

Licensed Products and Services

Application/Products	Application License Fees	Training, Imp. & Consulting	Project Management
Central Cash Management/Point Of Sale <i>(Assumes Training @ Single Location)</i>	\$75,000	\$12,000	\$13,500
Business Tax	\$125,000	\$44,100	\$17,500
Peoplesoft GL Interface	*see note		
OnBase Document Management Interface	*see note		
Lockbox Interface	*see note		
On-Line Business Tax Portal	*see note		
Accounts Payable Interface - Refunds	*see note		
Remittance Processor Interface	*see note		
Software Access for Online Processing**	\$2.27/transaction	N/A	N/A
Premium Dashboard	\$35,000	\$3,000	\$4,500
Work Flow Assistance (Hours) - 16		\$2,400	\$1,200
Document Attachment & Cataloging	Included		
Integrated Report Archival	Included		
Total	\$235,000	\$61,500	\$36,700
Site License	\$50,000		
Modification Fees - see note*	\$188,500		
Data Conversion	\$10,500		
Business Process Study	\$21,600		
Total Other	\$270,600		
* Total Estimated Project Costs	\$603,800	* + 28,000.00 Travel Expenses	

*Modification Fees are to be determined based on the results of the preliminary analysis and pre-installation project. The Contingency Fee contains a Not To Exceed final price based on the results of the Scoping Service conducted. Training, Consulting and or Modifications utilized in excess of those set forth in the Order Form will be billed at Springbrook's then current rate for associated services.

**On-Line Business Tax Portal is subject to the Hosted Services Addendum. Subscription products do not include any license, training, consulting or project management fees associated with it. Fees for access to the software portal are \$ 2.27 /transaction or \$9,000 max per billing cycle. Client is responsible for any associated credit card fees, which are subject to third party Merchant Agreement.

***Order Form does not include travel time or expenses. Travel Time and Expenses are subject to the Springbrook Travel Policy.

Conversion Services- Detail

Application to be converted	Conversion Estimate
Bus. License Masters	\$10,500
Total Estimated Conversion Costs	\$10,500

Definitions

Masters: static information and data, based on a single individual or entity. An example of a Master file is Customer, Employee or Vendor contact information.

History: Information that is updated or added on a regular basis that is tied to a Master File. An example of History includes Checks, Billings or Receipts.

Client Requirements

- Client must perform all data extraction from their legacy system and populate Springbrook's then current Standard Templates. Standard Templates and field listings are available for review by client upon request.
- Client must validate the accuracy of data. Data in legacy system which is incorrect or does not balance will need to be altered by Client, or incorrect results will be carried through to new system.
- Client must provide data according to the schedule mutually agreed upon with Project Manager, or project may incur changes to schedule or additional fees. Client must provide field descriptions and/or definitions For data that is being extracted from the legacy system

Vendor Requirements

- Vendor will evaluate data provided from client to ensure that all required fields have been populated, that the formats provided meet the necessary criteria, and the limitations of field ranges.
- Vendor will provide consulting services to assist client in analyzing data inputs meet criteria specified, and assist in testing to validate inputs are converted correctly to the SSI System.
- Vendor will provide a secure method for electronic data transmission.
- Vendor will ensure that all data provided in finalized templates are converted correctly into the corresponding fields or tables within the Springbrook applications.
- Once Client has offered final approval of data sets, Vendor will provide three (3) data conversions into the Live UB System and one (1) data conversion into the Live system for all other Applicable as specified on table above.

Limitations of Conversions Services

- Unless otherwise specified and agreed to, Vendor will not consult on or assist in the removal of data from Client legacy system.
- Vendor cannot convert data from legacy system which is not available in a corresponding field.
- Vendor cannot convert data into fields which exceed the maximum database field limitations.
- The services listed above do not include consulting or data manipulation for the purpose of supplying the Client with information the Client didn't previously have access to.
- Data requested to be converted after agreed to live conversion will be considered out of scope, and will require a change order, and be subject to additional fees.

All current templates and field listings are available on the Springbrook website, and included herein by reference.

Maintenance Fees

Application/Products	1st Full Year Maintenance	Managed Hosting
Central Cash Management	\$13,500	
Business Tax	\$22,500	
Premium Dashboard	\$6,300	
Managed Hosting Service		\$59,800
Total Springbrook	\$42,300	\$59,800
Site License	\$12,500	\$0
Total Other	\$12,500	\$0
Equal: Total 1st Year Fees	\$54,800	\$59,800
Less: 6/mo's Maintenance Costs Waived*	-\$21,150	
* Equal: Total 1st Year Fees	\$33,650	\$59,800 *

- If Client elects to convert from Managed Hosting Services to the alternate Cloud Services the fee will be adjusted to \$18,552/year, and Client will be entitled to a prorated credit on a month to month basis. No additional services shall be applied for services in the conversion effort.

Payment Schedule

Springbrook License Fees	\$ 235,000.00	\$ 235,000.00	100% Due on July 1, 2014
Site License Fees	\$ 50,000.00	\$ 50,000.00	100% Due on July 1, 2014
Service Fees: Training/Consulting, Project Management, Conversion, Business Process Study and Modification Fees.	\$ 318,800.00	\$ 79,700.00	25% Due on July 1, 2014
		\$ 79,700.00	25% Due upon Acceptance of Statement of Work
		\$ 79,700.00	25% Due upon Completion of Setup Phase
		\$ 79,700.00	25% Due upon Go-Live Acceptance
Managed Hosting Services	\$ 59,800.00	\$ 59,800.00	100% Due on July 1st, 2014
Maintenance Fees	\$ 54,800.00	\$ 33,650.00	100% Due 6 months from contract execution
Total Project Cost*	\$ 718,400.00	\$ 424,500.00	Due July 1, 2014

*Total Project Costs do not include travel.

This Order Form shows applications Client has purchased and the amount charged for each, the cost for implementation services, and the accompanying current maintenance costs. By signing the Order Form, Client is agreeing to purchase these applications under the umbrella of the original master agreement and the associated addenda in addition to any terms described in this agreement to be executed between Client and Vendor and to the prices contained herein. Pricing is based on standard contract. Deviations from standard contract terms may result in modified prices. Order Form assumes all products to be implemented under the scope of a single project. Client caused project delays or requests to implement modules separately may require a change order and additional services fees. Training and Business Process Study (BPS) Estimates do not include travel time or travel expenses. **Investment will vary based on number of users, servers and GB being backed up. Electronic Signatures and Copies of Documents: The parties agree that this Agreement and any other documents memorializing agreements between the parties may be executed and/or delivered by electronic means, including, without limitation, electronic signatures, images of signatures, or copies of original signatures or documents, and may be delivered by electronic mail, facsimile transmission, or other electronic or non-electronic means. All documents executed and/or delivered by electronic means shall have the same force and effect as an original, signed document, for all intents and purposes, including, without limitation, all applications of statutes of frauds, the best evidence rule, and any similar rules, statutes, regulations, or other principles of law. The party receiving a document signed and/or delivered by electronic means may rely on and use such electronic document to the same scope and extent as if it were the original, hard copy document duly executed by the other party.

Vendor: Springbrook Software, Inc.

Client:

By: _____

By: _____

Name (Print): Tim Rosener

Name (Print): _____

Title: Vice President, Corporate Development

Title: _____

Date: _____

Date: _____

AP Contact: _____

AP phone number: _____

Client Fiscal Year: _____