

Addendum to Agreement
for
Solid Waste Fleet/Route Management System

This Renewal is entered into by and between the **City of Billings, Montana** ("City") and **Routeware, Inc.** ("Contractor").

Whereas, the parties entered into a contract for **Solid Waste Fleet/Route Management System** dated **February 11th, 2016** ("Contract"); and

Whereas, the current Contract expires on **February 11th, 2021**; and

Whereas, the parties desire to renew the Contract for an additional three-year term; and

Whereas, the parties desire to increase the total contract amount; and

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. The Contract is hereby renewed for a three-year term effective _____, **2022**.
2. All other terms and conditions of the original agreement shall remain in full force and effect according to the provisions thereof.

Services

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
EasyRoute Professional Services Engagement	Each	1.00	USD 43,900.00	USD 43,900.00
*Separate quote + SOW signature needed.			Services TOTAL:	USD 43,900.00

Support Fees

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
OBC Support Fee	Per Month	54.00	USD 72.00	USD 3,888.00
4664 HERE Road Network	Per Month	30.00	USD 3.75	USD 112.50
Cellular Data Charge (HD)	Per Month	15.00	USD 30.00	USD 450.00
Monthly Service Fee - Spare Units	Per Month	1.00	USD 72.00	USD 72.00
Picture Service Fee	Per Month	40.00	USD 7.50	USD 300.00
Picture Service Fee	Per Month	8.00	USD 12.00	USD 96.00
Picture Service Fee	Per Month	6.00	USD 15.00	USD 90.00
Routeware Control Center Support	Per Month	1.00	USD 544.00	USD 544.00
EasyRoute Support	Per Month	1.00	USD 794.56	USD 794.56
			TOTAL:	USD 6,347.06

Statement of Confidentiality & Non-Disclosure

This document contains proprietary and confidential information. All information and data submitted to City of Billings 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 Global. The recipient of this document agrees to inform present and future employees of City of Billings 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 Global's express written consent.

Routeware Global 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

Terms & Conditions Information

This Order and all products and services herein are subject to and limited to the terms and conditions contained in Routeware's Master Terms 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> Username: routeware 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.

Project Terms:

The hours included in the accompanying Statement of Work represent our best estimate of hours required for the Project, based on our experience. All timeline estimates are based on the information provided to us to-date, including your system requirements and resource allocations. It does not account for presently unknown circumstances that create uncertainty. These include, for example, your level of participation, complexity of your processes and requirements, unknown system and data elements, changes in scope of work, changes in assumptions, delays caused by you or third parties, or other conditions outside of our reasonable control. We will notify you if we expect to exceed timeline estimates.

We will work with your Project Manager to help manage the scope of the Services within the estimate provided. If we determine there has been a change in or unsuccessful completion of responsibilities or assumptions set forth in this Proposal, a change order may be required. In addition, any Project changes, including to address unknown circumstances, additional work requested by you or changed requirements, will require a Change Order. Change Orders may also impact the Project timeline.

City of Billings, Montana

By: _____

Title: _____

Date: _____

Contractor

By: _____

Title: _____

Date: _____
