# Springbrook

# SPRINGBROOK SOFTWARE
## DISASTER RECOVERY SERVICES AGREEMENT

This Springbrook Software, Disaster Recovery Services Agreement (the "Agreement") is made and entered into as of 12/1/09 (the "Effective Date") by and between Springbrook Software Inc, a Oregon corporation having its principal place of business at 111 SW Fifth Avenue, Suite 1850, Portland, Oregon 97204 ("Vendor") the City of Jonesboro, an Arkansas corporation having its principal place of business at 515 West Washington, Jonesboro, AR ("Client").

This Agreement consists of the General Terms and Conditions (set forth below) and attached Addenda including addendum A, Addendum B, and Exhibit A, and does not include any other documents unless specifically agreed to in writing by Vendor and Client in accordance with Section 9.1 or this Agreement.

# GENERAL TERMS AND CONDITIONS

## 1. DEFINITIONS

Capitalized terms in this Agreement mean the following unless specifically defined in the section of the Agreement.

"Change Order" means a written request to change the terms or scope of a Statement of Work.

"Claim" means claims, demands, causes of action, debt or liability, including reasonable attorneys' fees.

"Confidential Information" means (a) any confidential, proprietary or trade secret information of the disclosing party ("Discloser") that if in tangible form is marked as confidential, secret or with a comparable legend or if disclosed orally or visually is identified as confidential at the time of disclosure; and (b) discussions relating to such information. Discloser shall use reasonable efforts to mark its confidential information in tangible form as confidential; however, tangible information that does not bear such a legend and the discussions relating thereto, will be protected hereunder as Confidential Information if the receiving party ("Recipient") knew or should have reasonably known under the circumstances that the information is confidential.

"Deliverables" means any deliverables provided to Client pursuant to a Statement of Work.

"Documentation" means the then-current, generally available, written instructions, user guides, and user manuals for the Products, if applicable, whether in electronic, paper or other equivalent form, provided by Vendor and in connection with any updates, modifications and improvements to the Licensed Software, regardless of form or media.

"EVault Software" means that Licensed Software identified as EVault software on Vendor's Order Form.

"Executable Code" means the fully compiled version of a software program that can be executed by a computer and used by an end user without further compilation.

"Fees" has the meaning set forth in Section 3.1 below.

"Hardware" means computer servers and/or other data storage appliances.

"Hosted Services" means the provision of access over the Internet to the functionality of the Licensed Software running on the System of Vendor or its third party provider.

"Indemnified Parties" means the officers, directors, employees and agents of the party seeking indemnification.

"Intellectual Property Rights" means, collectively, all worldwide intellectual property rights in and to any works of authorship, moral rights, copyrights, trademarks, service marks, patents, designs, trade secrets and algorithms.

"Licensed Software" means the machine-readable, object-code version of the software licensed by Vendor, including all related Documentation and any modified, updated or enhanced versions of the program that Vendor may provide to Client, as set forth in the Order Form.

"Managed Services" means delivery and management of equipment, applications and/or systems relating to the use of EVault Software or MetaLINCS Software.

"Vendor Software" means software products the Vendor develops, sells and maintains for it's clients, including but not limited to, Financial Suite, Utility Billing, Project management and others.

"Order Form" means the ordering documents, in a form specified by Vendor, representing the initial purchase of the

Products as well as any subsequent purchases of Products that is signed and submitted by Client to Vendor.

"Product Addendum" means an addendum to this Agreement that sets forth the additional terms and conditions applicable to a specific Product.

"Products" means one or more of the following products or services purchased by Client as set forth in an Order Form: license to use Licensed Software, Managed Services, Support Services, Professional Services and Hardware.

"Professional Services" means implementation, training, installation and data recovery, migration and restoration services and other professional services provided by Vendor to Client, but specifically excluding Support Services and Managed Services.

"Project Coordinator" means that project coordinator, designated by Client, in connection with Professional Services.

"Software as a Service" ("SAAS") means an application licensed to Client via this Agreement for use on demand.

"Source Code" means the human-readable version of a software program than can be compiled into Executable Code.

"Statement of Work" means a statement of work signed by the parties pursuant to which Vendor provides Professional Services to Client and is covered by the terms and conditions of this Agreement.

"Support Services" means maintenance and technical support services provided by Vendor for Licensed Software or Hosted Services, but specifically excluding Managed Services.

"System" means the computer hardware and software (including, without limitation, the Licensed Software and other software applications, software interfaces, operating system and databases), data storage and all other resources (including, without limitation) telecommunications equipment) used by Vendor or its third party providers to make Licensed Software and Client's data available to, and usable by, Client via the Internet.

"Taxes" has the meaning set forth in Section 3.3.

"Term" has the meaning set forth in Section 9.1.

"Third Party Software" means any software, licensed as a stand alone product or as a part of another software, that is not owned by Vendor Inc. or its subsidiaries.

## 2. SCOPE OF AGREEMENT

### 2.1 Scope.

This Agreement states the terms and conditions pursuant to which Vendor will License to Client Disaster Recovery related products and related Licensed Software, Support Services, Professional Services and Hardware. These General Terms and Conditions may be supplemented by the Product Addenda attached hereto Client understands that all or certain portions of the Products sold or licensed under this Agreement may be provided by a third party service provider.

### 2.2 Professional Services.

#### 2.2.1 Statements of Work.

Client and Vendor will enter into a statement of work to provide Professional Services, Client and Vendor shall enter into a Statement of Work that describes the specific services to be performed by Vendor. If there is a conflict between the provisions of this Agreement and a Statement of Work, the relevant provisions of this Agreement will control unless the Statement of Work expressly provides otherwise. Following execution of a Statement of Work, Client may request changes to the scope of the Professional Services described therein by sending to Vendor a Change Order. Vendor will review the Change Order and notify Client in writing of any financial or schedule change required to implement the Change Order. The Change Order will not be binding unless agreed to in writing by both parties.

#### 2.2.2 Performance of Services.

Unless the Professional Services are such that they must be performed at Client's premises, Vendor may perform the Professional Services at Vendor's or Client's place of business, at Vendor's sole and absolute option. Clients are responsible for all reasonable travel expenses related to performance of services under this agreement. Vendor will have sole and absolute discretion to determine personnel assigned to perform the Professional Services.

#### 2.2.3 Client Project Coordinator.

Client shall designate a Project Coordinator. The Project Coordinator will have the authority to bind Client in all matters with respect to this Agreement and any Statements of Work, as set forth in applicable Order Forms, including, without limitation, directing Vendor to perform work, agreeing to Change Orders, and approving all Vendor delivered services.

