Order Form: Q-22103-1
Date: 11/14/2023, 8:21 AM
Expires On: 2/12/2024

Phone: (866) 777-0069
Email: info@sprbrk.com

Ship To:
Adam Hanks
City of Coburg, OR
91136 N. Willamette Street
Coburg, Oregon 97408
adam.hanks@ci.coburg.or.us

Bill To:
Greg Peck
City of Coburg, OR
91136 N. Willamette Street
PO Box 8316
Coburg, Oregon 97408
gregory.peck@ci.coburg.or.us

Account Manager	E-mail	Phone Number	Payment Terms
Brad Martin	brad.martin@sprbrk.com	(503) 820-4524	Net 30

Annual Product Pricing				
PRODUCT	**RATE**	**QTY**	**DISC (%)**	**NET PRICE**
Payroll Subscription	USD 7,850.00	1	25.000	USD 5,887.50
			Annual Product Pricing Total:	USD 5,887.50

Estimated Professional Services						
PRODUCT	**DESCRIPTION**	**LIST PRICE**	**NET PRICE**	**QTY**	**DISC %**	**NET PRICE**
Standard Professional Services	Standard Professional Services	USD 240.00	USD 150.00	110	37.500	USD 16,500.00
					Estimated Professional Services Total:	USD 16,500.00

Grand Total: USD 22,387.50

* excludes applicable sales tax

Order Details

Customer Name: City of Coburg, OR

Customer Contact: Adam Hanks

Governing Agreement(s):   This Order Form is governed by the applicable terms found at:
MSA: https://sprbrk.app.box.com/v/sprbrk-saas-terms
MLA: https://sprbrk.app.box.com/v/sprbrk-onpremise-terms
Professional Services: https://sprbrk.app.box.com/v/sprbrk-svcs-terms

Term(s):   3 Years

Order Terms

In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.

- This Order Form shall become effective as of the last date of signature (the "Effective Date").

- Order Start Date: Software Licenses, Subscriptions, Maintenance, and Hosting commence upon the earlier of a) date of delivery* or log-in to hosted software to Customer; or b) 60 days after Order Form Effective Date.

- Subscriptions, Maintenance, Hosting, and Support ("Recurring Services") continue from the Order Start Date through the term listed in this Order Form (or if not listed, one (1) year).

- Orders for Recurring Services auto-renew unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days before the end of the Order Term.

- Subscription Service fees and any Recurring Services will be subject to an automatic annual increase by not more than seven percent (7%) of the prior year's Subscription Service fees ("Standard Annual Price Increase").

- Any Software Licenses or Hardware are one-time non-refundable purchases.

- CivicPay Online Subscription fee and CivicPay IVR Subscription fee are subject to increase at per account rate, based on actual accounts.

- CivicPay IVR Message Block Subscriptions expire upon the earlier exhaustion of the Message Block or twelve (12) months from the Order Start Date. Upon expiration, Message Blocks automatically renew.

The date of delivery of software to the Customer is the date the software is made available to the Customer, either by delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional logins to end-users, and the Customer go-live in a production environment.

Invoice Timing and Delivery

Invoices are delivered electronically via e-mail to the billing contact on file for the Customer. Customer invoices are issued for the full amount of software and services purchased as follows:

Products Ordered	Invoice Timing
Estimated Professional Services, On-Site Professional Services, and Travel Expenses*:	Monthly, in arrears for services in the prior month unless specified in Special Terms.
Fixed Fee Professional Services:	The Effective Date of this Order Form unless specified in Special Terms.
Print Services and Transaction Fees:	Monthly, in arrears for transactions in the prior month.
Hardware and One-Time Licenses:	Upon the Effective Date of this Order Form.
Software Licenses, Subscriptions, Maintenance, and Hosting (New):	Annually in advance upon Order Start Date.
Software Licenses, Subscriptions, Maintenance, and Hosting (Renewal):	Sixty (60) days in advance of the Order Start Date.
Software Subscriptions, Maintenance, and Hosting (Add-Ons):	Upon delivery of the product, order will be pro-rated to sync with the existing anniversary billing date and will renew annually thereafter.
Software Subscriptions (Migrations):	Upon delivery of the product, order will be synced with the existing anniversary billing date and will renew annually thereafter unless specified in the Special Order Terms. This order replaces and supersedes any previously executed order as it relates to the products listed within this order. Upon delivery of new product, customer will receive a prorated credit for any prepaid, unused maintenance fees that will be applied to the customer's first invoice.

* Professional Services pricing is based on expected hours using Springbrook's standard implementation methodology. Actual hours and billings may vary from this estimate. Please note that only when project costs exceed $5,000 of this estimate, a signed change order will be required to continue work. Changes under $5,000 will continue to be delivered and billed accordingly. On-site Professional Services will be subject to a daily minimum rate irrespective of hours on-site. All travel costs associated with on-site travel will be billed as incurred.

Special Order Terms

Special Order Terms (if any):

By signing, both parties agree to the terms and conditions set forth in this agreement.

* If the Customer requires a PO number on invoices, the Customer must provide Springbrook with the PO number and a copy of the PO prior to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.

Springbrook Holding Company, LLC   **City of Coburg, OR**

Signature:_____   Signature:_____

Name (Print):_____   Name (Print):_____

Title:_____   Title:_____

Date:_____   Date:_____

Purchase Order # (if required)_____