insightsoftware

Order Form

Order Information

Order Number	MAP02142008	Order Date	2/14/20
Order Amount	USD 22,487.00	Payment Terms	Net 30
Expiration Date	2/28/2020	Account Executive	Jordan Maynard
ERP System	PeopleSoft	Use Account	

Customer Information

End Customer Account	City & County of Lexington & Fayette, KY
Bill To Account	City & County of Lexington & Fayette, KY
Billing Address	200 E Main Street Lexington, KY 40507 United States
Billing Contact	Bill OMara

Table A

Perpetual Licenses

SKU	Product Name	Qty	Net Unit Price	Net Total
GLO-LIC-SSS-Platinum	Platinum - Spreadsheet Server	1	USD 5,500.00	USD 5,500.00
GLO-LIC-SSS-Gold	Gold - Spreadsheet Server	1	USD 3,500.00	USD 3,500.00
GLO-LIC-SSS-Profile	Profile - Spreadsheet Server (PeopleSoft)	1	USD 1,850.00	USD 1,850.00
Subtotal				USD 10,850.00

Services

SKU	Product Name	Qty	Net Unit Price	Net Total
GLO-SVC-TRN-SSGLOnsiteTrng	SS GL On-site Training (Day)	2	USD 1,850.00	USD 3,700.00
GLO-SVC-TRN-SSQDOnsiteTrng	SS QD On-site Training (Day)	3	USD 1,850.00	USD 5,550.00
Subtotal				USD 9,250.00

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Maintenance
Term: 12 months

SKU	Product Name	Net Unit Price	Net Total
GLO-MNT-SSS-AIMS	Maintenance - Spreadsheet Server	USD 2,387.00	USD 2,387.00
Subtotal			USD 2,387.00

Order Total:	USD 22,487.00

This Purchase Agreement ("**Purchase Agreement**") between Global Software, LLC d/b/a insightsoftware ("**insightsoftware**") and Customer is entered into as of the date of the last party to sign below ("**Effective Date**"). This Purchase Agreement is subject to and governed by the terms of insightsoftware's Master Services Agreement located at https://insightsoftware.com/msa/global/2019 ("MSA"). Together, this Purchase Agreement and the MSA (together, the "Agreement") sets forth the terms upon which insightsoftware and Customer have agreed relating to the licensing of insightsoftware's proprietary software ("Software") and the provision of related services referenced in Table A above. Capitalized terms used but not otherwise defined herein have the respective definitions given to them in the Agreement. For subsequent transactions, the Purchase Agreement supplements and amends the MSA and in the event of a conflict between this Purchase Agreement and the MSA, the Purchase Agreement terms shall control.

Delivery/Implementation
1.1 If applicable, insightsoftware will electronically deliver to Customer the Software listed in Table A above and related installation instructions and documentation as normally made available by insightsoftware in connection with the Software ("**Documentation**") promptly after execution of this Purchase Agreement.
1.2 Installation – Except as otherwise set forth in the Agreement or a Statement of Work, all Software products included under this Order are to be installed by Customer. The installation process is supported through insightsoftware's normal tech support "hot line". Installation of all such Software shall only be on devices controlled by the same Windows login for each licensed user. For the sake of clarity, one user may install such Software on both a Personal Computer ("PC") and a laptop, for example, as long as both devices are controlled by the same Windows login for that user and the password and user ID for such Software is the same on both devices for that user. The minimum prerequisite hardware/software requirements are stated in the Documentation.
1.3 Training/Implementation Services - If specified in Table A, insightsoftware will provide Customer with training and/or implementation services as set forth in Table A. Except as otherwise set forth in a Statement of Work, the parties will use commercially reasonable efforts to complete training/implementation services within 90 days of delivery of the Software or services set forth in Table A. On-site training class size is limited to eight (8) attendees. There will be a charge for an additional instructor for more than 8 attendees. Customer will reasonably cooperate with insightsoftware so as to enable insightsoftware to provide and complete the training/implementation services in accordance with the terms herein.
1.4 If Customer does not purchase training/implementation services, any training related calls through insightsoftware's helpdesk will be billed at insightsoftware's then-current hourly rate, billed in half hour increments.

Annual Maintenance and Support
2.1 Insightsoftware offers annual maintenance and support services for the Software ("**Support**"). Insightsoftware will provide Customer with Support commencing on the Effective Date for a period as set forth in Table A above ("**Support Term**"). The Support Term is non-cancellable and Support fees are nonrefundable, unless otherwise provided for in the Agreement. Support fees for the first year are specified in Table A above.
2.2 The Support fee for additional licenses of the Software will be co-terminus with Customer's Support Term and Company will prorate the invoice for the additional Support fees to align with Customer's anniversary date. Annual Support fees for each subsequent year is due in advance on each anniversary.
2.3 Subscription Licenses and Support shall be renewed for successive periods of one (1) year each at the end of the initial Term(s) and each subsequent Term ("**Renewal Term**"), unless the Subscription Licenses and/or Support is terminated by either party by written notice of at least sixty (60) days prior to the expiration of the then-current Term. insightsoftware reserves the right to modify Subscription Licenses and Support fees annually by providing Customer at least sixty (60) days written notice.

Payment
3.1 The fees in Table A represent the first year's fees for Subscription licenses and Support. Perpetual licenses and Services fees are one-time fees.
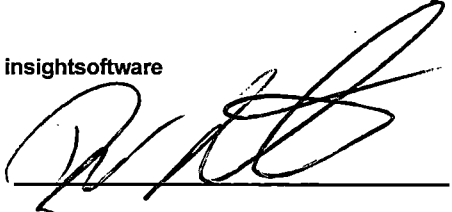
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3.2 Unless noted otherwise, insightsoftware will invoice Customer for all fees upon execution of this Purchase Agreement . Customer will pay all invoices within 30 days of the date of invoice. Invoices not paid within 30 days of the due date are subject to an interest charge of the lesser of one and one half percent (1.5%) per month and the maximum permitted by law. All prices and payments are in USD unless otherwise indicated.

3.3 Reimbursements - Customer agrees to reimburse insightsoftware for its reasonable travel expenses (airfare, lodging, meals and ground transportation, etc.) actually incurred in connection with providing the Services.

3.4 Taxes and Other Charges – Unless Customer provides insightsoftware a valid tax exemption certificate, Customer agrees to pay any and all applicable taxes resulting from any transaction hereunder, except for any taxes based on insightsoftware's net income. All amounts referenced in Table A are due to insightsoftware and are exclusive of all taxes including federal, state and local use, sales, property, ad valorem, excise and similar taxes, as well as any customs duties paid or payable, however designated related to this transaction. Customer will make payment to insightsoftware whenever insightsoftware is required to pay or collect such amount from Customer and unless required by law, Customer shall not deduct from payments to insightsoftware any amounts paid or payable to third parties for customs duties or taxes, however designated.

Global Software, LLC d/b/a insightsoftware   **City & County of Lexington & Fayette, KY**

Signature: _____   Signature: _____

Name: _____David Woodworth_____   Name: _____Linda Gorton_____

Position: _____CFO_____   Position: _____Mayor_____

Date: _____February 14 2020_____   Date: _____February 18, 2020_____

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License Summary

SKU	Product Name	Qty
GLO-LIC-SSS-Platinum	Platinum - Spreadsheet Server	1
GLO-LIC-SSS-Gold	Gold - Spreadsheet Server	1
GLO-LIC-SSS-Profile	Profile - Spreadsheet Server (PeopleSoft)	1