#### 2.2.4 Access.

Client shall provide Vendor personnel, upon request, with the necessary access to hardware and other systems as well as reasonable office space. Client warrants and represents that it owns all right, title and interest in and to, or has full and sufficient right and authority to use in the manner contemplated by this Agreement and any Statement of Work, any hardware, software, programming, materials or data furnished or made available by

Client to Vendor in connection with Vendor's performance of this Agreement.

## 2.2.5 Intellectual Property Rights.

Client agrees that Vendor at all times owns all Intellectual Property Rights related to the Professional Services, the Deliverables and all documentation related to the foregoing. Client will have a nonexclusive and nontransferable License to use such Deliverables for the business activities generally carried out by Client. This non exclusive and non transferable License is only valid while this agreement is in effect. All computer software and other materials owned by Vendor and used by Vendor in conjunction with the Professional Services or incorporated into the Deliverables will belong exclusively to Vendor or its third party providers, whether or not they were specifically adapted by Vendor for use by Client. Client agrees that any concepts, ideas, know-how or techniques developed during the course of this Agreement or any Statement of Work by Vendor, or jointly by Vendor and Client, will be the exclusive intellectual property of Vendor.

## 3. FEES AND PAYMENT

### 3.1 Fees.

Client will remit to Vendor all applicable fees, including but not limited to License, hosting, support and other fees (if any) for those Products purchased by Client, as set forth in the applicable Order Form or Statement of Work (collectively, "Fees"). In addition, Client shall reimburse Vendor for any reasonable expenses, including travel, phone, internet and related expenses incurred in the performance of Professional Services. Except as specifically set forth in this Agreement, including the Product Addenda, all Fees are non-refundable.

### 3.2 Payment.

Payments due under this Agreement shall be made in U.S. currency in the amounts and at the times set forth in the applicable Order Form or Statement of Work or, if not indicated therein, within thirty (30) days of the date of invoice. If Client fails to timely pay any amount when due, Client shall pay, in addition, interest at the rate of one percent (1%) per month, but not to exceed the maximum allowed by law, on such delinquent amount.

### 3.3 Taxes.

All Fees are exclusive of any sales, value-added, foreign withholding or other government taxes, duties, fees, excises, or tariffs imposed on the production, storage, licensing, sale, transportation, import, export, or use of the Products or performance of any services (collectively, "Taxes"). If the Vendor is assessed taxes related to services provided under this agreement, Client will be responsible for, and will reimburse

Vendor within thirty (30) days of request for, all such Taxes and any related penalties, except for taxes imposed on Vendor's net income.

## 4. OWNERSHIP

### 4.1 Title.

Client acknowledges, represents and warrants that title to and ownership of the Products and Systems, including all corrections, enhancements, or other modifications to the Licensed Software, are the sole and exclusive property of Vendor and its third party vendors. Proprietary Rights Notices.

Client shall not delete, alter, cover, or distort any copyright, trademark, or other intellectual property rights placed on or in the Products and shall ensure that all intellectual property rights are reproduced on all copies thereof.

## 5. CONFIDENTIALITY

### 5.1 Obligations.

Each party acknowledges that, in the course of the performance of this Agreement, it may obtain the Confidential Information of the other party. The duty to protect any Confidential Information shall survive the Termination of this Agreement. Vendor and Client shall take all reasonable steps to prevent the unauthorized disclosure of and maintain the confidentiality of the Confidential Information of Discloser. Recipient shall not disclose the Confidential Information of Discloser to any employees or third parties except as specifically authorized or to Vendor's third party providers, employees (including independent contractors), subsidiaries and consultants of Recipient and Vendor and Client shall use their best efforts to ensure that any Recipient has at least an equivalent confidentiality obligation and that Recipient shall be liable for any breach by such individual or entity. However, the parties acknowledge and agree that, notwithstanding such measures taken to prevent unauthorized disclosure, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to Confidential Information. The Confidential Information disclosed by Discloser may only be used by Recipient as necessary to perform its obligations or exercise its rights under this Agreement.

### 5.2 Exceptions.

The obligations set forth in Section 5.1 will not apply to any information that is required to be disclosed by:

5.2.1   A court or other governmental body or

5.2.2   otherwise required by law. Such disclosure will not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Recipient will provide prompt written notice thereof to Discloser.

## 6. LIMITED WARRANTIES AND DISCLAIMERS

### 6.1 Assumption of Responsibility.

Client assumes all responsibility for the selection of, use of, and results obtained from the Products. All warranties, express or implied, extend solely to Client and not to any third parties.

### 6.2 Professional Services.

Vendor warrants to Client that the Professional Services will be of a professional quality conforming to generally accepted industry standards and practices. For any breach of this warranty, Client's sole and exclusive remedy and Vendor's sole and exclusive liability, will be for Vendor to re-perform the services and if after a reasonable number of attempts, Vendor is unable to provide Professional Services that comply with the warranty, Client may terminate the applicable Statement of Work. Any claim under this warranty must be made to Vendor in writing within thirty (30) days after delivery of the non-compliant services.

### 6.3 DISCLAIMER.

EXCEPT AS EXPRESSLY WARRANTED IN SECTION 6.2 ABOVE AND THE APPLICABLE PRODUCT ADDENDUM, THE PRODUCTS ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR NON-MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATIONAL CONTENT OR RESULTS, OR SYSTEM INTEGRATION, OR ANY WARRANTIES OR CONDITIONS ARISING UNDER ANY OTHER LEGAL REQUIREMENT. VENDOR MAKES NO WARRANTY THAT THE LICENSED SOFTWARE WILL RUN PROPERLY ON ALL HARDWARE, THAT THE LICENSED SOFTWARE, HOSTED SERVICES OR OTHER PRODUCTS WILL MEET THE NEEDS OR REQUIREMENTS OF CLIENT OR ITS USERS, WILL OPERATE IN THE COMBINATIONS THAT MAY BE SELECTED FOR USE BY CLIENT OR ITS USERS, THAT THE LICENSED SOFTWARE OR HOSTED SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

## 7. INDEMNIFICATION

### 7.1 By Client.

Client shall indemnify, defend and hold Springbrook harmless from and Claims to the extent that the Claims are based upon:

7.1.1 Clients Failure to verify the appropriate use of data, services and products provided by Vendor

7.1.2 Failure of Client to audit and verify the accuracy and appropriateness of data, services and products provided by Vendor; and.

7.1.3 Client's gross negligence or willful misconduct as it relates to product and services provided under this Agreement.

### 7.2 By Vendor.

Vendor shall indemnify, defend and hold Client harmless from and against any Claims to the extent that the Claims are based willful misconduct or the Gross negligence by the Vendor.

