

**Order Form:** Q-19548-1  
**Date:** 9/7/2023, 12:04 PM  
**Expires On:** 12/6/2023



**Phone:** (866) 777-0069  
**Email:** info@sprbrk.com

**Ship To:**  
Wayne Fournier  
City of Tenino, WA  
149 S. Hodgden  
Tenino, Washington 98589  
wfournier@cityoftenino.org

**Bill To:**  
City of Tenino, WA  
City of Tenino, WA  
149 S. Hodgden  
PO Box 4019  
Tenino, Washington 98589  
vbarnes@cityoftenino.org

Account Manager	E-mail	Phone Number	Payment Terms
Jason Laulainen	jason.laulainen@sprbrk.com	(509) 284-8344	Net 30

Managed Services				
PRODUCT	DESCRIPTION	RATE	QTY	NET PRICE
Support Plus	Support Plus - Complete the 2021 and 2022 bank reconciliations over the next two months, with the goal of completing the annual reports for those years before December 31. Also, work to complete 2023 bank reconciliations in the spring, and to train Maria on the 2024 bank reconciliations and financial practices. The 2023 annual report would be done together for filing in May 2024.	USD 11,000.00	1	USD 10,000.00
<b>Managed Services Total:</b>				USD 10,000.00

**Grand Total: USD 10,000.00**

\* excludes applicable sales tax

## Order Details

Customer Name: City of Tenino, WA

Customer Contact: Wayne Fournier

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>

Term(s): 3 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.
- 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, one (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").

*\*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:

### Items Ordered

### Invoice Timing

Estimated Professional Services,  
On-site Professional Services, and  
Travel Expenses\*:

Monthly, in arrears for services in the prior month unless specified in Special Terms.

Fixed Fee Professional Services:

The Effective Date of this Order Form unless specified in Special Terms.

Managed Services:

Annual Report Services, begin upon the Effective Date and continue through June 30th of the signed year. Specialized training services begin upon the Effective Date and continue for four (4) months. Annual Support Plus Services, begin upon the Effective Date and continue for one year.

Hardware and One-Time Licenses:

Upon the Effective Date of this Order Form.

Software Licenses, Subscriptions,  
Maintenance, and  
Hosting (New):

Annually in advance upon Order Start Date.

Software Licenses, Subscriptions,  
Maintenance, and Hosting  
(Renewal):

Sixty (60) days in advance of the Order Start Date.

Software Subscriptions, Maintenance,  
and Hosting (Add-Ons):

Upon delivery of the product, order will be pro-rated to sync with the existing anniversary billing date and will renew annually thereafter.

Software Subscriptions (Migrations):

Upon delivery of the product, 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.

*\*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. On-site Professional Services will be subject to a daily minimum rate irrespective of hours on-site. All travel costs associated with on-site travel will be billed as incurred.*

## Special Order Terms

### Special Order Terms (if any):

Managed Services from 9/23 - 9/30/24. Billing terms to quarterly.

**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**

**Tenino, WA - City of**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Purchase Order # (if required) \_\_\_\_\_