



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:	8/5/2023 – 4/4/2024
Validity	This Order Form shall expire on 7/31/2023 (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.

Additional Annual Software Subscription

Item Name	Unit of Measure	Description	Annual Amount
Code Step Maintenance	N/A	Subscription associated with the Code Steps described in the SOW	\$3,600.00
Total Additional Annual Software Subscription			\$3,600.00

Professional Services:

Description	Price
One-Time Implementation Services	\$41,600.00
Total Professional Services	\$41,600.00

Addendums:

1. Statement of Work

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

- **Additional Annual Software Subscription:** The Initial Fee for the Additional Annual Software Subscription in the amount of \$3,600.00 will be pro-rated for the Initial Term of this Order Form in the amount of \$2,400.00 to coincide with the Customer's Annual Software Subscription anniversary date and is due and payable with the execution of this Order Form. Next year's Additional Annual Software Subscription will be invoiced with the Customer's existing Annual Software Subscription upon the next renewal date of 4/5/2024.
- **One-Time Implementation Services:**
 - 50% due upon execution of this Order Form and 50% due upon the earlier of : (1) completion of One-Time Professional Services or (2) ninety (90) days from the execution of this Order Form.
- **Travel:**
 - Travel is not expected for the scope of work described in the SOW. Thus, all work will be done by Trimble remotely. If Customer requires that Trimble travel, a separate Order Form will be executed to reflect the updated scope and pricing.

3. 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.

4. 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: _____

Addendum #1

Statement of Work

This Statement of Work ("SOW") describes the professional services that Customer has engaged Trimble (collectively "Parties") to perform on behalf of Customer. This SOW is integrated into a quote that incorporates the terms and conditions governed by the Parties (the "Agreement"). In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of the Agreement shall govern, unless the SOW expressly identifies the term of the Agreement to be modified. This SOW may not be modified or amended except in writing signed by a duly authorized representative of each Party.

1 One-Time Implementation Services

Trimble to provide the following firm fixed price services under this SOW:

Phase & Deliverables	Scope	Comments
Project Kickoff & Discovery		
Kickoff Discussion	Included	1-2 weeks after Order Form execution
Deliverable Schedule	Included	Defined during Kickoff Discussion The Parties agree at the time of this execution, the Project Configuration & Testing and Training (if applicable) below will be completed within ninety (90) days from the date of execution of the Order Form.
Project Configuration & Testing		
Process Module	2- New Processes 4- Updates to Existing Processes	<u>New Processes</u> <ul style="list-style-type: none">PSA Invoice ApprovalGeneral Invoice Approval <u>Updates to Existing Processes</u> <ul style="list-style-type: none">Project CreationCommitment ApprovalChange OrdersPay App Approval
Redeployment of Code Step	2-Code Steps	<ul style="list-style-type: none">Project Creation AutomationPCO Bundling Automation

2 Assumptions

The following responsibilities and assumptions are necessary for the successful completion of the scope of work found in this SOW. In the event that an item below does not occur in the manner or time-frame defined, Trimble may request to meet with the Customer and mutually agree upon an adjustment to the schedule, work activities and fees.

- The Customer will make best efforts to ensure the committed participation of all appropriate technical and user personnel throughout the project, including but not limited to periodic status reviews. Customer resources provided during the technical and functional sessions must be empowered to make decisions on project direction.
- The Trimble Professional Services team will work jointly with the Customer team to resolve all issues including those impacting the scope and timeline. Issues that may impact the progress and the schedule will be documented. If the issue is critical, Trimble will present the issue to the Customer in writing as quickly as possible. Once the issue is presented in writing the Customer is expected to respond within two (2) business days. If the issue cannot be resolved within two days, they will notify Trimble and arrange a meeting with all relevant personnel to resolve this issue. Failure to do so could impact the cost and schedule of the Trimble implementation project. Trimble may suspend the SaaS Services or terminate this SOW unless Customer signs a SOW providing for additional funding. For purposes of clarity, the delays covered by this Paragraph include only those for which Customer has discretion and control, and specifically excludes matters that are beyond Customer's discretion and control.
- All necessary content (data, text and graphics) will be provided to Trimble prior to the creative processes (if applicable).
- Unless specifically identified as deliverables within this document, Customer will enter any historical data from past projects to enable historical analysis.
- Unless specifically identified as deliverables within this document, data migration, system integrations or custom development of any kind is not included within the scope of the Trimble implementation project. These items can be included through the change management process if identified as required items.
- All change requests received and approved will be listed on a separate SOW. Each additional SOW must be signed and accepted prior to initiating additional work by Trimble.

