

## **FIRST AMENDED AND RESTATED SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT**

This FIRST AMENDED AND RESTATED SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT (hereinafter "First Amended Agreement") is made and entered into this 31 day of July, 2017 by and between the City of Lee's Summit, Missouri, a Municipal Corporation organized and existing under the Constitution and laws of the State of Missouri (hereinafter "City") and FDM Software, Ltd., a British Columbia corporation, (hereinafter "FDM.") Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Original Agreement, as defined below.

WITNESSETH:

WHEREAS, City and FDM entered into a Support and Maintenance Agreement dated April 7, 2014 (hereinafter "Original Agreement") which governed the provision of Customer Support and Maintenance Services by FDM to City; and,

WHEREAS, Schedule B of the Original Agreement identifies the software Modules that are covered by the Original Agreement; and,

WHEREAS, Schedule C of the Original Agreement identifies the costs imposed upon City for provision of the Customer Support and Maintenance Services provided by FDM for the software Modules identified in Schedule B; and,

WHEREAS, FDM and City are, contemporaneous to this First Amended Agreement, entering into an Agreement for Services for Automatic Vehicle Location and Closest Unit Recommendation Software, which will provide licenses and implementation services to City for the Automatic Vehicle Location (AVL) and Closest Unit Recommendation (CUR) modules; and,

WHEREAS, City will require continued Customer Support and Maintenance Services for the new AVL and CUR modules, and, in response to this need, City and FDM have negotiated terms and conditions for future support and maintenance of the AVL and CUR modules, which will be in addition to and require modification of the language contained in Schedules B and C to the Original Agreement; and,

WHEREAS, City and FDM wish to modify the terms and conditions of the Original Agreement; and,

WHEREAS, FDM is the only qualified entity able to provide Customer Support and Maintenance Services due to the proprietary nature of the products that are licensed to City.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. Schedule B of the Original Agreement is hereby amended to include the following software Modules to the list of Licensed Modules:

- CAD Modules:
  - Automated Vehicle Location (AVL) module
  - Closest Unit Recommendation (CUR) module

2. That Schedule C of the Original Agreement is hereby amended to include the following annual fees to be applicable to the Modules identified in Section 1, above, which are incorporated into the annual support costs as identified herein:

<u>Module</u>	<u>Annual Support Fee</u>
Automated Vehicle Location (AVL)	\$1,000.00
Closest Unit Recommendation (CUR)	\$2,000.00

<u>Fixed Annual Support Year</u>	<u>Annual Increase</u>	<u>Annual Support Fee</u>
2017		\$71,768.61
2018	\$1,435.37	\$73,203.98

3. That all other provisions of the Original Agreement not inconsistent with the modifications contained in Sections 1 and 2, above, shall remain in full force and effect.

4. This Agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

CITY OF LEE'S SUMMIT, MISSOURI

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

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Office of the City Attorney

FDM Software, Ltd.

DocuSigned by:

*Katherine Dunn*

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Vice President and General Counsel

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date