### 7.3 Entire Obligation.

THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 7 ARE EACH PARTY'S ENTIRE OBLIGATION AND LIABILITY FROM OR RELATED TO THIS AGREEMENT REGARDING THIRD PARTY CLAIMS.

## 8. LIMITATION OF LIABILITY

### 8.1 Waiver of Consequential Damages.

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR: (a) THIRD PARTY CLAIMS OR LIABILITIES OTHER THAN THOSE IDENTIFIED IN SECTION 7; OR (b) ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE TO DATA, INACCURACY OF DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS OR LOSS OF GOODWILL, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.

### 8.2 Cap On Liability.

IN NO EVENT WILL THE TOTAL LIABILITY OF VENDOR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED (A) WITH RESPECT TO PROFESSIONAL SERVICES, THE FEES PAID BY CLIENT UNDER THE APPLICABLE STATEMENT OF WORK; AND (B) WITH RESPECT TO ANY OTHER PRODUCTS, THE CAPS ON LIABILITY SET FORTH IN THE APPLICABLE PRODUCT ADDENDA, NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER. IN NO EVENT will

VENDOR'S LICENSORS OR THIRD PARTY PROVIDERS BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT.

### 8.3    Disclaimer.

THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, AND STATUTORY CLAIMS. EACH OF THE PARTIES ACKNOWLEDGES THAT IT UNDERSTANDS THE LEGAL AND ECONOMIC RAMIFICATIONS OF THE FOREGOING LIMITATIONS, AND THAT THE FOREGOING LIMITATIONS ALLOCATE THE VARIOUS RISKS BETWEEN THE PARTIES AND FORM AN ESSENTIAL PART OF THE AGREEMENT OF THE PARTIES.

## 9.    TERM AND TERMINATION

### 9.1    Term.

This Agreement will commence upon the Effective Date and will continue for the period set forth in the applicable Order Forms (subject to the renewal terms set forth in the applicable Product Addendum) and/or Statements of Work ("Term"), unless earlier terminated in accordance with the provisions of this Agreement.

### 9.2    Termination.

Either party may terminate this Agreement, a Statement of Work and all licenses and services provided hereunder upon written notice: (a) if the other party materially breaches this Agreement, including any Product Addenda, and fails to cure such breach within thirty (30) days after receiving Specific written notice of "Breach of Contract" from the non-breaching party; (b) Vendor may terminate this Agreement and/or a Statement of Work, effective immediately, if Client fails to pay any portion of the Fees when due within ten (10) days after receiving written notice from Vendor that payment is past due. Additional termination rights applicable to (i) Professional Services are set forth in Section 2.2.2 above; and (ii) other Products are set forth in the warranty and/or termination provisions in the applicable Product Addendum.

### 9.3    Obligations Upon Termination.

Upon the termination or expiration of this Agreement:

9.3.1    Client shall promptly pay in full all outstanding payments to Vendor (but in any event, no later than ten (10) days following the date on which termination or expiration is effective);

9.3.2    all licenses granted hereunder (if any) will immediately terminate and Client shall immediately cease all use of the Products;

9.3.3    Client shall remove all copies of the Licensed Software from its computer systems and shall return or destroy, at Vendor's option, all such copies; and (d) the receiving party shall promptly return all Confidential Information of the disclosing party in its the possession or control. With respect to (c) and (d) of the preceding sentence, Client shall certify to Vendor in writing within ten (10) days of the date on which termination or expiration is effective that it has made no other copies, or has completely destroyed all copies, including backup or archive copies, of the Licensed Software or any portion thereof, and that no copies of any portion of the Licensed Software are in existence on any network, system, or equipment ever owned or used by Client. The expiration or termination of this Agreement does not relieve either party of any obligations that have accrued on or before the effective date of the termination or expiration.

### 9.4    Survival.

The following Sections will survive the termination or expiration of this Agreement: 1 and 4 through 10, and any other provisions of this Agreement, including any Product Addenda, that by reasonable interpretation are intended by the parties to survive the termination or expiration of this Agreement.

## 10.    GENERAL

### 10.1    Reservation of rights

All rights not expressly granted to Client in this Agreement are reserved by Vendor and its third party providers.

### 10.2    Entire Agreement.

This Agreement, including the Product Addenda and any Order Forms or Statements of Work, constitutes the entire agreement between the parties and supersedes all previous and contemporaneous agreements, understandings and arrangements with respect to the subject matter hereof, whether oral or written.

### 10.3    Amendment.

This Agreement may be amended or supplemented only by a writing that refers explicitly to this Agreement and that is signed by both parties.

## 10.4 Waiver.

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing, signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

## 10.5 Severability.

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree that any invalid provision will be deemed to be restated so as to be enforceable to the maximum extent permissible under law consistent with the original intent and economic terms of the invalid provision.

## 10.6 Relationship of Parties.

The parties to this Agreement are independent contractors. There is no relationship of agency, partnership, joint venture, employment or franchise between the parties. Neither party will have, and will not represent that it has, any power, right or authority to bind the other party, or to assume or create any obligation or responsibility, express or implied, on behalf of the other party or in the other party's name.

## 10.7 Non-Exclusive Relationship.

This Agreement is non-exclusive. Each party will be free to enter into other similar agreements or arrangements with other third parties.

## 10.8 Assignment.

Neither party will indirectly or directly transfer or assign any rights under this Agreement, in whole or part, without the prior written consent of the other party. Notwithstanding the foregoing, the Vendor may, without the prior written consent of the other party, assign this Agreement to a subsidiary or affiliated entity as part of a divestiture, corporate reorganization or consolidation or to another party in connection with a merger, acquisition, or sale of substantially all assets or stock to which this Agreement relates, provided the successor agrees in writing to assume all of the assigning party's obligations hereunder. Any assignments contrary to this Section 10.7 will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

## 10.9 Compliance With Laws.

Each party shall be responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business and this Agreement, and agrees to comply with all such laws, regulations and other legal requirements.

## 10.10 Force Majeure.

Except for Client's payment obligations under this Agreement, neither party will be liable for any failure or delay in performance under this Agreement which might be due in whole or in part, directly or indirectly, to any contingency, delay, failure, or cause of, any nature beyond the reasonable control of such party. Such causes include, without in any way limiting the generality of the foregoing, fire, explosion, earthquake, storm, flood or other weather, unavailability of necessary utilities or raw materials, power outage, strike, lockout, unavailability of components, activities of a combination of workmen or other labor difficulties, war, act of terrorism, insurrection, riot, act of God or the public enemy, law, act, order, export control regulation, proclamation decree, regulation, ordinance, or instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement). If, however, a party's performance is prevented for ninety (90) days or more, then the other party will be entitled to terminate this Agreement on written notice to the party suffering the force majeure at any time prior to resumption of performance by the party suffering the force majeure.

