

Date: 05-11-2023

### Greetings!

On the next page you will find the quote for your Foundant license renewal. It is our sincere hope that your relationship and investment with Foundant has exceeded expectations. We take your success seriously and would ask if you have any suggestions or comments, to please let us know.

In an effort to save you time and paper, you have the option to sign electronically. Instructions for both electronic signature and for printing are located below.

# Directions for signing your Quote below:

# To Change Signees:

Should you need to change signees, Choose "Other Actions" and Assign to Someone Else.

# Sign Electronically:

- 1. Review the following pages
- 2. Click the Start button above
- 3. If the quote is correct and you're ready to approve, click the Sign button on the last page, select a signature, and hit Accept and sign
- 4. Complete the additional fields with your information
- 5. When your electronic signature shows up, click Finish
- 6. You will automatically receive a copy of this signed document via email

#### Print, Sign, And Send:

- 1. Click the Other Actions button above
- 2. Select Download and as single PDF and review
- 3. If the quote is correct and you're ready to approve, print, sign, scan/upload and email it back to us at: stephanie.johnson@foundant.com

After we receive your signed quote, we will send an invoice to the billing contact within 7 to 10 business days.

# I would also like to let you know about a couple of new opportunities available: Standard+2 Features and New Administrator Training:

- 1. The Standard+2 License was created to offer those clients who are happy with their Standard GLM License, but could use just a little boost... without having to jump up to Advanced. This option lets you choose only the capabilities most useful for your organization, at a price you can afford.
- 2. Onboarding a new team member? Take advantage of our New Administrator Training to get them ramped up with GLM fast!

Please feel free to reach out to me with any questions about these options, or you can copy/paste this link into your browser and find more information: <u>Boost Your Foundant Solution</u>

If you have any questions or concerns about the renewal process, please feel free to contact me.

Best regards,

Stephanie Johnson



Foundant Technologies Subscription Contract for: City of Deadwood

Date: 05-11-2023

Foundant Technologies, Inc. Contact: Stephanie Johnson stephanie.johnson@foundant.com 149 Willow Peak Drive Bozeman, MT 59718

(406) 922-5303

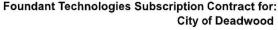
City of Deadwood Contact:

Bonny Anfinson
bonny@cityofdeadwood.com
108 Sherman Street
Deadwood, SD 57732
(605) 578-2082

# Software and Services Chart ("Software and Services Chart"):

QTY	SKU	Product Description	Subscription Start	Subscription End	Price ("Price")	Cost (USD)
1	GLM2STD	Grant Lifecycle Manager (GLM) - Standard Two-Year Licensed Subscription Includes 5 GLM Grant Processes, hosting, maintenance and support with no limitations on the number of users or incoming requests.	6/26/2023	6/25/2025	\$10,800.00	\$10,800.00

Total \$10,800.00





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### Client Order Form for Grant Lifecycle Manager ("GLM") and Scholarship Lifecycle Manager ("SLM")

- 1. Foundant Technologies, Inc.'s Platform access and Services are provided in accordance with the terms and conditions listed in this Client Order Form ("Client Order Form") as well as those set forth in the following, which are incorporated by reference, and collectively with any Statements of Work ("SOW") represent the Agreement (the "Agreement") between City of Deadwood, 108 Sherman Street, Deadwood, SD 57732 (the "Client"), and Foundant Technologies, Inc., a Montana company located at 149 Willow Peak Drive, Bozeman, MT 59718 ("Foundant Technologies"):
  - a. Master Subscription Agreement ("MSA") https://www.foundant.com/legal/
  - b. Data Processing Agreement ("DPA") https://www.foundant.com/legal/
  - c. Service Level Agreement ("SLA") https://www.foundant.com/legal/
  - d. Professional Services Agreement ("PSA") https://www.foundant.com/legal/
- 2. All quoted prices are in U.S. dollars. All payments shall be in U.S. dollars and are due net thirty (30) days from the invoice date.
- This Client Order Form is valid for ninety (90) days after issuance and shall become binding upon execution by Client and Foundant Technologies.
- 4. A five percent (5%) discount will be applied to Client purchases of access to two (2) SAAS subscriptions for Service Provider Software and a ten percent (10%) discount will be applied to Client purchases of access to three (3) or more SAAS subscriptions for Service Provider Software.
- 5. The term of the Agreement (the "Term") begins on the later date signed by both Parties below (the "Effective Date").
- The Subscription Term(s) ("Subscription Term") for the Software commences on the initial date shown for each Subscription Term shown in the Software and Services Chart.
- The Software identified in this Client Order Form requires Client to pay the Fees in full and in advance. Client will be invoiced for
  the Fees upon execution of this Client Order Form. All Platform access rights include maintenance and support with no limitations
  on the number of users.
- 8. Unless otherwise specified in the SOW, the Fees for Professional Services are fixed and will be invoiced upon execution of this Client Order Form. Travel expenses associated with Professional Services will be invoiced monthly, if incurred. All Professional Services shall expire at the end of the Subscription Term and must be initiated within the first twelve (12) months of the Effective Date of this Client Order Form.
- 9. Fees do not take into account any sales tax. Foundant Technologies collects and remits sales tax from our Clients located in certain state and local jurisdictions. Foundant Technologies determines your local taxing jurisdiction based upon shipping address (i.e., the primary business location from which the Platform is accessed). In order to determine if you are exempt from sales tax, you must provide proof of your organization's state sales tax exemption. Please note that states do not recognize your 501(c)3 letter as proof of exemption.
- 10. Should Foundant Technologies' Prices increase prior to your renewal date, we commit that your next renewal will be no more than a ten percent (10%) increase over your most current Price.
- 11. All GLM and SLM subscriptions include hosting, maintenance, and support with no limitations on the number of users.
- 12. GuideStar by Candid is licensed for up to one thousand (1,000) total lookups per Software subscription (as applicable) over the subscription term based on the items purchased via this Client Order Form.
- 13. Unless otherwise noted, client activity level is expected to be less than five thousand (5,000) online form submissions through GLM and/or SLM per week (as applicable). Any deviation from this expectation should be communicated by Client to Foundant Technologies at least thirty (30) days prior to the initiation of such activity and Foundant Technologies reserves the right to limit access to GLM and/or SLM (as applicable) if adequate notice is not provided.
- 14. Capitalized terms used but not defined herein have the meaning given in the Agreement.
- 15. If there are special conditions documented below, the order of precedence in the MSA shall apply.



# Foundant Technologies Subscription Contract for: City of Deadwood

Date: 05-11-2023

# **Special Conditions:**

For the purposes of this Client Order Form, the Client Order Form is amended as set forth by these Special Conditions. Subject to the Special Conditions modifications, the Agreement shall remain in full force and effect.

A. Section 7: In the first sentence, "in full and in advance" is deleted and replaced with "annually."

The payment schedule is as follows:

- a. The first invoice in the amount of \$5,400 will be sent to Client on 5/26/23.
- b. The second invoice in the amount of \$5,400 will be sent to Client on 5/26/24.
- c. Both invoices are due net thirty (30) days from the invoice date.

By accepting this Client Order Form that references the MSA, DPA, SLA, PSA, and SOW(s), Client agrees to the terms and conditions of this collective Agreement. Any additional or different terms (whether included in your purchase order, your response to this proposal, or elsewhere) not expressly listed herein, shall be disregarded and shall not bind either Party.

Additionally, if you are entering into this Agreement on behalf of a Client or other legal entity, you warrant that: (i) you have the full legal authority to bind such entity and its Affiliates to these terms and conditions, and in the event such Affiliates exist, the term "Client" shall refer to such entity and its Affiliates; (ii) you have read and understand this Agreement; and, (iii) you agree, on behalf of Client, to this Agreement. If you do not have such legal authority, or if you do not agree with these terms and conditions, you must not accept this Agreement and shall not be permitted to use the Software or Services.

City of Deadwood			Foundant Technologies, Inc.	
Ву:		Ву:		
Name:	David R. Ruth, Jr.	Name:		
Title:	Mayor	Title:		
Date:	06-05-2023	Date:		

Billing Information (please complete):				
Billing Contact Name:	Bonny Anfinson			
Billing Contact Email:	bonny@cityofdeadwood.com			
Is a Purchase Order required? (Check for Yes)				