



KorWeb Services Billing Authorization

City of Meridian, ID agrees to purchase KorWeb features from KorTerra listed below. Support and maintenance are included in the ticket fees listed below. Annual Ticket Volume Estimates are: **25,000**

Product/Service	Price	Minimum Usage Fee	Est. Total
KorTerra Locate Management Plus, Risk Management & Productivity Management	\$0.35 Per Ticket Per Year	\$9,090 Per Year	\$10,100 Per Year
			Total: \$10,100

KorWeb Onetime Setup Fees	
KorTerra Onetime Setup Fees & Virtual Client Training	\$1,200
Total One Time Fees	\$1,200

The term of this Agreement shall be for an initial period of sixty (60) months from the execution date of this Agreement. Thereafter, this Agreement shall automatically renew for additional thirty-six (36) month periods, unless either party terminates this Agreement with advance written notice at least sixty (60) days prior to the commencement of the immediately subsequent renewal period. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation, All payment obligations of CITY are expressly dependent and conditioned upon the continuing availability of funds beyond the term of CITY's current fiscal period ending upon the next succeeding December 31. Financial obligations of CITY payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of CITY and applicable law. Upon the failure to appropriate such funds, this Agreement shall be deemed terminated. The City shall have the right to terminate this agreement and the obligations and grants hereunder: (1) Upon thirty (30) days written notice to us in the event that we breach any material provision of this Agreement and we are unable to remedy the breach ("Cause"), however, we are allowed thirty (30) days to remedy the breach and if we remedy the breach, you cannot terminate this Agreement; or (2) in the event we (i) terminate or suspend our business without providing for the continued support and maintenance of the Service; (ii) become subject to any bankruptcy or insolvency proceeding under federal or state statutes; (iii) become insolvent or become subject to direct control by a trustee, receiver or similar authority; or (iv) have wound up or liquidated our business voluntarily or otherwise (v) our business engages in fraud or falsifies any record or document required to be prepared under this agreement.

Ticket is defined as any transmission to KorWeb from a One Call Center or a manually created ticket generated by you in KorWeb. The Services will be invoiced in advance of the year term. Ticket Volume is based on an estimate of usage from the previous year. If the actual ticket count is less than the previous year a credit is applied to the invoice not to fall below the minimum. If the actual ticket count is greater than the previous year, then this overage total is multiplied by the per ticket rate and applied to the invoice cost. Please note any payment received via wire will incur a \$40 service charge.

Pricing is valid for 60 days. Please e-mail the signed billing authorization form to sales@korterra.com.

KorTerra offers its clients a 30 day guarantee. If Client terminates the KorWeb Services within the first 30 days from the date the KorWeb Services are made available, then Client agrees to only pay for the One Time Set Up Fees performed and not the KorWeb Service fees.

Billing Contact Information:

Contact Name:	_____	Phone Number:	_____
Title:	_____	Will payment be submitted via wire?	_____
E-mail:	_____	Special Billing Instructions:	_____
Street:	_____		_____
	_____	Sales Tax Exempt (Y/N)	If Y, please include exemption certificate
City, State Zip:	_____	PO Required (Y/N)	PO Number:



KorWeb Services Billing Authorization

AGREED TO:

Client:

Signed: _____
Print
Name: _____
Title: _____
Date: _____

KorTerra, Inc.:

Signed: _____
Print
Name: _____
Title: _____
Date: _____

Internal Use Only:

KW Partner State: ☐ New Customer (Y/N): **Y** Customer ID: _____ Sales Exec: Matt Briggs