## 10.11 Inspections.

Client will permit Vendor or its representatives to review Client's relevant records and inspect Client's facilities and systems to ensure compliance with the Agreement. Vendor will give Client at least ten (10) days advance notice of any such inspection and will conduct the same during normal business hours in a manner that does not unreasonably interfere with Client's normal operations.

## 10.12 Governing Law.

This Agreement will be governed by and construed under the laws of the United States, the State of Oregon, and Multnomah County. This Agreement will be deemed to have been made and entered into in Multnomah County, Oregon.

## 10.13 Dispute Resolution and Jurisdiction.

The parties will attempt to resolve any dispute relating to this Agreement by good faith negotiation between business principals. Thereafter, the parties will submit their dispute to a mutual agreed to Judicial Arbitror and Mediator

## 10.14 Attorneys Fees.

In the event any attorney is employed by any party to this Agreement with regard to any legal action, arbitration or other proceeding brought by any party for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of

this Agreement, then the party or parties prevailing in such proceeding, whether at trial or upon appeal, will be entitled to recover reasonable attorneys' fees and other costs and expenses incurred, in addition to any other relief to which it may be entitled.

## 10.15    Notices.

All notices, consents, and approvals under this Agreement must be delivered in writing by courier, by overnight mail service or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address set forth beneath such party's signature and will be effective upon receipt. Either party may change its address by giving written notice of the new address to the other party.

## 10.16    Press Release.

In the event that Vendor wishes to issue a press release announcing the existence of the relationship between the parties and the nature of this Agreement, Vendor will provide such press release to Client for Client's written approval and consent. Such approval and consent will be in Client's sole discretion. No other press releases that mention the other party shall be issued without the other party's prior written approval. Client agrees to allow Vendor to list client as a customer.

## 10.17    Construction of Agreement.

This Agreement has been approved by the respective parties hereto and the language hereof will not be construed for or against any party. The titles and headings herein are for reference purposes only and will not in any manner limit the construction of this Agreement, which will be considered as a whole.

## 10.18    Counterparts and Electronic Signatures.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Each party agrees that electronic or facsimile signatures of authorized representatives of either party will be binding for the purposes of executing this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the Effective Date in duplicate by its duly authorized officer or representative.

Vendor

By: _Chau Baumgardner_

Name (Print): _Char Baumgardner_

Title: _Contract Administrator_

## ADDENDUM A
## SPRINGBROOK EVAULT BACKUP SERVICES
## ADDENDUM A TO: DISASTER RECOVERY SERVICES AGREEMENT

This Addendum sets forth additional terms and conditions applicable to the Springbrook Evault Backup Services purchased by Client from Vendor, including, without limitation, it's supplements and the terms and conditions set forth in that Springbrook Disaster Recovery Services Agreement (the "Master Agreement") entered into by Vendor and Client. Capitalized terms used in this Addendum but not defined herein will have the meanings set forth in the Master Agreement.

### 1. DEFINITIONS

"Client Data" means any data, information and other materials generated by the Users' use of EVault Software and that is stored by Vendor or its third party providers as a part of the EVault SaaS Services.

"EVault Agent Software" means that Licensed Software identified as EVault agent software on Vendor's price list.

"EVault SaaS Services" means a Hosted Service that provides off-site automated data protection and recovery using EVault Software. The level of EVault SaaS Services purchased by Client is set forth in the applicable Order Form and the features of such level of service are set forth in the applicable Product Documentation.

"EVault Software" means that Licensed Software identified as EVault software on Vendor's Order Form, including, without limitation, EVault Agent Software and Plug-in Software.

"Plug-in Software" means that Licensed Software identified as an EVault software plug-in on Vendor's Order Form.

"Support" means the general maintenance and technical support services described in Section 2.2 for the EVault SaaS Services.

"Services Effective Date" means the date upon which the EVault SaaS Services is operational.

"Users" means Client's employees, contractors and agents.

### 2. PROVISION AND USE OF SERVICES

#### 2.1 Hosted Services.

Commencing within 7 days of the Services Effective Date, Vendor will provide to Client that level of EVault SaaS Services and SaaS Support purchased by Client, as set forth in the applicable Order Form. For all levels of EVault SaaS Services, Vendor will provide online access to Client's backup data for restoration and recovery purposes on a continuous basis; however, Vendor reserves the right to physically ship to Client the backup data on a mobile device within twenty-four (24) business hours. The obligations of Vendor with respect to each

level of EVault SaaS Services is set forth in the applicable Product Documentation. Upon the request of Client, Vendor will provide implementation, on-site training and installation services for an additional fee.

#### 2.2 Support.

Vendor will provide to Client the following maintenance and support services for Services, which services are included in the subscription fee:

#### 2.3 Technical support via telephone, e-mail and web submission available from 6:00 am to 6:00 pm (PST time zone, Monday through Friday (excluding holidays observed by Vendor);

#### 2.4 Maintenance releases and new versions, as available.

#### 2.5 Software License.

As a part of the provision of the EVault SaaS Services, the EVault Agent Software and Plug-in Software, if applicable, must be installed on Client's systems by Vendor and Client must access other EVault Software running on the Systems via the Internet. Subject to the terms and conditions of the Master Agreement and this Addendum, Vendor grants to Client, for use solely by Client and its Users, a limited, non-exclusive and non-transferable right and license to (a) use the EVault Agent Software and Plug-in Software (in Executable Code form) as specifically configured by Vendor solely in connection with Vendor's provision of the EVault SaaS Services; and (b) access and use the EVault Software via the Internet solely for Client's own internal business purposes. The EVault Agent Software and Plug-in Software are licensed on a perpetual basis as long as this agreement is in effect.

#### 2.6 Passwords.

Users will access the EVault SaaS Services via the Internet by means of a specific account and passwords provided by Vendor. Vendor will issue to Client, or will authorize Client to issue, a password (each, a "Password") for each User authorized to use the EVault SaaS Services and access the EVault Software using Client's account. Client is solely responsible for the confidentiality and use of its Passwords and the Client account.

In no event will Vendor or its third party providers be liable for any loss of Client Data or other claims to the extent the same arose from unauthorized access to the Client's account by obtaining a Password caused by a negligent or an intentional act or omission of Client.

