



Contract Number

24-784 A-2

SAP Number

Purchasing Department

Department Contract Representative	Michael Reyna
Telephone Number	(909) 387- 2233
Contractor	WorkWave LLC
Contractor Representative	Yasser Barr
Telephone Number	(732) 605-6732
Contract Term	August 20, 2024 until expiration or termination of all order forms or termination by either party
Original Contract Amount	Non-financial
Amendment Amount	N/A
Total Contract Amount	Non-financial
Cost Center	

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 2

This Amendment No. 2 (Amendment) dated August 19, 2025 is made by and between WorkWave, LLC (WorkWave), and San Bernardino County (County) and modifies the terms to WorkWave online Master Service Agreement executed between the parties as of August 20, 2024 (Contract) for the continuation of WorkWave LLC for RouteManager subscription.

1. Delete Section 8.1.1, in its entirety, and replace with the following:

8.1.1 This Agreement commences on August 20, 2024, and continues until all Order Forms under this Agreement have expired or terminated or until this Agreement is terminated in accordance with its terms.

2. Delete Section 8.2, in its entirety, and replace with the following:

8.2. Subscription Term Renewals. Subscriptions will automatically renew annually, unless either party gives the other written notice of non-renewal at least forty-five (45) days before the end of the relevant Subscription Term. Subject to any limitation agreed to in an Order Form, pricing during any renewal Subscription Term is subject to increase, at our discretion, but in an amount not to exceed a five

percent (5%) increase above the applicable pricing in the prior term, unless we notify you of different pricing at least sixty (60) days in advance of the end of the then-current Subscription Term. With respect to month-to-month terms, such increase will go into effect only on an annual basis. Except as expressly provided in the applicable Order Form, renewal of promotional or similar one-time priced subscriptions for Services will be at our applicable list price in effect at the time of the applicable renewal.

3. Delete Section 8.4, in its entirety, and replace with the following:

8.4 Early Termination Fee. As specified in the applicable Order Form, the Services are provided for a specified Subscription Term on a noncancelable basis for the duration of the Subscription Term. If any devices were provided to you at a promotional price for the Subscription Term, the value of those devices may be recovered as early termination fees. Such early termination fees will be invoiced to you in one lump sum and will be due within thirty (30) days from the date of invoice. Early termination fees shall be deemed to be liquidated damages and not a penalty.

4. **Full Force and Effect.** The Contract, as amended by this Amendment, remains in full force and effect.

5. **Capitalized Terms.** Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the Contract or the Amendment, as applicable.

6. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract Amendment to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: AUG 19 2025

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *Lynne Morelli*
Lynne Morelli
Clerk of the Board of Supervisors
San Bernardino County

By *[Signature]*
Deputy



WORKWAVE LLC

(Print or type name of corporation, company, contractor, etc.)

By *Rohan Sukhdeo*
(Authorized signature - sign in blue ink)

Name Rohan Sukhdeo
(Print or type name of person signing contract)

Title SVP and General Counsel
(Print or Type)

Dated: August 15, 2025

Address 101 Crawfords Corner Road
Suite 2511-W
Holmdel, NJ 07733

FOR COUNTY USE ONLY
Approved as to Legal Form

► *Bonnie G. [Signature]*

Reviewed for Contract Compliance

►

Reviewed/Approved by Department

►

Bonnie Uphold, Supervising Deputy County
Counsel

Date

8/18/2025

Date

Date