



ORDER FORM

Order Date:	Date of the last signature below
Trimble Entity Name ("Trimble") and Address:	e-Builder Inc. a Trimble company 13450 West Sunrise Blvd Suite 600, Sunrise, FL
Customer Entity Name ("Customer") and Address:	City of Burleson, Texas 141 W. Renfro Street Burleson, TX 76028
Billing Contact Name and e-mail Address:	
Is a Purchase Order Required?	Yes or No <i>Purchase orders issued by Customer are issued for administrative purposes only; terms and conditions contained in any such purchase order shall be null and void.]</i>
Is Customer Tax Exempt?	Yes or No
Initial Term:	4/5/2024 – 4/4/2029
Validity	This Order Form shall expire on 02/04/2024 (the "Validity Date"). If this Order Form is not executed by the Customer by the Validity Date, Trimble reserves the right to not offer the pricing found in the Order Form.
Miscellaneous:	The Customer's Average Capital Spend is up to \$35 Million. The SaaS Annual Amount is based on an Average Annual Capital Spend provided by the Customer. Trimble reserves the right to adjust the Annual Amount accordingly to align with the Customer's Actual Average Annual Capital Spend. "Annual Capital Spend" means the expenses incurred by Customer to demolish, plan, design, build, repair, remodel and furnish a building or site over a period of one year. "Average Annual Capital Spend" means the average of the estimated next three (3) fiscal years of the Customer's Annual Capital Spend. Trimble will have the right, during normal business hours and upon at least five (5) days' prior written notice, to have an independent firm audit the amount of Annual Capital Spend that the customer has incurred. The audit will be conducted at Trimble's expense, unless it reveals that Customer has not complied in which case Customer will (i) reimburse Trimble for all reasonable costs and expenses incurred by Trimble regarding such audit; and (ii) pay Trimble any annual license fee underpayment disclosed by the audit.

Annual Software Subscription:

Annual Item	Year 1 4/5/2024- 4/4/2025	Year 2 4/5/2025- 4/4/2026	Year 3 4/5/2026- 4/4/2027	Year 4 4/5/2027- 4/4/2028	Year 5 4/5/2028- 4/4/2029
Unlimited Users*	\$79,850.40	\$83,842.92	\$88,035.07	\$92,436.82	\$97,058.66
AppXchange	\$16,000.00	\$17,640.00	\$18,522.00	\$19,448.10	\$20,420.51
Code Step Maintenance	\$3,600.00	\$3,969.00	\$4,167.45	\$4,375.82	\$4,594.61
Total Annual Software Subscription	\$99,450.40	\$105,451.92	\$110,724.52	\$116,260.74	\$122,073.78

*The Customer may choose to switch to a Named User Model per the pricing listed below at the next renewal. If the Customer chooses to go to a Named User Model, the Customer must let Trimble know which option they will choose at least 60 days prior to the renewal date. If the Customer chooses to reduce to a Named User Model, then an additional Order Form will be created to formalize any changes to the Account.

Pricing Per Year:	Year 1 4/5/2024- 4/4/2025	Year 2 4/5/2025- 4/4/2026	Year 3 4/5/2026- 4/4/2027	Year 4 4/5/2027- 4/4/2028	Year 5 4/5/2028- 4/4/2029
15-30 Licenses	\$2,050 per License	\$2,152 per License	\$2,260 per License	\$2,373 per License	\$2,492 per License
31+ Licenses	\$1,850 per License	\$1,943 per License	\$2,040 per License	\$2,142 per License	\$2,250 per License

TERMS AND CONDITIONS

1. Terms and Conditions. This Quotation is subject to the Master Services Agreement between Trimble and the Customer, dated 4/5/2021 ("Agreement").

2. **AUTOMATIC RENEWALS.** *This Order will automatically renew for subsequent 12 month term(s) at then-current pricing, unless either party provides the other with notice of cancellation at least 30 days prior to the expiration of the then-current term.*

3. Payment Terms. All fees are due NET 30 from the date of the Trimble invoice.

- **Annual Software Subscription:** Trimble will invoice the amount of \$99,450.40 thirty days before the initial term of this Order Form and will invoice upon each renewal hereof.

4. Annual Price Increase. At each renewal, Trimble has a right to increase the annual fees by the greater of (a) CPI plus two percent (2%) or (b) five percent (5%). "CPI" shall mean for all Urban Consumers, the U.S. City Average, for all items, 1982-84=100 (the "CPI-U"), as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall be for the prior twelve months as of the date the calculation is made.

5. Data Usage and Ownership.

Customer hereby grants to Trimble and its Affiliates the non-exclusive, worldwide, irrevocable, royalty-free right: (i) to use Customer Data during the Initial Term to provide the Annual Software Subscription to the Customer; (ii) to use and disclose Customer Data as otherwise permitted pursuant to this Order Form or any written consent or instructions of Customer; and, (iii) on a perpetual basis: (A) to create, use, and disclose Anonymized Data for any purpose and (B) subject to the confidentiality obligations in the Agreement, to use Customer Data to develop, maintain, and improve the Annual Software Subscription and any other products, software, and services of Trimble or its Affiliates. Except for Trimble's use rights set forth in this Order Form, as between the parties, Customer retains all intellectual property and other rights in Customer Data. Trimble owns all right, title, and interest in Anonymized Data (including, without limitation, any and all intellectual property rights).

For the purposes of this clause:

- **“Affiliate”** means an entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with a party, where “ownership” means the beneficial ownership of 50% or more of an entity’s voting equity securities or other equivalent voting interests, and “control” means the power to direct the management or affairs of an entity.
- **“Anonymized Data”** means any data collected in connection with the Annual Software Subscription (including Customer Data) that has been aggregated and/or de-identified in such a manner that the Customer or any other individual can be identified from the data when it is shared outside of Trimble or its Affiliates.
- **“Customer Data”** means any information, documents, materials, or other data of any type that is input by or on behalf of Customer into the Annual Software Subscription or any other Trimble products (“Products”) or that is created or generated by Customer through Customer’s use of the Products.

6. Electronic Invoices. Customer hereby consents to the receipt of invoices electronically at the indicated e-mail address(es) and accepts such invoices as if received by mail. Customer’s e-mail address may be changed by written notice given by Customer to Trimble at: customer_master@trimble.com. Customer is responsible for maintaining a current e-mail address and shall under no circumstances be excused from payment of applicable charges by its failure to access its designated e-mail address.

7. Due Authority. By signing below, the signatory represents that he/she (i) is an authorized representative of Customer and (ii) has the authority to legally and functionally commit the Customer.

[Signature Page to Follow]

ACCEPTANCE

Accepted and agreed:

CUSTOMER:

Signature: _____

Print Name: _____

Title: _____

Date: _____

TRIMBLE:

Signature: _____

Print Name: _____

Title: _____

Date: _____