

**AMENDMENT NO. 2
TO
AGREEMENT BETWEEN
VENTURA COUNTY TRANSPORTATION COMMISSION
AND
GMV SYNCROMATICS, CORP.
FOR AUTOMATIC VEHICLE LOCATION AND PASSENGER INFORMATION
SYSTEM**

This Amendment No. 2 ("Second Amendment") is made as of this ____ day of November 2025 ("Effective Date") by and between the VENTURA COUNTY TRANSPORTATION COMMISSION ("VCTC"), and GMV Syncromatics Corp. ("CONTRACTOR"). CONTRACTOR and VCTC are sometimes referred to herein together as the "Parties" and singularly as a "Party".

RECITALS

WHEREAS, VCTC and CONTRACTOR entered into an agreement entitled "Agreement between VCTC and GMV Syncromatics Corporation for Automatic Vehicle Location and Passenger Information System" on November 3, 2018" and amended through the First Amendment on October 23, 2023 pursuant to which CONTRACTOR designed, developed and installed and maintains an Intelligent Transportation System ("System") for VCTC bus operations (together as amended "Original Agreement"); and,

WHEREAS, the Parties desire to extend the Original Agreement pursuant to this Second Amendment to provide for ongoing and continued maintenance and support of the System and increase the Not to Exceed Amount to provide compensation during the extension; and,

NOW THEREFORE, VCTC and CONTRACTOR agree as follows:

1. **Section 1 "Contract Documents" of the Original Agreement is hereby amended to add the following additional Exhibits which will be applicable to the Project for Years 8 through 10 after Effective Date and any additional extension years:**
 - Exhibit B-1 "Schedule Services and Fees for Years 8 through 10 after Effective Date and any extension years", attached hereto and incorporated into this Second Amendment as Attachment 1.
 - Exhibit D-1 "Service Level Agreement "Installation, Warranty, and Support for Years 8 through 10 after Effective Date and any additional extension years" attached and incorporated into this Second Amendment as Attachment 2. Attachment 2 hereby supersedes Exhibit D, Addendum C, Section 1 ("Warranty and Service Level Agreement") of the Original Agreement.
 - Exhibit E "Maintenance Service Plan for Years 8 through 10 after Effective Date and any additional extension years" attached and incorporated into this Second Amendment as Attachment 3. Attachment 3 hereby supersedes Exhibit D, Addendum C, Section 2 ("Equipment Service Plan") of the Original Agreement.
2. **Section 2 "Scope of Services" subsection A1 of the Original Agreement is hereby amended to add a new Task #11 with the addition of the following language:**

“Task #11 will include maintenance and support services for the Project for Years 8 through 10 after the Effective Date and any additional extension years.”

3. **Section 3** “Term” of the Original Agreement is hereby amended to replace the language with the following:

“This Agreement shall commence on the Effective Date and shall expire on November 7, 2028 unless VCTC elects to exercise its extension options. VCTC shall have two one-year extension options, which VCTC may exercise at its discretion by providing 30 days’ prior written notice to CONTRACTOR.”

4. **Section 5** “Compensation” of the Original Agreement is hereby amended to increase the contract amount for the Project by \$1,772,214 for Years 8-10 and an additional \$1,125,701 if VCTC elects to exercise both optional extensions and replace the language with the following:

“The contract amount for the Project shall not exceed \$6,252,214 through Year 10 and shall not exceed \$7,377,915 if VCTC elects to exercise both optional extensions for all services, equipment, materials, and supplies, inclusive of installation costs, warranties, and labor in accordance with the pricing outlined in Exhibit B-1.”

5. **Section 6** “Payments” subsection B of the Original Agreement is hereby amended to replace the language with the following:

“B. Payment for Annual Fees for years 3 through 10 after Final System Acceptance and any extension years will occur annually on the anniversary of Final System Acceptance.”

Except to the extent amended herein, all other provisions of the Agreement remain in full force and effect.

This Second Amendment may be executed in counterparts and/or by facsimile or other electronic means, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one original, which shall be binding upon and effective as to all Parties.

IN WITNESS THEREOF, the parties have executed this Second Amendment on the _____ day of November, 2025.

VENTURA COUNTY TRANSPORTATION COMMISSION

by: _____
Martin Erickson, Executive Director

Approved as to form

by: _____
Lindsay D'Andrea, General Counsel

Attest:

by: _____
Roxanna Ibarra, Clerk of the Board

GMV Syncromatics Corp.

by: _____
Its:

ATTACHMENT 1

Exhibit B-1 "Schedule Services and Fees for Years 8 through 10 after Effective Date and any extension years"

Annual License Fees								
Agency	Fleet Count	Year 8 2025-2026	Year 9 2026-2027	Year 10 2027-2028	Years 8-10 TOTAL NTE	Option Year 11 2028-2029	Option Year 12 2029-2030	Contract Total
Thousand Oaks	12	\$13,092	\$13,092	\$13,092	\$39,276	\$13,092	\$13,092	\$65,460
Kanan Shuttle	3	\$3,273	\$3,273	\$3,273	\$9,819	\$3,273	\$3,273	\$16,365
Moorpark	5	\$5,455	\$5,455	\$5,455	\$16,365	\$5,455	\$5,455	\$27,275
Simi Valley	11	\$12,001	\$12,001	\$12,001	\$36,003	\$12,001	\$12,001	\$60,005
Camarillo	4	\$3,892	\$3,892	\$3,892	\$11,676	\$3,892	\$3,892	\$19,460
Gold Coast Transit	61	\$66,551	\$66,551	\$66,551	\$199,653	\$66,551	\$66,551	\$332,755
Ojai Trolley	5	\$5,455	\$5,455	\$5,455	\$16,365	\$5,455	\$5,455	\$27,275
Valley Express	15	\$11,640	\$11,640	\$11,640	\$34,920	\$11,640	\$11,640	\$58,200
VCTC Intercity	41	\$31,816	\$31,816	\$31,816	\$95,448	\$31,816	\$31,816	\$159,080
		\$153,175	\$153,175	\$153,175	\$459,525	\$153,175	\$153,175	\$765,875

*Licensing fees include an annual allotment of 100,000 SMS messages. Messages in excess of this allotment may be invoiced at Contractor discretion at a rate of \$0.025 per message. The Contractor tracks SMS usage internally and will furnish usage reports upon reasonable request."

Warranty Fees - MDT (Original Equipment)								
Agency	Fleet Count	Year 8 2025-2026	Year 9 2026-2027	Year 10 2027-2028	Years 8-10 TOTAL NTE	Option Year 11 2028-2029	Option Year 12 2029-2030	Contract Total
Thousand Oaks	12	\$8,040	\$8,040	Expired	\$16,080	Expired	Expired	\$16,080
Kanan Shuttle	3	\$2,010	\$2,010	Expired	\$4,020	Expired	Expired	\$4,020
Moorpark	5	\$3,350	\$3,350	Expired	\$6,700	Expired	Expired	\$6,700
Simi Valley	11	\$7,370	\$7,370	Expired	\$14,740	Expired	Expired	\$14,740
Camarillo	4	\$1,760	\$1,760	Expired	\$3,520	Expired	Expired	\$3,520
Gold Coast Transit	52	\$34,840	\$34,840	Expired	\$69,680	Expired	Expired	\$69,680
Ojai Trolley	5	\$3,350	\$3,350	Expired	\$6,700	Expired	Expired	\$6,700
Valley Express	9	\$3,960	\$3,960	Expired	\$7,920	Expired	Expired	\$7,920
VCTC Intercity	41	\$18,040	\$18,040	Expired	\$36,080	Expired	Expired	\$36,080
		\$82,720	\$82,720	\$0	\$165,440	\$0	\$0	\$165,440

