

Support Addendum to Routeware Master Agreement



Customer: City of Killeen, TX	Premium units: 42 Basic units: 12	Support Commitment Term Amount Expressed as per unit, per month		
	Annual Support Period	3 Year	4 Years	5 Years
	Year 1: 01/01/2019 – 12/31/2019	\$66.00	\$65.50	\$65.00
Routeware Master Agreement dated 11/12/2015 (and all related exhibits, schedules, addenda and amendments to date) ("Agreement")	Year 2: 01/01/2020 – 12/31/2020	\$69.00	\$67.50	\$66.50
	Year 3: 01/01/2021 – 12/31/2021	\$72.00	\$69.50	\$68.00
	Year 4: 01/01/2022 – 12/31/2022		\$71.50	\$69.50
	Year 5: 01/01/2023 – 12/31/2023			\$71.00
	<i>Please Initial Selected Commitment →</i>			

This Addendum is made as of _____, 2019 ("Effective Date") by and between Routeware, Inc., having offices at 16575 SW 72nd Ave, Portland, Oregon 97224 ("Routeware") and the above-named **Customer**, and as of the Effective Date amends the Agreement by and between the parties as it relates to support for all software products licensed to Customer under the Agreement ("Software").

1. **Support Commitment.** Customer agrees to purchase support services for the Software for the fees specified above during the Commitment Term. Routeware will invoice Customer for the applicable support fee prior to the commencement of each quarterly support period. The support fee for each quarterly support period is due on or before the commencement of the quarterly support period. The support fees listed above apply only to Customer's Software as of the Effective Date. Not more than once each year, Routeware will have the right to perform an audit to verify that Customer is using the Products in compliance with the Agreement. That audit will be performed during normal business hours upon not less than 15 days' prior written notice to Customer. That audit will be conducted at Routeware's sole cost and expense and will be subject to reasonable security and access restrictions. If an audit conducted under this Section discloses that Customer has underpaid by more than 5% any amounts payable under the Agreement or this Addendum during the period covered by the audit, Customer will pay Routeware the amount of that underpayment and, in addition, will reimburse Routeware's reasonable and actual costs for that audit. Support is provided for currently-supported releases and operating platforms.

2. **Other Charges.** All pricing for RBO, Cloud Hosting, Camera System Fee, Video System Fee, Cellular Data Plan HD, Cellular Data Plan RD, and Basic Support Fee may be increased each year starting on January 1st for the entirety of the Support Commitment Term selected above. This increase will be limited to 4% or the most recent annualized increase in the Personal Products Index (PPI), whichever is higher. Pricing as of 01/01/2019 is \$266.94 and \$625.00 per month and \$6.00, \$30.00, \$30.00, \$15.00, \$29.99 per month, per unit respectively.

3. **Conditions.** All support pricing set forth herein is conditioned upon: (i) Customer using currently-supported releases of the Software on a platform/operating system that is then-currently supported by Routeware and the platform/operating systems' vendor(s); (ii) Customer continuing to subscribe to such support on an uninterrupted basis; and (iii) Customer's usage not exceeding the number of licensed units as of the Effective Date. All fees are shown in \$US and are exclusive of taxes.

4. **Early Termination.** Customer may terminate support for the Software during the Commitment Term with sixty (60) days' written notice to Routeware, provided that Customer shall be obligated to immediately pay to Routeware one hundred percent (100%) of the support fees for the balance of the Commitment Term unless such termination was the result of a material breach of this Addendum by Routeware that was not cured during the cure period described in the Agreement. Routeware shall have the right to retain (without refund to Customer) all support fees previously paid by Customer to Routeware pursuant to this Addendum.

5. **Future Support Fees.** After the Commitment Term, support for the Software will automatically renew in one-year increments unless either party gives the other party notice of nonrenewal at least thirty (30) days prior to the expiration of the existing support period. Routeware will notify Customer of the applicable annual support fee at least thirty (30) days prior to the expiration of the existing support period. Should Customer terminate support and then later opt to subscribe again, Customer must pay a support fee equal to one hundred fifty percent (150%) of then current rates for the lapse period.

This Addendum supersedes all prior understandings and agreements by the parties relating to support of the Software under the Agreement. In the event of a conflict between the terms and conditions of the Agreement and in this Addendum, the terms of this Addendum will control. All other terms and conditions of the Agreement remain in full force and effect. This offer expires if not signed by Customer and returned to Routeware by **February 15, 2019**.

City of Killeen, TX

Routeware, Inc.

By: _____

By: _____

Name: _____

Name: Shanna Peralta

Title: _____

Title: Secretary

Date: _____

Date: 01/11/2019