CONDUCIVE

Order Form #1032

Conducive

3724 Executive Center Drive Suite 200

Austin, TX 78731

United States of America

Enrico Fantozzi

rico@conduciveconsulting.com

Prepared For

🏢 **Town of Prosper**

👤 **Leigh Johnson**
   leigh_johnson@prospertx.gov

🚚 **Shipping Info**

250 West 1st Street
Prosper | TX | 75078
USA

⏳ **Contract Length** 12 months

📅 **Contract Period** October 02, 2023—October 01, 2024

✔ **Payment Method** ACH

✔ **Payment Terms** Net 30

✔ **DIR Contract Number DIR-TSO-4288**

✔ **GSA Contract # 47QTCA23D006V**

Recurring Costs

Product	Length	Service Period	Quantity	Price per Year
Conducive Managed Splunk	**12 months**	**October 02, 2023—October 01, 2024**	**12**	**$42,000.00**
First Year Subtotal for Recurring Costs				**$42,000.00**

Year 1 Overall Total **$42,000.00**

✔ Billing Frequency   **Annually: From Billing Start Date**

Contract Terms

1. Fees. Town of Prosper ("End User") whose principal office is located at: TOWN OF PROSPER 250 W FIRST ST PROSPER, TX 75078, will pay to Conducive Consulting, Inc., a Texas Corporation, ("Conducive") whose principal office is located at: 3445 Executive Center Drive, Suite 216, Austin, TX 78731, the license fees or royalties specified in the Splunk® software license agreement and the support and maintenance services that Conducive and/or Splunk provides to End Users in conjunction therewith.

2. Payment Terms. End User will pay all amounts due under this Agreement in U.S. currency, free of any currency controls or other restrictions. End User will pay all license fees or royalties, support or maintenance services fees due to Conducive and/or Splunk according to the terms specified on the quote. Except as expressly specified in this Agreement or as otherwise agreed to in writing by the parties, End User will pay all other fees, expenses or other charges payable hereunder within twenty-five (25) days following the date of receipt of Conducive's invoice therefore, with no right of offset of any kind or nature.

3. Net Payments. All amounts payable by End User under this Agreement are net amounts and are payable in full, without deduction for taxes or duties of any kind. End User will be responsible for, and will promptly pay, all taxes and duties of any kind (including, but not limited to, sales, use and withholding taxes) associated with this Agreement including but not limited to its receipt and use of the Software, except for taxes based on Conducive's net income. If Conducive or Splunk is required to collect, or pays on End User's behalf, any taxes or duties for which End User is responsible, End User will promptly pay or reimburse Conducive, as the case may be, for all such amounts upon it's receipt of written notice thereof. If End User pays any withholding taxes based on the payments made by End User to Conducive hereunder, End User will promptly furnish Conducive with written documentation of all such tax payments, including receipts and other customary documentation.

4. Failure to Pay. Notwithstanding anything contained in any of the terms and conditions associated herewith, including third party license agreements and the third party support and maintenance agreements, in the event that End User fails to pay Conducive all amounts when due in accordance with paragraphs 2 and 3 and the payment terms set forth in the purchase order, Conducive, at its sole discretion, shall have the unconditional right, and End User hereby consents, to immediately terminate End User's rights and privileges to use the third party software product, the third party license agreements and all services associated therewith. However, in such instance, nothing shall relieve End User of any of its obligations hereunder.

5. Third Party License Agreements. All third party software included in this purchase order is subject to the license agreement between End User and the third party software provider.

6. Pre-payments. All prepaid Education and Professional Services must be redeemed within twelve (12) months from the date of purchase/invoice. At the end of the twelve (12) month term, any remaining pre-paid unused Education or Professional Services will expire; no refunds will be provided for any remaining pre-paid unused Education or Professional Services. 3445 Executive Center Dr, Suite 216, Austin, TX 78731

7. The Managed Splunk services provided by Conducive are pursuant to the terms and conditions of the May 2023 "MASTER SERVICES TERMS AND AGREEMENT" located at https://www.conducivesi.com/msa_terms

ADJUSTMENT: 7.2 Client's Indemnification. To the extent authorized by Texas law, Client will defend, indemnify, and hold harmless Conducive from and against any Claims to the extent such Claims arise out of a claim that any Client Material or Conducive's use of Client Materials in accordance with this Agreement (i) infringes the copyright, patent, trademark, trade secret or other proprietary or intellectual property right of a third party or (ii) does not comply with any applicable law, regulation, judgment or order.

Signature Page

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement as of the Effective Date.
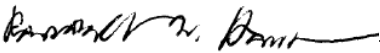
Town of Prosper

Name: Mario Canizares

Title: Town Manager

Email: mcanizares@prospertx.gov

Signature:

Signed Date:

Conducive

Name: Randy Hammelman

Title: President

Email: randy@conducivesi.com

Signature:

Signed Date: October 12, 2023