Warranty Fees - HUB (New Equipment)								
Agency	Fleet Count	Year 8 2025-2026	Year 9 2026-2027	Year 10 2027-2028	Years 8-10 TOTAL NTE	Option Year 11 2028-2029	Option Year 12 2029-2030	Contract Total
Thousand Oaks					\$0			\$0
Kanan Shuttle					\$0			\$0
Moorpark					\$0			\$0
Simi Valley					\$0			\$0
Camarillo					\$0			\$0
Gold Coast Transit	9			\$3,906.00	\$3,906	\$3,906.00	\$3,906.00	\$11,718
Ojai Trolley					\$0			\$0
Valley Express	6			\$2,604.00	\$2,604	\$2,604.00	\$2,604.00	\$7,812
VCTC Intercity					\$0			\$0
		\$0	\$0	\$6,510	\$6,510	\$6,510	\$6,510	\$19,530

Project Fees								
Item	Count	Year 8 2025-2026	Year 9 2026-2027	Year 10 2027-2028	Years 8-10 TOTAL NTE	Option Year 11 2028-2029	Option Year 12 2029-2030	Contract Total
VCTC - Maintenance Service Plan	1	\$56,511	\$56,511	\$56,511	\$169,533	\$56,511	\$56,511	\$282,555
VCTC Project - Real Time Arrival Signs	33	\$16,236	\$16,236	\$16,236	\$48,708	\$16,236	\$16,236	\$81,180
VCTC Project - RTPI	1	\$14,450	\$14,450	\$14,450	\$43,350	\$14,450	\$14,450	\$72,250
		\$87,197	\$87,197	\$87,197	\$261,591	\$87,197	\$87,197	\$435,985

Equipment Transfers & Fleet Reconciliation								
Item	Count	Year 8 2025-2026	Year 9 2026-2027	Year 10 2027-2028	Years 8-10 TOTAL NTE	Option Year 11 2028-2029	Option Year 12 2029-2030	Contract Total
Equipment Transfers	---	\$252,000	\$264,000	\$300,000	\$816,000	\$300,000	\$300,000	\$1,416,000
Fleet Reconciliations*	---	\$23,590	\$23,590	\$15,969	\$63,148	\$15,969	\$15,969	\$95,085
		\$275,590	\$287,590	\$315,969	\$879,148	\$315,969	\$315,969	\$1,511,085

	Years 8-10			Years 8-10 & Option Years 1-2		
	TOTAL NTE			TOTAL NTE		
NTE Total	\$598,682	\$610,682	\$562,851	\$1,772,214	\$562,851	\$562,851
						\$2,897,915

*Final annual amount will be adjusted upwards or downwards based on actual, annual fleet count in accordance with the per vehicle fees below.

Base Annual Fees Per Vehicle							
CAD/AVL	APC	AVAS	Cellular Data - Bus	Wayside LED	Cellular Data -	IVR/SMS	Smartphone Apps
\$ 629.00	\$ 147.00	\$ 118.00	\$ 197.00	\$ 295.00	\$ 197.00	\$ 7,500.00	\$ 6,950.00

Warranty & Service Plan - MDT - Per Vehicle 25/26 & 26/27				
Warranty - MDT	Warranty - APC	Warranty - AVAS	Warranty - Hub	Maintenance Service Plan
\$ 204.00	\$ 236.00	\$ 230.00	\$ -	\$ 56,511.00

Warranty & Service Plan - HUB - per Vehicle 2027/28 to 2029/30				
Warranty - MDT	Warranty - APC	Warranty - AVAS	Warranty - Hub	Maintenance Service Plan
N/A	\$ 236.00	N/A	\$ 434.00	\$ 56,511.00

ATTACHMENT 2

Exhibit D-1 “Service Level Agreement Installation, Warranty, and Support for Years 8 through 10 after Effective Date and any additional extension years”

INSTALLATION, WARRANTY, AND SUPPORT

If you decide to do business with GMV, we understand that you are entrusting us to provision, install, and responsibly manage the infrastructure that powers critical technology for your transit system. We commit to do so and have established the following installation, warranty, and support policies to uphold this commitment.

1-1. SERVICE LEVEL AGREEMENT AND SUPPORT

Ongoing support is included in the recurring maintenance fees associated with GMV services. Ongoing support includes access to a self-service support portal, product support staff, and software upgrades. There are no per-incident or hidden support charges.

Service level standards for support are outlined in the table below and based on categories of support issues ranging from Level 1 through Level 4, each with tailored approaches to effectively reach resolution.

Issue Severity	Issue Description	GMV Staff Involved	Submission and Response Method	Response Policy
Level 1	System-wide service disruption <i>It's rare but we're prepared</i>	Executive	No submission required Notification posted in app, to GMV Status Page ¹ , and emailed to subscribed users	A notification is posted within one (1) hour of a disruption occurring. Notification updates are posted at least every twelve (12) hours until the issue is fixed.
Level 2	Complex troubleshooting and recurring issues <i>In case we don't resolve an issue quickly or right the first time</i>	Specialist	Issue escalated from Level 3 A specialist intervenes to assist	Complex, recurring, and unique issues are escalated to GMV's most knowledgeable staff. This occurs when an issue requires extensive effort or back-and-forth to resolve.
Level 3	Product questions and technical assistance <i>It's what our dedicated support team's here for</i>	Support	Ticket submission or call A support team member responds	A substantive response will be sent within one (1) business day of the original submission.
Level 4	Requests and other inquiries <i>Ask us anything</i>	Account Manager	Ticket submission or call The appropriate staff member gets in touch	A confirmation that the submission has been received and referred to appropriate staff member within one (1) business day of the original submission.

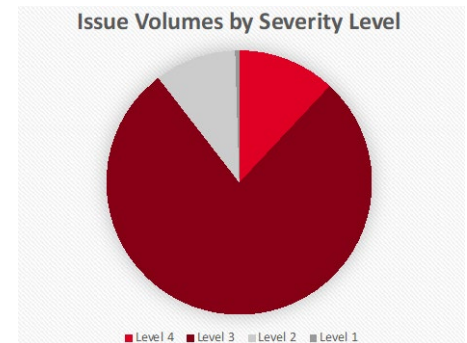
¹ GMV Status Page URL: <https://status.gmvsyncromatics.com/>

GMV endeavors to keep its servers up and running 24x7x365 and avoid service disruptions (Level 1 issue). To do so, alerts and automated system notifications have been designed to reveal potential issues before they occur, engineers remain on-call after hours, and a 24/7 emergency support line is available to

users. As a result, the benchmark for system uptime is in excess of 99%. And only a sliver of the overall number of support issues received by GMV are categorized as Level 1.

Users have access to a 24/7 self-service support portal that includes a Knowledge Base with helpful product documentation and training guides. The portal can also be used to submit support tickets, review previously submitted tickets, and to follow up on currently open tickets. The portal is actively managed to ensure tickets are handled in a timely manner and most tickets are responded to within 24 hours of submission.

Effective support for GMV's intelligent transit system requires a collaborative effort. Issue reports submitted by users may be followed-up with requests for observations related to reported system behavior, explanations of troubleshooting steps attempted, and additional troubleshooting in accordance with real time recommendations made by GMV staff or as outlined in GMV's product support documentation (e.g., troubleshooting binder).



1-2. HARDWARE WARRANTY

GMV offers a 1-year standard warranty on all hardware except the Hub which carries a 2-year standard warranty. The warranty includes parts and shipping in the event of a defective unit. GMV can provide, upon request, pricing for extended warranty on most systems.

The warranty does not cover damage found to be the result of external causes such as misuse, abuse, accident, natural disasters, acts by third parties, or negligence (e.g., liquids spilled on equipment, exposure to rain, or damage caused to equipment during the return). Standard warranties come at no additional cost with the equipment and are relative to the date of installation unless otherwise specified.

If a hardware issue is reported and troubleshooting procedures prove unsuccessful then steps will be initiated (as outlined in the table below), based on the warranty status of the malfunctioning equipment, to ensure replacement equipment is made available.

Equipment Warranty Status	Replacement Equipment Procedures
Covered (Standard or Extended)	A Return Merchandise Authorization ("RMA") will be processed. Replacement equipment will ship within two (2) business days* from the date of authorization, with delivery scheduled no more than five (5) business days from the date of authorization. <i>*Shipping delays will be communicated as soon as they are known and generally within the first two (2) business days from the date of authorization</i>
Out-of-Warranty	A quote for replacement equipment will be provided. Replacement equipment will ship within two (2) business days from the date that the PO or equivalent form of purchase authorization is received.

