Order Form: Q-58414-1
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Phone: (866) 777-0069
Email: info@sprbrk.com

Ship To:
Brett Klein
Town of Jerome
600 Clark Street
Jerome, Arizona 86331
b.klein@jerome.az.gov

Bill To:
Town of Jerome
600 Clark Street
Jerome, Arizona 86331

Account Manager	E-mail	Phone Number	Payment Terms
Alex Webb	alex.webb@sprbrk.com		Net 30

Annual Product Pricing

PRODUCT	RATE	QTY	DISC (%)	NET PRICE
Utility Billing Subscription	USD 16,550.00	1	20.000	USD 13,240.00
Accounts Receivable Subscription	USD 4,600.00	1	21.000	USD 3,634.00
Purchase Orders Subscription	USD 5,150.00	1	21.000	USD 4,068.50
Finance Suite Subscription	USD 15,600.00	1	21.000	USD 12,324.00
Payroll Subscription	USD 8,650.00	1	21.000	USD 6,833.50
			Annual Product Pricing Total:	USD 40,100.00

Estimated Professional Services

PRODUCT	DESCRIPTION	LIST PRICE	NET PRICE	QTY	DISC %	NET PRICE
Standard Professional Services	Standard Professional Services	USD 250.00	USD 0.00	275	100.000	USD 0.00
Standard Professional Services	Standard Professional Services	USD 250.00	USD 0.00	28	100.000	USD 0.00
Standard Professional Services	Standard Professional Services	USD 250.00	USD 0.00	45	100.000	USD 0.00
Standard Professional Services	Standard Professional Services	USD 250.00	USD 0.00	200	100.000	USD 0.00
Standard Professional Services	Standard Professional Services	USD 250.00	USD 0.00	250	100.000	USD 0.00
				Estimated Professional Services Total:		USD 0.00

Grand Total: USD 40,100.00
* excludes applicable sales tax

Order Details

Customer Name:	Town of Jerome
Customer Contact:	Brett Klein
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):	5 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 for three (3) years or for the term specified in this Order Form, unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days prior to the expiration of the current Order Term.
- Subscription Service fees and any Recurring Services will be subject to an automatic annual increase by not more than five percent (5%) 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
Software Licenses, Subscriptions, Maintenance, and Hosting (New):	Annually in advance upon Order Start Date.
Software Subscriptions, Maintenance, and Hosting (Add-Ons):	Upon the order start date, order will be pro-rated to sync with the existing anniversary billing date and will renew annually thereafter.
Software Subscriptions (Migrations):	Upon the order start date, 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.
Software Licenses, Subscriptions, Maintenance, and Hosting (Renewal):	Sixty (60) days in advance of the Order Start Date.
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.
Estimated Time and Material Professional Services, On- Site Professional Services, and Travel Expenses*:	Monthly, in arrears for services in the prior month unless specified in Special Term.
Implementation Fixed Fee Professional Services:	The Effective Date of this Order Form unless specified in Special Terms.

Professional Service Key Terms and Conditions:

- **Time and Material Pricing:** Professional Services time and material pricing is based on expected hours using Springbrook's standard implementation approach. While our goal is to provide accurate hour estimates, there may be variations in actual hours and charges. If project costs surpass the estimated hours within this order form by the greater of $15,000 or 20%, a signed change order is necessary to proceed. Adjustments below this threshold will be implemented and invoiced as incurred.

- ***On-Site Professional Services:** On-Site professional services are billed at a daily minimum rate, regardless of time spent on-site. Travel expenses related to on-site travel will be invoiced as a separate line item as they are incurred.

- **Cancellation or Postponement:** Customer agrees to participate in all scheduled meetings and minimize repeated cancellations. Customer shall provide no less than two (2) business days' written notice should any scheduled meeting, training session or other activity need to be cancelled or postponed. If Customer fails to provide such notice, Springbrook shall invoice the Customer for the lost or delayed scheduled time, with a minimum charge of two (2) hours. Additional charges may apply based on the resources and preparation required for the meeting.

- **Customer Responsibilities:** The customer will provide adequate internal resources and ensure the accuracy of all information provided to Springbrook. Customers are responsible for extracting data from any legacy systems and transferring the data into Springbrook’s import templates.

Special Order Terms

Special Order Terms (if any):
The Customer agrees that the current version of Cirrus will be implemented without any modifications to its standard functionality, features, or reports. The Customer understands and accepts that no additional enhancements, customizations, or development efforts will be undertaken as part of this project. The Customer also agrees to adapt its business processes as necessary to align with the capabilities of the Cirrus application. Cirrus will be delivered and installed strictly on an "as-is" basis.
Any discounts applied under this Quote are one-time, non-recurring discounts and apply solely to the specific order referenced herein. Such discounts shall not be construed as establishing a course of dealing, precedent, or entitlement for any future orders. All subsequent orders for products or professional services will be billed at the then-current list price. This Quote does not obligate Springbrook to extend the same or similar discounts in connection with any future orders.

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	**Town of Jerome**
Signature:	Signature:
Name (Print):	Name (Print):
Title:	Title:
Date:	Date:

Approved as to form: