

**ROUTEWARE**  
Maintenance Agreement

Customer Name: Lexington-Fayette Urban County Government	# of Units	137		
	Annual Maintenance Period	Maintenance Commitment Term Amount Expressed as per Rcore license/per month		5 Years
	Year 1: 01/1/2013 – 12/31/2013		Maintenance cost per unit	\$78,912.00
	Year 2: 01/1/2014 – 12/31/2014		\$48	\$87,132.00
	Year 3: 01/1/2015 – 12/31/2015		\$53	\$101,928.00
	Year 4: 01/1/2016 – 12/31/2016		\$62	\$106,860.00
	Year 5: 01/1/2017 – 12/31/2017		\$65	\$113,436.00
	Total Cost (assuming no change in number of units)		\$69	\$488,268.00

This Addendum is made as of \_\_\_\_\_, 2013 ("Effective Date") by and between Routeware, Inc., having offices at 3003 SW 153<sup>rd</sup> Drive Beaverton, Oregon 97006 ("Routeware") and the above-named Customer, as it relates to maintenance and support for all Rcore, DMS 5000, DMS 3000, Homeport, and RBO software products ("Software"). The total number of applicable units as of the effective date of this Addendum is 137 units.

1. **Maintenance Commitment.** Customer agrees to purchase maintenance services for the Software for the fees specified above during the Commitment Term selected above. Routeware will invoice Customer for the applicable maintenance fee prior to the commencement of each annual maintenance period. The maintenance fee for each annual maintenance period is due on or before the commencement of the annual maintenance period. The maintenance 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. Maintenance is provided for currently-supported releases and operating platforms.

2. **Future Maintenance Fees.** After the Commitment Term, maintenance for the Software will automatically renew for subsequent annual terms unless either party gives the other party notice of nonrenewal at least sixty (60) days prior to the expiration of the existing maintenance period. Fees for renewal periods will be calculated based on the maintenance fee billed to Customer for the immediately preceding year, increased by not more than five percent (5%) plus the most recent annualized increase, if any, in the Employment Cost Index). Routeware will notify Customer of the applicable annual maintenance fee at least sixty (60) days prior to the expiration of the existing maintenance period. Should Customer terminate maintenance and then later opt to subscribe again, Customer must pay a maintenance fee to cover all interim periods at then current rates.

3. **Conditions.** All maintenance 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 maintenance 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.

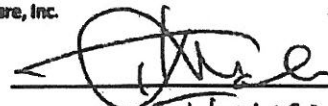
4. **Early Termination.** Customer may terminate maintenance for the Software during the Commitment Term with sixty (60) days' written notice to Routeware, provided that Customer shall be obligated to immediately pay to Routeware one hundred percent (100%) of the maintenance fees for the balance of the Commitment Term. Routeware shall have the right to retain (without refund to Customer) all maintenance fees previously paid by Customer to Routeware pursuant to this Agreement

This Agreement supersedes all prior understandings and agreements by the parties relating to maintenance of the Software. This offer expires if not signed by Customer and returned to Routeware by February 28, 2013.

Lexington-Fayette Urban County Government

Routeware, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By:   
Name: Thomas Malone  
Title: CEO  
Date: 2-8-13