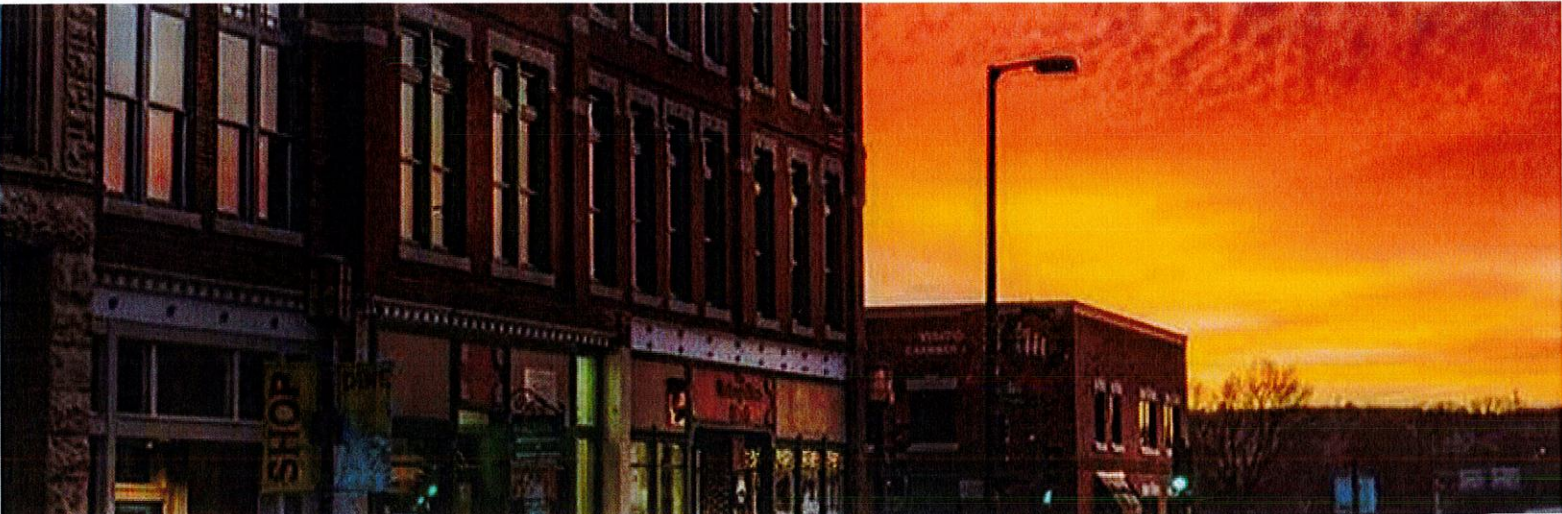
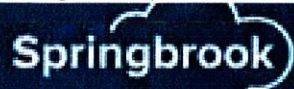




Order Form
McCleary, WA - City of
05-21-2021
City of McCleary - Additional 12 Users

Expiration Date: 06-30-2021





Dear Wendy Collins,

Thank you for the opportunity to submit this order form in the amount of \$1,944.00.

All of us at Springbrook are working to provide the best possible solutions for your agency and your citizens.

Our goal is nothing short of your 100% satisfaction.

Thank you for being a valued customer.

Sincerely,

Jen Hribar

Jen Hribar



Annual Product Pricing

Item Name	Rate	Quantity	Discount %	Net Price
Enterprise User Subscription	\$240.00	12	32.50%	\$1,944.00
Discount				32.50%
Products Total Net Price				\$1,944.00

Grand Total:	\$1,944.00
* Excludes Applicable Sales Tax	

Order Details

General Information

Customer Name:	McCleary, WA - City of
Customer Contact:	Wendy Collins
Customer Address:	100 S 3rd, McCleary, Washington, United States, 98557
Governing Agreement(s):	This Order Form is governed by the applicable terms found at: MSA: https://bias.my.salesforce.com/sfc/p/#F000000082J2/a/F0000000Trlc/HvddGkaOtmgMQ..f_mn9IUoCj_ZI_74Flg1S.ZX0INO
Term(s):	3 year

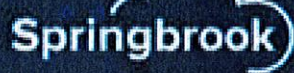
Order Terms

Order Start Date

The Order Start Date is defined as follows:

Items Ordered	Order Start Date
Professional Services Orders	Date of last signature on the Order Form
Software Licenses, Subscriptions, Maintenance and Hosting (New)	The earlier of a) date of delivery** of software or log-in to hosted software to Customer or b) 60 days after last signature on the Order Form
Software Licenses, Subscriptions, Maintenance and Hosting (Renewal)	The day after expiration of your last order of the same product
Special Order Terms	None

**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 log-ins to end users, and the Customer go-live in a production environment.



Order Duration

The Order Duration is defined as follows:

- Any Software Licenses or Hardware are one-time, non-refundable purchases.
- 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, 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 other recurring fees 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").

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:

Items Ordered	Invoice Timing
Professional Services Orders	Monthly for services in the prior month*
Software Licenses and Hardware	Customer signature on Order Form
Subscriptions, Maintenance and Hosting (New)	Customer signature on Order Form
Software Licenses, Subscriptions, Maintenance and Hosting (Renewal)	60 days in advance of the Order Start Date

*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.



Payment Terms

Payment Terms	Net 30
Special Invoicing Terms	None
Billing Contact	Wendy Collins
Billing Email	wendyc@cityofmcclary.com
If the Customer requires a PO number on invoices, 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.	
PO# (If required):	

Order Duration

- Any Software Licenses or Hardware are one-time, non-refundable purchases.
- 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, 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 other recurring fees 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").

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:

Items Ordered	Invoice Timing
Professional Services Orders	Monthly for services in the prior month* unless specified in Special Professional Services Invoicing Terms
Managed Services and Annual Report Services	Managed Services, Report Services, begin upon the order start date and continue through June 30 of signed year. Specialized training services begin upon order start date and continue for four months.



	Other specialized support services within Managed Services, begin upon order start date for one year.
Software Licenses and Hardware	Customer signature on Order Form
Subscriptions, Maintenance and Hosting (New)	Customer signature on Order Form
Software Licenses, Subscriptions, Maintenance and Hosting (Renewal)	60 days in advance of the Order Start Date
CivicPay Transactions	Monthly for transactions in the prior month

*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.

Special Order Terms	
Special Order Terms	None
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.	

Payment Terms	
Payment Terms	Net 30
Special Invoicing Terms	None
Special Professional Service Invoicing Terms	
Billing Contact	Wendy Collins
Billing Email	wendyc@cityofmccleary.com
If the Customer requires a PO number on invoices, 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.

PO# (If required):



As Buyer, by signing you agree to the terms and conditions as set forth in this agreement.

Agency Representative

BUYER SIGNATURE

BUYER SIGNATURE DATE

As Seller, by signing you agree to the terms and conditions as set forth in this agreement.

Springbrook Representative

Jared Hale

CFO

SELLER SIGNATURE

SELLER SIGNATURE DATE

DocuSigned by:
Jared Hale
3EC432F7806F441...
5/21/2021