

**THIRD AMENDMENT TO THE NOVEMBER 12, 2015  
ROUTEWARE MASTER AGREEMENT**

This Third Amendment to the November 12, 2015, Routeware Master Agreement, Routeware Contract # 000123-R2, Agreement for Products and Services (this “Third Amendment”) is made this \_\_\_\_ day of \_\_\_\_\_ 2024, by and between Routeware, Inc., a Delaware corporation (“Contractor”) and the City of Killeen, Texas, (the “City”). The City and Contractor may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

**RECITALS**

A. WHEREAS, the City and Contractor entered into an Agreement for Products and Services dated November 12, 2015, (the “Agreement”) by which Contractor agreed to provide and the City agreed to pay for the Contractor’s Hardware, Software and Subscription Support Services (the “Services”) and incorporated herein by reference; and

B. WHEREAS, the Parties executed a First Amendment dated March 11, 2019, Routeware Order # 2447-R0, (“First Amendment”) to extend the Agreement Term and applicable annual increase costs and incorporated herein by reference; and

C. WHEREAS, the Parties executed a Second Amendment dated December 16, 2021, Routeware Order #FL03-21, (“Second Amendment”) to extend the Agreement Term and applicable annual increase costs and incorporated herein by reference; and

D. WHEREAS, the Parties wish to amend the Agreement to extend the Term period of Services for a specific number of months, to be selected from the Options listed below;

NOW THEREFORE, in consideration of the promises and obligations set forth below, the Parties agree to amend the Agreement as follows:

1. The Parties agree to extend the Term period of Services beginning on January 1, 2025 for a period of sixty (60) months as detailed on Routeware Order Q-07586, attached as Exhibit A and incorporated herein. In consideration of the promises and obligations set forth below, the Parties agree to amend the Agreement as follows:

<b>Number of Months in Recurring Subscription</b>	<b>Amount of Annual Increase</b>	<b>Monthly Subscription Fee – First 12 Months</b>	<b>Annual Subscription Fee – First 12 Months</b>
January 1, 2025 - December 31, 2025	5%	\$7,002.74	\$84,032.88

January 1, 2026 - December 31, 2026	5%	\$7,353.07	\$88,236.84
January 1, 2027 - December 31, 2027	5%	\$7,720.70	\$92,648.40
January 1, 2028 - December 31, 2028	5%	\$8,106.92	\$97,283.04
January 1, 2029 - December 31, 2029	5%	\$8,512.30	\$102,147.60

2. Except as amended herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties to this Third Amendment have caused it to be executed by their authorized officers as of the day and year first above written.

It is agreed and warranted by the Parties that the individuals signing this Third Amendment on behalf of the respective Parties are authorized to execute such an agreement.

ROUTEWARE, INC.

CITY OF KILLEEN

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

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

Name: \_\_\_\_\_  
Print

Name: \_\_\_\_\_  
Print

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

EXHIBIT A



Order Form

Routeware, Inc.

16525 SW 72nd Ave  
Portland, Oregon 97224  
United States

Phone: (503) 908-8500  
Email: info@routeware.com

Order #: Q-07586-1  
Agreement Term: 60 Months  
Offer Good Through: 10/10/2024

**HGAC Contract #FL03-21  
Amendment #3**

**Ship To**  
Vinson L. Curtis  
City of Killeen - TX  
Solid Waste Dept  
2003 Little Nolan Rd  
Killeen, Texas 76542  
United States  
(254) 501-6376  
vcurtis@killeentexas.gov

**Bill To**  
City of Killeen - TX  
2003 Little Nolan Rd  
Killeen, Texas 76542  
United States

SALESPERSON	PHONE	EMAIL	PAYMENT TERMS
Lisa Seitz	(503) 330-5735	lseitz@routeware.com	Net 30

**Statement of Confidentiality & Non-Disclosure**

This document contains proprietary and confidential information. All information and data submitted to City of Killeen - TX is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with Routeware, Inc. The recipient of this document agrees to inform present and future employees of City of Killeen - TX who view or have access to its content of its confidential nature. The recipient agrees to instruct each employee that they must not disclose any information concerning this document to others except to the extent that such information is generally known to, and is available for use by, the public. The recipient also agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without Routeware, Inc.'s express written consent.