## 2.7 Restrictions on Use.

Client will not, directly or indirectly, do any of the following: (a) modify, adapt, alter, translate, or create derivative works from the EVault Software; (b) merge the EVault Software with other software; (c) sublicense, lease, rent, loan, distribute, sell or otherwise transfer or make available the EVault Software to any third party except as specifically permitted by the Master Agreement; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the EVault Software; (e) use the EVault Software or EVault SaaS Services to process data or provide any service bureau activity for any third party; (f) otherwise use the EVault Software except as expressly allowed under this Section 2; (g) violate any local, state, federal or foreign law, treaty, regulation or convention applicable to Client in connection with its Users' use of the EVault Software; (h) willfully tamper with the security of the any of the Systems or tamper with other Client accounts of EVault SaaS Services; (i) attempt to access data on the System not intended for Client; (j) attempt to probe, scan or test the vulnerability of any Systems or to breach the security or authentication measures without proper authorization; (k) willfully render any part of the Systems unusable; or (l) publish or disclose to third parties any evaluation of the EVault Software or EVault SaaS Services without Vendor's prior written consent.

## 2.8 Third Party Software.

Notwithstanding anything to the contrary contained in the Agreement, including this Addendum, any Third Party Software included in the Licensed Software or licensed as a stand alone product is subject to the terms and conditions of any end user license agreement acVendoring such software and/or posted on Vendor's website or the websites of its third party providers.

## 3. CLIENT RESPONSIBILITIES

### 3.1 Backing Up Data.

Client will perform regular backups using the EVault SaaS Services to hardware that Vendor or its third party providers owns and maintains at one of its data centers. Client shall report to Vendor any errors in executing such backups promptly by e-mail or telephone.

### 3.2 Security.

Client shall implement reasonable security and environmental precautions to ensure a high level of system availability and data protection and recovery. Client acknowledges and agrees that the security mechanisms implemented by Vendor and its third party providers have inherent limitations and Client is solely responsible for determining that this mechanism sufficiently meets Client's security and operational needs.

### 3.3 Associated Costs.

Client is responsible for providing all hardware systems necessary to support and use the EVault SaaS Services and for implementing reasonable security and environmental precautions for use of the EVault SaaS Services. Client is responsible for all communication and other costs associated with the use of the EVault SaaS Services.

### 3.4 Client's Data.

Client agrees that it is solely responsible for the content of all communications it makes while using Client's account and all Client Data it processes using the EVault Software and EVault SaaS Services. Client agrees that Users will not use the EVault SaaS Services to communicate any message or material that (a) is known, or reasonably should be known, to be libelous, harmful to minors, obscene or constitutes pornography; (b) is known, or reasonably should be known, to infringe the copyrights, patents, trade secrets, trademarks, trade names or other proprietary rights of a third party or is otherwise unlawful; or (c) would otherwise give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offence, under any applicable law or regulation. Client is solely responsible for the collection, accuracy, currency, quality, legality, completeness and use of Client Data that is processed using the EVault SaaS Services, stored on the System, or disclosed to or used by Client or Users in connection with the EVault Software.

## 4. FEES.

The subscription fees for the EVault SaaS Services are set forth in the applicable Order Form and are payable in accordance with Section 3 of the Master Agreement; provided, however, that all fees for EVault SaaS Small Business Edition must be paid by credit card. All fees for EVault SaaS Services are non-refundable.
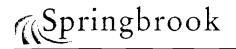
## 5. CONFIDENTIALITY.

For the avoidance of doubt, Client Data is deemed to be Confidential Information. Notwithstanding anything to the contrary in Section 5 of the Master Agreement, the obligations of Vendor set forth in Section 5 will apply to Client Data indefinitely notwithstanding any termination of the EVault SaaS Services.

## 6. LIMITED WARRANTY AND DISCLAIMERS

### 6.1 Functionality Warranty.

Vendor warrants to Client that the EVault SaaS Services, excluding the Plug-in Software, under normal use, will perform

substantially in accordance with the Documentation. For any breach of this warranty and to the extent not otherwise covered by SaaS Support, Client's sole and exclusive remedy and Vendor's sole and exclusive liability, will be for Vendor to use reasonable efforts to correct promptly any documents, reproducible errors and defects to make the EVault SaaS Services operate as warranted and if after a reasonable number of attempts, Vendor is unable to provide EVault SaaS Services that comply with the warranty, Client may terminate the EVault SaaS Services. Any claim under this warranty must be made to Vendor in writing within thirty (30) days after delivery of the non-compliant services. THIS IS THE ONLY WARRANTY MADE BY VENDOR REGARDING THE EVAULT SaaS SERVICES; CLIENT ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY WARRANTIES OR CONDITIONS OTHER THAN THE EXPRESS WARRANTY SET FORTH IN THIS SECTION 6.1. Vendor PROVIDES THIRD PARTY SOFTWARE "AS IS" WITHOUT WARRANTIES OF ANY KIND, ALTHOUGH THE THIRD PARTY SUPPLIERS OF SUCH SOFTWARE MAY PROVIDE THEIR OWN WARRANTIES.

## 6.2    SaaS Support Warranty.

Vendor warrants to Client that the SaaS Support will be of professional quality conforming to generally accepted industry standards and practices. For any breach of this warranty, Client's sole and exclusive remedy and Vendor's sole and exclusive liability, will be for Vendor to re-perform the services and if after a reasonable number of attempts, Vendor is unable to provide SaaS Support that complies with the warranty, Client may terminate the EVault SaaS Services. Any claim under this warranty must be made to Vendor in writing within thirty (30) days after delivery of the non-compliant services. THIS IS THE ONLY WARRANTY MADE BY VENDOR REGARDING SaaS SUPPORT; CLIENT ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY WARRANTIES OR CONDITIONS OTHER THAN THE EXPRESS WARRANTY SET FORTH IN THIS SECTION 6.2.

## 6.3    Plug-in Software Warranty.

Vendor warrants to Client that for a period of thirty (30) days following the date of delivery (the "Warranty Period"), the Plug-in Software, under normal use and if installed properly on hardware appropriate for use therewith, shall perform substantially in accordance with the Documentation. For any breach of this warranty during the Warranty Period, Client's sole and exclusive remedy and Vendor's sole and excusive liability, will be for Vendor to use reasonable efforts to correct promptly any documents, reproducible errors and defects to make the Plug-in Software operate as warranted. THIS IS THE ONLY WARRANTY MADE BY VENDOR REGARDING THE PLUG-IN SOFTWARE; CLIENT ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY WARRANTIES OR

CONDITIONS OTHER THAN THE EXPRESS WARRANTY SET FORTH IN THIS SECTION 6.3.

## 7.    CAP ON LIABILITY.

VENDOR'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS ADDENDUM AND THE EVAULT SaaS SERVICES WILL NOT EXCEED THE FEES PAID BY CLIENT DURING THE THREE (12) MONTH PERIOD IMMEDIATELY PRECEEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED, NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.

## 8.    TERM AND TERMINATION

### 8.1    Term.

The EVault SaaS Services will commence on the Services Effective Date and remain in effect for that term set forth in the applicable Order Form, unless terminated in accordance with Section 9.2 of the Master Agreement or this Section 8.1. Upon expiration of the initial term and any renewal term, the term will automatically renew for additional one (1) year terms unless either party notifies the other of its intention not to renew at least sixty (60) days prior to the renewal date. During any renewal term, the fees set forth on Vendor's price schedule in effect upon the renewal date will apply.

### 8.2    Termination.

In addition to those termination rights set forth in Section 9.2 of the Master Agreement and Section 6 above, Client may terminate the EVault SaaS Services for convenience upon thirty (30) days written notice to Vendor and by immediately paying a termination fee equal to (a) the monthly subscription fee in effect for the term at the time that Vendor receives the termination notice, multiplied by (b) the number of months remaining in the current term.

### 8.3    Obligations Upon Termination.

In addition to those terms set forth in Section 9.3 of the Master Agreement, and notwithstanding Section 9.3(d) of the Master Agreement, with respect to Client Data maintained at a Vendor data center, within thirty (12) days following termination or expiration of the EVault SaaS Services, upon Client's request and payment of the applicable fees, Vendor will export such Client Data to a mobile device and return such data to Client. In the alternative, Client may request, in writing, that Vendor delete all Client Data maintained at a Vendor data center. Client understands and agrees that following such thirty (30) day

period, Vendor may delete all of the Client Data from its systems and will have no liability for such action.

## 8.4    Survival.

The following Sections of this Addendum will survive the termination or expiration of this Addendum or the EVault SaaS Services provided hereunder: Sections 2.3 (with respect to Plug-in Software, if applicable), 2.

## SPRINGBROOK EVAULT REMOTE DISASTER RECOVERY SERVICE
## ADDENDUM B TO: DISASTER RECOVERY SERVICES AGREEMENT

This Addendum sets forth additional terms and conditions applicable to the Springbrook Remote Disaster Recovery (RDR) Services purchased by Client from Vendor, including, without limitation, It supplements the terms and conditions set forth in that Springbrook Disaster Recovery Services Agreement (SaaS) (the "Master Agreement") entered into by Vendor and Client. Capitalized terms used in this Addendum but not defined herein will have the meanings set forth in the Master Agreement.

### 1. DEFINITIONS

"Covered Equipment" means the server or servers that are running Vendor License products and identified the applicable Order Form and located at the Covered Site for which Client may use the RDR Services.

"Covered Site" means that location listed on the applicable Order Form where the Covered Equipment is located for which Client may use the RDR Services.

"Disaster" means any unplanned event or condition that renders Client unable to use the Covered Equipment at the Covered Site for its intended computer processing and related business production purposes. A Disaster encompasses the time from which a disaster is declared to the time when client informs vendor tat disaster services are not longer required. For the purposes of this agreement a test of the RDR services is not consider a Disaster.

"RDR Services" means that level of disaster recovery services purchased by Client as set forth in the applicable Order Form and as more fully described in this Addendum.

"RDR Services Effective Date" means the date upon which the RDR Services commence, as set forth in the applicable Order Form.

"RDR Services Fees" means the monthly fee, disaster declaration fee, daily usage fee and any other fees for RDR Services set forth in the applicable Order Form.

"Test" means a disaster recovery test, as described in Section 4.1 below.

"Warm Site" has the meaning set forth in Section 2 below.

### 2. EVAULT REMOTE DISASTER RECOVERY.

Subject to the terms and conditions of the Master Agreement, including this Addendum, Vendor shall provide to Client the RDR Services for the Covered Equipment at the Covered Site only, as set forth in the applicable Order Form. Depending upon the level of RDR Services purchased by Client, as designated in the applicable Order Form, in the event Client declares a Disaster, Vendor will provide an installed, fully operational computer system and networking capability, equal to or better than the site configuration described in Exhibit A to this Addendum (the "Warm Site"), upon which Vendor or Client, as applicable, can restore Client's data.

### 3. CLIENT RESPONSIBILITIES.

3.1 Level of Services.

Client is responsible for determining whether the service level selected by Client and specified in the applicable Order Form is sufficient to meet Client's requirements for continuing its information processing activities in the event a Disaster is declared.

3.2 Client Software.

During the term of the RDR Services, Client shall maintain its EVault Software, system software and operating systems at a release level for which Vendor or the manufacturer, as applicable, then currently provides support.

3.3 Testing.

Subject to Section 4.1 below. Client shall conduct disaster recovery testing under the supervision of Vendor as soon as practicable following the RDR Services Effective Date. Client is responsible for scheduling this test and ensuring that this test occurs prior to a declaration of a Disaster. As a part of such testing, Client shall identify its disaster recovery leads.

3.4 Declaration of a Disaster.

Client shall designate one or more individuals who have the authority to declare a Disaster on behalf of Client and provide to Vendor a list of such individuals. Client understands and agrees that a Disaster may only be declared by one of these individuals. In the event a Disaster occurs, Client must notify Vendor that it is declaring a Disaster in accordance with that disaster recovery declaration process provided by Vendor.

3.5 During a Disaster.

During a disaster recovery using the RDR Services, Client shall provide any equipment, software, workspace, supplies, personnel and/or telecommunications services needed, that are not included in the configurations specified in Exhibit A to this Addendum.

Client must also provide any check stock, Statements, or any other client specific blank forms required to support client. Client also must re-routing all external IP addresses and aliases to the IP addresses provide by Vendor.

## 3.6    Declaring Users

If the client declares a Disaster, Client must provide a list of users that will need access to the Applications running on the Warm Site. Client understands that the number of users is limited, as set forth in the applicable Order Form.

## 3.7    Encryption Keys.

If Client declares a Disaster, Client must provide to Vendor its encryption keys in order for Vendor to be able to restore the data to the Warm Site. Such encryption keys are deemed to be Confidential Information and Vendor will hold such keys and all data protected by such keys in accordance with Vendors confidentiality obligations set forth in the Master Agreement. Client understands that failure to provide Encryption keys will result in vendor not being able to transfer data to the Warm Site. This failure in no way constitutes a breech of the vendors ability to perform under this agreement.

## 3.8    After a Disaster

Following a Disaster, Client is responsible for installing all new equipment, operating system and other non vendor provided software and services.

## 4.    VENDOR RESPONSIBLITIES.

## 4.1    Testing.

Vendor shall provide Client with access to a Warm Site in order to conduct testing, as set forth in the applicable Order Form. If Client requires additional testing, a Warm Site will be available to Client for a fee, as set forth in Vendor's then current order form. Client must schedule tests at least sixty (60) days in advance. Test time is available on a 8 hour a day, 5 day a week basis. Priority for use of the Warm Sites is given to Clients that have a declared Disaster. Accordingly, all tests are subject to cancellation by Vendor and in the event of a cancellation, will be rescheduled as soon as possible. During each Test, Vendor support staff shall provide reasonable supplies and support to Client, as needed.

