

February 16, 2022

Mike Pegus  
City of Aurora  
350 N River St  
Aurora, IL 60506

Dear Mr Pegus,

The following Order Agreement confirms the agreed upon deal terms between NetMotion Software, Inc. ("NetMotion") and City of Aurora ("Company"), concerning the 3-year subscription agreement for NetMotion Mobility Subscription software licenses and the purchase of one-time services and training related, commencing from the Effective Date of contract execution and ending on March 8<sup>th</sup>, 2025 (the "Term").

### **City of Aurora Commitments**

City of Aurora agrees to purchase Subscription licenses of the NetMotion Complete product per the discounted pricing terms and payment schedule listed below. All Purchase Orders (PO) must be received by NetMotion from an authorized NetMotion reseller, per the terms outlined below.

- March 9<sup>th</sup> 2022 – \$111,805.00 (includes 1,200 licenses + one-time Professional Services + one-time training)
- March 9<sup>th</sup> 2023 – \$97,920.00 (includes 1,200 licenses)
- March 9<sup>th</sup> 2024 – \$97,920.00 (includes 1,200 licenses)

### **Termination**

City of Aurora can elect to terminate the agreement at the end of the Term or after all payments have been paid in full. City of Aurora's obligation under this agreement shall survive any termination or breach by City of Aurora and is fully obligated to finalize the payment schedule listed above.

### **NetMotion Software Responsibilities**

NetMotion agrees to provide City of Aurora the following:

- 1,200 licenses of NetMotion Complete for \$6.80 per license, per month.
- 24 X 7 Technical Support
- Major and minor version upgrades

## City of Aurora Add-on Orders

Should City of Aurora wish to purchase additional subscription licenses beyond the initial licenses, the cost will be fixed at \$6.80 per month, per license.

All additional licenses will sync to the existing subscription licenses and be cotermed to March 8<sup>th</sup>, 2025. All Purchase Orders (PO) must be received by NetMotion from an authorized NetMotion reseller.

Provided that the above captures the agreed upon terms, please print, sign, date and return to my attention at [SGatoff@absolute.com](mailto:SGatoff@absolute.com). I will promptly sign and return to you at [peguesm@aurora.il.us](mailto:peguesm@aurora.il.us) to indicate full execution of this agreement

Once executed by both parties, the Order Agreement shall be binding and enforceable upon the parties and shall supersede any other oral or written agreements between the parties. This Agreement is governed by and shall be construed under the laws of the State of Washington.

Please don't hesitate to contact me should you require any further assistance. We look forward to your continued partnership and support.

Best regards,

Steven Gatoff  
Chief Financial Officer  
Absolute Software (parent company of NetMotion Software, Inc.)

**COMPANY:****City of Aurora**

By: \_\_\_\_\_

Name: Jolene Coulter

Title: Director of Purchasing

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

**NETMOTION:****Absolute Software (parent company of NetMotion Software, Inc.)**

By: \_\_\_\_\_

Name: Steven Gatoff

Title: Chief Financial Officer

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