

## E-BUILDER Work Order

THIS ADDENDUM dated: July 13, 2022

BETWEEN:

**e-BUILDER, INC.**  
("e-Builder")

– and –

**City of Burleson, Texas**  
("Customer")

**WHEREAS**, Customer wishes to amend their Master Services Agreement with e-Builder, Inc. dated 4/5/2021 to amend the Services described below. The terms of the Master Service Agreement apply to this Work Order unless otherwise stated below. In the event there is a conflict between the terms and conditions of any Associated Customer Purchase Order (PO) and this Work Order, the terms of this Work Order will take precedence.

### DESCRIPTION OF SERVICES

Customer to purchase e-Builder Managed Services. Specifically, Customer will purchase one (1/4) Quarter Time e-Builder resource to be assigned to perform Professional Services tasks which include: A (1/4) Quarter Time resource equates to 10 Hours per week.

#### e-Builder administration

- Creation of new user accounts
- Setting up permissions
- New process Rollouts
- General user support
- Project administration
- Account maintenance (e.g. role and user clean up)
- e-Builder Training and Education
  - Creating and maintaining training materials
  - New user basic training
  - Workflow training
  - Administrator training
  - Training on new features
- Data Analysis
  - Evaluate use of cost management
  - Leverage best practices
- Process Improvement and process roll-outs
  - Provide training on process design
  - Conduct design sessions and requirements documentation
  - Process testing
- Reporting assistance
  - Report cleanup
  - Create reports and report subscription
  - Dashboard creation and modification

**Place of Performance:** No travel is required as the Managed Services resource will perform work remotely.

**Schedule:**

- When Customer purchases its 25% e-Builder resource under this Work Order, it means the Managed Services resource is dedicating 25% of its time to support Customer. Customer is not allowed to transfer any “unused” time from the then-current month to future months, assuming the e-Builder Managed Resource is directed to work by the Customer to work less hours than allotted.
- Scheduled time off for the Managed Services resource will be requested and approved according to e-Builder’s time off process and policies. The Customer will be notified of scheduled time off requests upon approval. Scheduled time off includes paid time off (“PTO”), holidays, and e-Builder sponsored employee events. Customer agrees that the annual fee includes time for scheduled time off.
- Unscheduled time off for the Managed Services resource will be requested and approved according to e-Builder’s procedures and policies. The Customer will be informed of unscheduled time off upon approval. Unscheduled time off includes sick leave, medical leave, etc.

**Disclaimer:**

- Managed Services does not include any development hours. If custom development is needed for any projects being worked under this Managed Services contract, a separate Work Order will be created. Common custom development items include custom reporting and integration.
- e-Builder reserves the right to change the assigned resource and provide a satisfactory replacement.

**Term:** e-Builder shall be afforded ninety (90) days from the time of the full execution of this Work Order (and Purchase Order receipt, if applicable) to provision the Managed Services resource. The Term shall be one (1) year from the Start of Work. Start of Work will occur before project kickoff. There is preparation work needed. A project plan will be done before project kickoff. e-Builder and Customer will agree on the Start of Work date after execution of the Work Order.

**Non-Solicitation:** During the Term and for a period of two (2) years thereafter, Customer will not, directly or indirectly, employ, offer employment to, or otherwise retain the services of the e-Builder provided Managed Services resource, without the prior written consent of the Chief Executive Officer of e-Builder.

**Total Investment: \$75,000.00.** The not to exceed total is \$75,000.00 for all services performed under this Work Order.

**Payment Terms:** Managed Services will be billed quarterly in advance and are due upon receipt of invoice. The first quarterly payment is due upon the start of work by e-Builder.

**Travel and Expenses: N/A**

**Validity:** This Work Order is effective until 7/31/2022. e-Builder has the right to not offer the products and/or services presented at the prices in this Work Order after 7/31/2022.

**CLIENT INVOICING INFORMATION**

Billing Address: 141 W Renfro St  
Burleson, TX 76028

Attention: Accounts Payable  
Email Address: finance@burlesontx.com

Associated PO: \_\_\_\_\_

**IN WITNESS WHEREOF** e-Builder and Customer have executed this Agreement under the hand of its officer duly authorized in that regard on the date first written above.

**E-BUILDER, INC.**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CUSTOMER: City of Burleson, Texas**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ATTN: Ellis Nguyen, ellis\_nguyen@trimble.com**