing, signed by both parties, which writing makes specific reference to this Contract.
11. Any rights and obligations arising during the term of this Contract shall survive its termination.

The School District unit will not discriminate in employment, educational programs or activities based on race, color, national origin, age, sex, disability, handicap, marital status or, because a person is a disabled veteran or a veteran of the Vietnam era. Reasonable accommodations will be provided for employees and program participants.