1-3. SERVER BACKUPS

GMV's servers are housed in a secure server facility that is home to several thousand servers; it draws power and communications from a large, well-known network communications hub. The facility has multiple redundant power supplies and a 24x7 Network Operations staff. For these reasons, a high degree of confidence is placed on the reliability of the server infrastructure.

GMV's backup schedule is as follows:

- Every 24 hours, the entire structure of the system and all data with the exception of historical position and stop data is backed up inside the data center to at least 2 backup mediums.
- Every 24 hours this backup is transferred over the high-speed network to an online backup repository in a different region (to mitigate geographical risk).

Every 72 hours' historical data is backed up in the same fashion above (2 local backup mediums, 1 offsite backup) and uploaded offsite. The schedule is longer because this is a substantially large amount of data to transfer and may take 48-72 hours to complete the offsite upload.

ATTACHMENT 3

Exhibit E “Maintenance Service Plan for Years 8 through 10 after Effective Date and any additional extension years”

Scope of Services

The Contractor will provide the Agency with a Maintenance Service Plan (“MSP”) which augments standard support services with ongoing project management and onsite maintenance support for the Contractor’s systems. The MSP includes the following services:

1. Recurring Onsite Service Visits

- The Contractor will provide five (5) service days of onsite service per month, scheduled in coordination with Agency staff.
 - One site serviced per day, with the option to add additional nearby sites if time allows.
 - Service days may be deferred to the following month through mutual written agreement between Contractor and Agency. Deferred days may only be applied to the immediately subsequent month.
- Services performed during onsite visits may include the following, listed in priority order:
 - Troubleshooting and diagnosing reported equipment issues, and performing repairs as appropriate, including warranty part replacement and validation of repaired vehicles.
 - Applying software and firmware updates, as available.
 - Performing inspections, validations, and preventative maintenance on Contractor provided hardware — including those that received repairs — such as checking cables, cleaning connectors, and running diagnostic checks.
 - Providing informal refresher training or knowledge transfer to maintenance staff, as needed.

2. Hardware Repair & Replacements

- For warranty-covered hardware, Contractor will troubleshoot, repair, or replace faulty or malfunctioning hardware, as outlined in Section 10 of the Agreement.
- For out-of-warranty hardware:
 - Contractor will make reasonable efforts to troubleshoot and repair. If unsuccessful, and Agency has spare inventory available, Contractor will replace the malfunctioning part from spare inventory.
 - If spare inventory is unavailable, the Contractor’s Project Manager will notify the Agency of the fault and provide a quote for the replacement part.
- Any non-warranty replacement parts will only be procured with prior approval from the Agency.

3. Project Management and Reporting

- A dedicated Project Manager will serve as the Agency's primary point of contact for MSP services.
- The Project Manager will coordinate the following:
 - Onsite service visits.
 - Regular communication with Contractor's designated staff.
 - Delivery of a daily summary of work performed each business day following onsite service.
 - Delivery of a monthly report of service activities, including but not limited to:
 - Additional findings based on the result of troubleshooting and repairs made during recent service visits.
 - Any work outstanding and list of vehicles unable to be serviced.
 - Final validation of vehicles that have been recently serviced.

4. Agency Responsibilities

- The Agency is responsible for identifying vehicles or equipment requiring service and communicating those needs to the Contractor in reasonable advance of scheduled visits.
- The Agency is responsible for providing requested vehicles with reported issues at the start of each scheduled service day, to avoid idle time and ensure service efficiency.

5. Exclusions

- The MSP is supplemental to, and does not replace, GMV's standard support services, which require the Agency to submit support tickets with details of equipment malfunctions and perform first-level troubleshooting.
- The Contractor is responsible for installation, troubleshooting, and maintenance of equipment it supplies (including third-party devices supplied by the Contractor). Equipment supplied by the Agency or its other vendors - including fare readers and associated systems - is outside the Contractor's scope unless mutually agreed by the Parties.
- Any services beyond those expressly defined above must be agreed to in writing by the Parties.