



ADDENDUM A:

The Master Services Agreement between Polar Systems, Inc. and City of Oregon City has been amended as follows.

EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS READ AND AGREES TO BE BOUND BY THIS AGREEMENT (INCLUDING THE ATTACHED TERMS AND CONDITIONS AND SCHEDULES) AND IS AUTHORIZED TO EXECUTE THIS AGREEMENT.

Polar Systems, Inc.

Client: _____

By: _____

By: _____

Print Name and Title

Print Name and Title

Date: _____

Date: _____

POLAR SYSTEMS MASTER SERVICES AGREEMENT TERMS AND CONDITIONS ADDENDUM

3. Fees and Payment

- (b) Rates; Block Time; On-Site Services. Unless otherwise agreed in a Schedule, Polar Systems' standard rates will apply to Services, with time billed in **15 minute** increments. Client may acquire in advance a block of hours ("**Block Time**") to use to pay for Services. Trip charges are applicable on all on-site engagements unless otherwise specified. The minimum charge for any on-site engagement is based on a two (2) hour visit plus Polar Systems' then-current trip charges
- (c) Terms. Unless agreed in a Schedule, all invoices are due within **thirty (30)** days after the invoice date. All payments under this Agreement shall be made in United States dollars and are non-refundable. Late payments are subject to interest at the rate of eighteen (18) percent annually, or the maximum amount allowed by applicable law if lower, calculated from the date when payment becomes overdue until payment is made. Client agrees to pay costs of collection, including reasonable attorney's fees, associated with the collection of overdue amounts hereunder by Polar Systems. Client's agreement to any Schedule constitutes a valid purchase order for the Services associated with that Schedule including any additional Services performed related to but outside the scope of that Schedule. Invoice terms are subject to Client credit approval.

5. Term; Termination.

- (a) Term. This Agreement is a master agreement and remains in place unless and until terminated as set forth herein. Each Schedule will specify its own term. If there are no active Schedules in place between the parties, then either party may terminate this Agreement by providing at least ten (10) days written notice of termination to the other party.

If Client terminates this Agreement or a Schedule without cause, or if Polar Systems terminates this Agreement or a Schedule due to Client's material breach, then: (i) Client shall pay a penalty fee in the amount of the lesser of three (3) months of the most recent PolarStar monthly invoice (including all Schedules), or a fee in the amount of the most recent PolarStar monthly invoice (including all Schedules) multiplied by the number of months remaining on the Agreement or Schedule, and (ii) Client shall pay to Polar Systems all pre-paid, documented out of pocket expenses incurred by Polar Systems in reliance on the terminated Services. All fees become immediately due and payable by Client to Polar Systems as damages, without any further demand by Polar Systems.