## 4.2    During a Disaster

(a) Upon notification of a disaster from the Clients designated authority and receipt of Encryption Keys from the client. Vendor will initiate its then current client disaster recovery procedures. (b) Vendor will request a current backup from the offsite storage facility and will install it at the Warm Site. (c) Vendor will setup access to the warm site in accordance with the RDR services that were, as set forth in the applicable Order Form. (d) Vendor will contact Client and give them information that is required to access their systems. (e) Vendor will maintain the Warm Site for the client, as set forth in applicable Order Form. If the client wishes

additional services, users, or to extend the time that the Warm Site is available additional fees will apply.

## 4.3    Support During a Disaster.

During a Disaster, Vendor's support staff shall provide support to Client on a 24 hour a day, 7 day a week basis, as needed.

## 4.4    After a Disaster

After a disaster, Vendor will assist client in re-installing from current backups the vendor supplied applications on the configured servers provided by the client. Client may request additional services through a change order to get assistance in setting up point of sale terminals.

## 4.5    Scope of Service Recovery Services Provided

Vendor will only install and recover Vendor Software. Any other applications such as email are considered out of scope for the purposes of this agreement and are the responsibility of the client.

## 4.6    Software.

All systems and utility software provided by Vendor, installed on recovery servers and equipment, is intended for and can be used by Client during an actual Disaster recovery or Test.

## 4.7    Hotline.

Vendor shall maintain a Client support telephone service on a 24 hour a day, 7 day a week basis that Client may use in the event of a Disaster declaration.
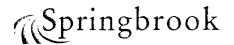
## 5.    AVAILABILITY OF WARM SITE.

Client understands and agrees that when a Disaster is declared, the availability of services and equipment will be on a first-come first served basis. Accordingly, while Vendor will provide a Warm Site and restore Client's data within the timeframe designated for the RDR Services level purchased by Client, a Warm Site may not be immediately available upon declaration of a Disaster.

## 6.    FEES.

The monthly fees for the RDR Services are set forth in the applicable Order Form. In addition, in the event of a Disaster, or client exceeding terms of service set forth in the order form, additional fees may apply as set forth in the applicable Order Form. All fees are payable in accordance with Section 3 of the Master Agreement. Following expiration of the initial term of the RDR Services as set forth on the related order form, the fees set forth in Vendor's then current pricing list will apply unless otherwise agreed by Vendor and Client in writing. All RDR Services Fees are non-refundable.

## 7.    CAP ON LIABILITY.

Vendor's TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS ADDENDUM AND THE RDR

SERVICES WILL NOT EXCEED THE FEES PAID BY CLIENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATEY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED, NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.

## 8. TERM AND TERMINATION

### 8.1 Term.

The term of the RDR Services will commence on the RDR Services Effective Date and remain in effect for that term set forth in the applicable Order Form, unless terminated in accordance with Section 9.2 of the Master Agreement. Upon expiration of the initial term and any renewal term, the term will automatically renew for additional one (1) year terms unless either party notifies the other of its intention not to renew at least thirty (30) days prior to the renewal date.

### 8.2 Termination.

The term of the RDR Services may be terminated in accordance with Section 9.2 of the Master Agreement.

### 8.3 Survival.

The following Sections of this Addendum will survive the termination or expiration of this Addendum or the RDR Services provided hereunder: Section 7.

# EXHIBIT A – WARM SITE CONFIGURATION
## ADDENDUM TO: SPRINGBROOK DISASTER RECOVERY SERVICES AGREEMENT

## 1. WARM SITE

The following defines the services provided as part of a Warm Site;

- A secure datacenter at which the warm site is located.

- High speed connectivity between the Warm Site and the Internet.

- A firewall to secure the Warm Site from the internet.

- A web server that presents Citrix XenApp to customers.

- A Citrix XenApp server to hosts Vendor Software for customers.

- A Database server which hosts Vendor Software databases for customers.

- A backup solution for customer data being hosted at the Warm Site during a disaster. This item only applies to a Disaster and not a test of the services.

## 2. WARM SITE PERFORMANCE AND SIZING

The Warm Site will be sized for capacity and performance as set forth in the appropriate Order Form.
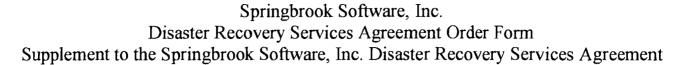
## 3. CLIENT RESPONSIBILITIES:

All items not listed in the Warm Site description as defined in section 1 and 2 of this exhibit are the responsibility of the client, to include but not limited to the following:

- Workstation running a operating system for which Citrix currently offers a XenApp client

- Workstation connected to a high-speed Internet connection, such as DSL or cable

- responsible for any firewall configuration necessary to allow a Citrix XenApp connection

- Printers for printing receipts, statements checks etc...

- Any check receipt or statement paper stock required for the client to operate during a disaster.

## 4. RESTRICTIONS

Vendor cannot guarantee that interfaces to third party products or services that the city operates that are not Vendor Supplied will operate during a disaster or a test.

# Springbrook

## Springbrook Software, Inc.
## Disaster Recovery Services Agreement Order Form
## Supplement to the Springbrook Software, Inc. Disaster Recovery Services Agreement

| Client Information | | | | | | |
|---|---|---|---|---|---|---|
| Client Name: | City of Jonesboro | | | Contact Email: | | |
| Client Contact: | Jack Turner | | | Contact Phone: | | |
| Billing Address: | | | | | | |
| City: | Jonesboro | | State: | AR | Zip: | |

**Service Term** (Pursuant to terms and conditions of the master SaaS agreement)

| | |
|---|---|
| Term (24,36,48, 60 Months): | 36 months |
| Effective Date: | tbd |