Routeware, Inc. retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing materials, and multi-media.

BY ACCEPTANCE OF THIS DOCUMENT THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT

## Recurring Subscriptions

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Cloud Hosting	Per Month	1	USD 770.18	USD 770.18
Routeware Control Center Support	Per Month	1	USD 329.18	USD 329.18
OBC Support Fee	Per Month	55	USD 81.38	USD 4,475.90
Monthly Service Fee - Spare Units	Per Month	2	USD 81.38	USD 162.76
Picture Service Fee	Per Month	44	USD 8.40	USD 369.60
Cellular Data Charge (RD)	Per Month	55	USD 15.75	USD 866.25
<b>Recurring Subscriptions Total:</b>				<b>USD 6,973.87</b>

### Payment Terms -

Software Fees are invoiced thirty (30) days after the Contract Start Date Order (the "Effective Service Date").

Recurring Subscriptions shall be invoiced quarterly in advance, commencing on the Effective Service Date and on each successive anniversary thereof.

The annual rate increase for the Recurring Fees shall not exceed five percent (5%) during the sixty (60) month Initial Term.

### Terms & Conditions Information

This Order and all products and services herein are subject to and limited to the terms and conditions located at <https://www.routeware.com/Clients>. Any purchase orders issued in response to this Order, will be deemed acceptance of such terms.

<https://www.routeware.com/Clients>

Password: RWClient1!

Prices are exclusive of any federal, state, or local taxes. The customer is responsible for all federal, state, and local taxes.

This system requires a specific server to operate Routeware software, which may need to be purchased separately.

This system requires cellular connectivity for each vehicle which may need to be purchased separately.

If route sequencing by Routeware is a requirement, additional professional services fees may apply.

On-Board Computer software is sold as a perpetual license, allowing the license to be activated on replacement hardware.

Any lapse in support voids perpetual license.

**Pricing does not include freight cost or travel expenses, which will be invoiced as they are incurred.**

**Routeware Service/Equipment**

	<b>12mo</b>		<b>24mo</b>		<b>36mo</b>		<b>48mo</b>		<b>60mo</b>	
On-board computer (OBC) support fee - per unit, per mo. (FY 25 37 Res./18 Com.)	\$ 84.53	\$ 4,649.15	\$ 88.76	\$ 4,881.61	\$ 93.19	\$ 5,125.69	\$ 97.85	\$ 5,381.97	\$ 102.75	\$ 5,651.07
OBC Support Spare - 2	\$ 81.38	\$ 162.76	\$ 85.45	\$ 170.90	\$ 89.72	\$ 179.44	\$ 94.21	\$ 188.42	\$ 98.92	\$ 197.84
Picture system fee - per unit, per mo. (FY 25 37 Res./18 Com.) Billing states	\$ 8.93	\$ 392.92	\$ 9.38	\$ 412.57	\$ 9.85	\$ 433.19	\$ 10.34	\$ 454.85	\$ 10.85	\$ 477.60
Cellular Contract - per modem, per mo. (FY 25 37 Res./18 Com.)	\$ 15.00	\$ 825.00	\$ 15.75	\$ 866.25	\$ 16.54	\$ 909.56	\$ 17.36	\$ 955.04	\$ 18.23	\$ 1,002.79
Cloud Hosting - mo.	\$ 799.05	\$ 799.05	\$ 839.00	\$ 839.00	\$ 880.95	\$ 880.95	\$ 925.00	\$ 925.00	\$ 971.25	\$ 971.25
Back Office Support fee - mo.	\$ 341.78	\$ 341.78	\$ 358.87	\$ 358.87	\$ 376.81	\$ 376.81	\$ 395.65	\$ 395.65	\$ 415.44	\$ 415.44
<b>Monthly Totals</b>		\$ 7,170.66		\$ 7,529.19		\$ 7,905.65		\$ 8,300.94		\$ 8,715.98
<b>Quarterly Billing Totals</b>		\$ 21,511.98		\$ 22,587.58		\$ 23,716.96		\$ 24,902.81		\$ 26,147.95
<b>Annual Support Totals</b>		\$ 86,047.92		\$ 90,350.32		\$ 94,867.83		\$ 99,611.22		\$ 104,591.78