

## Amending Agreement

This Amending Agreement (the "**Amendment**") is entered into and made effective September 13, 2024 (the "**Effective Date**"), between:

**The City of Riverside** (hereinafter called the "**Customer**")

-and-

**RouteMatch Software, LLC** (hereinafter called "**RouteMatch**")

**WHEREAS** the RouteMatch (as it was known then as RouteMatch Software, Inc.) and Customer executed a Software License and Services Agreement dated January 14, 2006, including any and all prior amendments, change orders or addendums thereto, for the purchase of certain Software and Services, (the "**Agreement**");

**AND WHEREAS** RouteMatch is a wholly owned subsidiary of Trapeze Software Group, Inc.;

**AND WHEREAS** the Customer's Services and the Term of the Agreement have subsequently renewed for successive 12-month Renewal Term periods on the anniversary date of 'Go Live', in accordance with section 1 (b) (3);

**AND WHEREAS** the parties wish to rectify any fee payment discrepancies for previous Renewal Terms;

**AND WHEREAS** the Customer wishes to alter the length of the current Renewal Term;

**NOW, THEREFORE, IN CONSIDERATION** of the mutual promises and covenants set forth below, the parties hereby agree as follows:

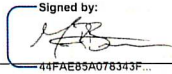
1. Customer is currently in possession of RouteMatch invoice numbered RMSMA1597, totaling **\$130,117.25**, for the Renewal Term starting July 1<sup>st</sup>, 2023, and ending June 30<sup>th</sup>, 2024 (the "**Previous Renewal Term**"). As of the Effective Date this invoice remains unpaid. Within thirty (30) days of the Effective Date, Customer hereby agrees to pay to RouteMatch \$130,117.25 for the Services provided during the Previous Renewal Term. For clarity this payment, and all subsequent payments to be made under this Amendment, shall be made to Trapeze Software Group, Inc., RouteMatch's parent company.
2. Notwithstanding anything to the contrary under the Agreement, the parties agree that Customers current Renewal Term shall have begun on July 1<sup>st</sup>, 2024, and shall end seven (7) months thereafter on January 31<sup>st</sup>, 2025 (the "**Abridged Renewal Term**").

3. Customer agrees to pay to Routematch **\$71,727.13** for the Abridged Renewal Term. RouteMatch agrees to invoice Customer on a month-to-month basis for the duration of the Abridged Renewal Term at a rate of **\$11,954.52** per month. Payment Terms for all invoices are unchanged. For clarity, Customer may disregard RouteMatch invoice numbered RMSMA2800, which covers the same Abridged Renewal Term.
4. In the event that Customer does not deliver payment to Routematch for the Previous Renewal Term within thirty (30) days of the Effective Date in accordance with section 1 of this Amendment, the parties agree that the fees for the Abridged Renewal Term will be subject to a 10% increase, in consideration of RouteMatch providing the Abridged Renewal Term on a month-to-month basis. Notwithstanding anything to the contrary, in no way shall Customers' obligations to pay the fees for the Previous Renewal Term, or for the Abridged Renewal Term be affected by this Agreement.
5. In the event that Customer wishes to extend its Services beyond the Abridged Renewal Term, Customer must provide RouteMatch with a written request that the Customer wishes to extend its Services thirty (30) days in advance of the expiry of the Abridged Renewal Term. The Customer acknowledges and agrees that the monthly fees for Services beyond January 31<sup>st</sup>, 2025 shall be subject to RouteMatch's then current pricing.
6. Unless the service period is extended in accordance section 5 above, the parties agree that the Agreement will terminate January 31<sup>st</sup>, 2025 (the "**Termination Date**"). As of the Termination Date, the Customer shall no longer have any rights of use to the Services and shall cease all use of the same. For clarity, RouteMatch shall have no further obligations or liability to Customer as of the Termination Date.
7. Capitalized terms not defined in this Amendment shall have the meaning as defined in the Agreement. All other provisions of the Agreement, as modified, continue in full force and effect.
8. This Amendment may be executed in any number of counterparts, including counterparts signed by fax or electronic mail, each of which shall be deemed an original and all of which together shall constitute one in the same instrument. A photocopied, fax and/or electronic mail copy of this Amendment bearing the signature of each party, in a single document or counterparts thereof as provided herein, shall be deemed an original execution version of this Amendment.

9. The recitals hereto form an integral part of this Amendment.

**ROUTEMATCH SOFTWARE, LLC.**

**THE CITY OF RIVERSIDE**

Signature:  \_\_\_\_\_  
Signed by:  
44FAE89A078343F...

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

Name:                     Matt Behmer                    

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

Title:                     Matt Behmer                    

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

Date:                     12/4/2024                    

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

CERTIFIED AS TO FUNDS AVAILABILITY:

BY:  \_\_\_\_\_  
                    ASSISTANT CHIEF FINANCIAL OFFICER

APPROVED AS TO FORM

BY:  \_\_\_\_\_  
                    Deputy City Attorney