### Basic Products and Services

| Product Family | Type | One Time Set-Up Details | | | Fee |
|---|---|---|---|---|---|
| Springbrook Disaster Recovery Services | One Time | **Setup Fee (Basic Service)** *(Includes setup of all services, installation of backup agents on one server, warm site environment including one test of the Disaster Recovery Service; Test must be performed within 90 days of effective date. Note(1))Includes multiple daily back up settings* | | | $800 |
| | | | Unit Price | Qty | |
| Springbrook Disaster Recovery Services | One Time | **Setup Fee (# of Users to access data in a recovery situation – Minimum - 1)** *(1 user systems must have a minimum 3 year contract, 2 users minimum 2 years)* | $600 | 8 | $4,800 |
| | Total Set-up Fee | *(Due at contract signing)* | | | $5,600 |

| Product Family | Type | Annual Subscription Details | | | Fee |
|---|---|---|---|---|---|
| Springbrook Disaster Recovery Services | Annual Subscription | **Recovery Services to Warm Site (Basic Service)** *(Recovery of Vendor Software to Warm Site within 48 hours, 30 days Recovery Service during Disaster, one server, 10GB of uncompressed storage.* | | | $600 |
| | | | Unit Price | Qty | Fee |
| Springbrook Disaster Recovery Services | Annual Subscription | **Recovery Fee (# of Users to access data in a recovery situation) (Minimum - 1)** | $600 | 8 | $4,800 |
| Springbrook Evault Backup Services | Annual Subscription | **Additional Server (1 Server included in standard service)** | $1,500 | | N/A |
| Springbrook Evault Backup Services | Annual Subscription | **Additional Uncompressed Storage (10gb included in standard)** *(5GB Storage blocks, additional Fees apply if storage limits are exceeded.)* | $200 | 2 | $400 |
| Springbrook Disaster Recovery Services | Annual Subscription | **Additional Week of Recovery Service (30 days in standard service)** *(Extends Recovery Service for an additional week)* | $600 | | N/A |
| | Total Annual Fee | *(Due at contract signing and every 12 months after)* | | | $5,800 |

### Additional Fees

| Product Family | Type | Details | |
|---|---|---|---|
| Springbrook Evault Backup Services | Billed Monthly as required | **Storage Limits Exceeded Fee** *(Client is charged a fee each month for exceeding storage levels; fee is per GB over services purchased in annual subscription agreement)* | $15.00 Per GB Per Month over purchased level |
| Springbrook Disaster Recovery Services | Billed Monthly as required | **Additional User Fee Requested During a Disaster** *(Client is charged a weekly fee to setup an additional user that was not included in annual subscription.)* | $4,800.00 Per User/Week |
| Springbrook Disaster Recovery Services | Billed Monthly as required | **Additional Week of Recovery Service Requested During a Disaster** *(Client is charged a weekly fee to extend Disaster Service.)* | $4,800.00 Per Week |

- This order form is issued pursuant to the definitions, terms and conditions set forth in the Springbrook, Disaster Recovery Services Agreement. In the event there is any conflict in the conditions and terms of this Order Form and the applicable Sprinbrook Disaster Recovery Services Agreement, the Disaster Recovery Services Agreement controls.
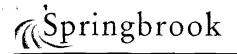
Client agrees that services not specifically defined in this Order Form which are performed by Springbrook Software Company may incur additional costs to the Client as defined in the applicable Springbrook Software as a Service Agreement.

By signing below Client agrees to by the bound by the terms of this order form and the agreement referenced above.

Vendor

By: Char Baumgardner

Name (Print): Char Baumgardner    12-7-09

Title: Contract Administrator

# Springbrook Software, Inc.
## Disaster Recovery Services Agreement Order Form
## Supplement to the Springbrook Software, Inc. Disaster Recovery Services Agreement

| Client Information | | | | | |
|---|---|---|---|---|---|
| Client Name: | City of Jonesboro | | Contact Email: | | |
| Client Contact: | Jack Turner | | Contact Phone: | | |
| Billing Address: | | | | | |
| City: | Jonesboro | | State: AR | Zip: | |

**Service Term** (Pursuant to terms and conditions of the master SaaS agreement)

| | |
|---|---|
| Term (24,36,48, 60 Months): | 36 months |
| Effective Date: | tbd |

### Basic Products and Services

| Product Family | Type | One Time Set-Up Details | | | Fee |
|---|---|---|---|---|---|
| Springbrook Disaster Recovery Services | One Time | **Setup Fee (Basic Service)** *(Includes setup of all services, installation of backup agents on one server, warm site environment including one test of the Disaster Recovery Service; Test must be performed within 90 days of effective date. Note(1))Includes multiple daily back up settings* | | | $800 |
| | | | Unit Price | Qty | |
| Springbrook Disaster Recovery Services | One Time | **Setup Fee (# of Users to access data in a recovery situation – Minimum - 1)** *(1 user systems must have a minimum 3 year contract, 2 users minimum 2 years)* | $600 | 8 | $4,800 |
| | **Total Set-up Fee** | *(Due at contract signing)* | | | **$5,600** |

| Product Family | Type | Annual Subscription Details | | | Fee |
|---|---|---|---|---|---|
| Springbrook Disaster Recovery Services | Annual Subscription | **Recovery Services to Warm Site (Basic Service)** *(Recovery of Vendor Software to Warm Site within 48 hours, 30 days Recovery Service during Disaster, one server, 10GB of uncompressed storage.* | | | $600 |
| | | | Unit Price | Qty | Fee |
| Springbrook Disaster Recovery Services | Annual Subscription | **Recovery Fee (# of Users to access data in a recovery situation)** **(Minimum - 1)** | $600 | 8 | $4,800 |
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| Springbrook Evault Backup Services | Annual Subscription | **Additional Uncompressed Storage (10gb included in standard)** *(5GB Storage blocks, additional Fees apply if storage limits are exceeded.)* | $200 | 2 | $400 |
| Springbrook Disaster Recovery Services | Annual Subscription | **Additional Week of Recovery Service (30 days in standard service)** *(Extends Recovery Service for an additional week)* | $600 | | N/A |
| | **Total Annual Fee** | *(Due annually – 1ˢᵗ payment due one year from contract signing)* | | | **$5,800** |

### Additional Fees

| Product Family | Type | Details | |
|---|---|---|---|
| Springbrook Evault Backup Services | Billed Monthly as required | **Storage Limits Exceeded Fee** *(Client is charged a fee each month for exceeding storage levels; fee is per GB over services purchased in annual subscription agreement)* | $15.00 Per GB Per Month over purchased level |
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| Springbrook Disaster Recovery Services | Billed Monthly as required | **Additional Week of Recovery Service Requested During a Disaster** *(Client is charged a weekly fee to extend Disaster Service )* | $4,800.00 Per Week |

- This order form is issued pursuant to the definitions, terms and conditions set forth in the Springbrook, Disaster Recovery Services Agreement. In the event there is any conflict in the conditions and terms of this Order Form and the applicable Sprinbrook Disaster Recovery Services Agreement, the Disaster Recovery Services Agreement controls.

Client agrees that services not specifically defined in this Order Form which are performed by Springbrook Software Company may incur additional costs to the Client as defined in the applicable Springbrook Software as a Service Agreement.

By signing below Client agrees to by the bound by the terms of this order form and the agreement referenced above.

Vendor

By: _Char Baumgardner_

Name (Print): Char Baumgardner –12/1/09

Title: Contract Administrator