

INVESTMENT OVERVIEW

Description	Quantity	Sales Price	Total
ZAI Budgeting For MIP (Annual Site License) - Hosted Solution			
ZAI Budgeting Core Annual Subscription - 3 Year & 7 Month Commitment Includes: -Budget Development -Reporting and Dashboards	1	4,850.00	4,850.00
ZAI Budgeting Personnel Annual Subscription - 3 Year & 7 Month Commitment	1	1,850.00	1,850.00
ZAI Budgeting Excel Designer Annual Subscription - 3 Year & 7 Month Commitment	1	1,850.00	1,850.00
ZAI Budgeting Budget Book Publisher Annual Subscription - 3 Year & 7 Month Commitment	1	1,850.00	1,850.00
Fixed Bid - Year 1 Services	40	210.00	8,400.00
Estimated Breakdown of Hours: ZAI Budgeting Implementation ZAI Budgeting Initial Training Total: 40 Hours			
AWS Hosting Environment for ZAI Budgeting ## User Hosting License 12 months @ \$400 per month for 3 Years & 7 Months	1	4,800.00	4,800.00

Fixed Bid - Professional services are billed as a Fixed Fee.

Total \$23,600.00

Unless otherwise stated above, all Shipping and Handling charges will be invoiced in addition to the quoted amount.

All Reimbursable charges including but not limited to mileage, hotel, airfare, toll booths, per diem meals, and other miscellaneous expenses will be invoiced in addition to the quoted amount.

Your signature indicates your acceptance of Zobrio, Inc. Standard Terms & Conditions dated April 1, 2021 located at <https://www.zobrio.com> all of which are fully incorporated herein as if a part of this Agreement.

All charges are subject to appropriation.

Client _____

Date _____

I do not understand how these amounts relate to those on page 9. Do you?

CONTRACT TERM:

This is a 3-year and 7-month contract for the service period December 1, 2021 through June 30, 2024. Each contract year is subject to annual Town meeting approval

should this be 5

INVESTMENT SUMMARY:

Zobrio will bill annual invoices by 75 days in advance of renewal date for the term of this contract.

3 Year Agreement	Annual Software Subscription and Support	Professional Services	Annual Hosting	Total Annual Investment
7 month	\$6,067	\$8,400	4,800	\$19,267
Year 1	\$10,400		4,800	\$15,200
Year 2	\$10,400		4,800	\$15,200
Year 3	\$10,400		4,800	\$15,200

Why?

PAYMENT TERMS:

- December 1, 2021 (Due upon signing)**
 - \$ 6,067Subscription and Support
 - \$ 8,400Professional Services
- July 1, 2022**
 - \$ 15,200Subscription and Support
- July 1, 2023**
 - \$ 15,200Subscription and Support
- July 1, 2024**
 - \$ 15,200Subscription and Support

Town pays for each ~~year~~ year in advance, which I assume Town has done before & that is ok?

STANDARD TERMS AND CONDITIONS

- Scope of Services:** The project for which Zobrio shall provide consulting and/or training services is described in the applicable Investment Overview or Project Scope of the Agreement. Additional services requested by Client outside of the scope described in the Investment Overview or Project Scope will be charged pursuant to Zobrio's then current rates. Zobrio shall make reasonable efforts to describe such additional services in a subsequent exhibit or quotation. *All such additional charges are subject to appropriation.*
- Product:** All sales and services are subject to availability. Freight charges may apply. If any product sold is returned within 30 days of delivery, a restocking fee may apply.
- Effective Date:** The effective date of this version of Zobrio's terms and conditions is indicated in the footer of these terms and conditions. These terms and conditions apply to all Agreements. Quotations are valid for 30 days.
- Responsibility of Zobrio:** Zobrio will provide services in accordance with the standards exercised by members of Zobrio's profession currently practicing in the same locality under similar conditions and will incorporate applicable laws, codes and standards. No other representation or warranty is made with regard to any services or products, express or implied, and no guaranty is included or intended in any Agreement or in any report, opinion, and document or otherwise. Except as described herein, all goods and services are sold AS IS. Zobrio will not be responsible for the safety of any job site, as Client acknowledges and agrees that safety of the job site is Client's sole responsibility.
- Client Information:** Client will provide Zobrio with all necessary information regarding Client's requirements for the project in sufficient time to allow Zobrio to adhere to desired resolution time frames.
- Payments and Disputes:** Invoices will be invoiced per the agreed upon payment schedule as described in the contract. Prepaid services must be paid prior to our services to start. Invoices shall be due and payable upon receipt, unless otherwise stated on the invoice. Client must notify Zobrio, in writing, within 30 days of the date posted on the invoice as the invoice date (or if no invoice date, the date of receipt by Client), of any dispute with the invoice. Failure to notify Zobrio of a dispute in this manner and within this time frame shall constitute a waiver of any dispute and any claim Client may otherwise have with regard to an invoice.
- Late Payment Penalty:** Balances over 30 days past due are subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law. All Late Fees, Collection Costs, and Attorney's Fees may be added to Past due Accounts.
- Professional Fees:** If the Investment Summary does not indicate a fixed bid then Zobrio's fees are based solely on time spent on the engagement. The cost for these services will be billed at Zobrio's then standard hourly rate range of \$95-\$225 per hour based upon the resources utilized for the project.
- Expiration of Services:** All professional services associated with prepaid labor of any kind will expire twelve months after the later of contract signing or twelve months from the last scheduled payment made, as detailed in the contract.
- Reimbursed Expenses:** In addition to the aforementioned fees, Client will reimburse Zobrio for any mileage and out-of-pocket expenses that Zobrio and its employees and agents incur as a result of the engagement. Zobrio shall make reasonable efforts to have Client pre-approve large expenses.
- Travel Time:** Zobrio's policy pertaining to Clients outside of a fifteen (15) mile radius from Zobrio's office in which the applicable Zobrio consultant resides is to bill travel time one way at the consultant's then current rate.
- Non-Solicitation:** During the term of any Agreement and for one (1) year after the termination or expiration of the term of such Agreement, Client shall not hire, solicit for hire, or recommend for hire, any of Zobrio's employee without the prior written consent of Zobrio. If Client hires an employee of Zobrio, Client shall immediately pay Zobrio for the violation of this Section an amount equal to one-hundred percent (100%) of such employee's current, total, annual monetary compensation (including without limitation wages, salary, bonuses, and commissions). Client agrees that the provisions of this Section shall not preclude or limit any available actions at law or in equity, including without limitation, any form of damages to Zobrio or any injunctive or equitable relief available to Zobrio, for misappropriation of trade secrets, unfair competition, breach of contract, or other cause of action arising from or out of hiring or recruitment of Zobrio's employee(s).

- 20. **Force Majeure:** Any task or service which a party is not able to perform or is delayed in performing by reason of (i) a party's failure or delay in performing its tasks, or (ii) acts of God, terrorism, government regulations and orders imposed after execution of this agreement, communication line failures, power failure, the infrastructure of the internet, thirty party actions, that are illegal under either a federal or state law, earthquakes, or other disasters, or any other cause beyond the reasonable control of a party, shall excuse the party to that extent.
- 21. **Taxes:** Client shall, besides other amounts payable under any Agreement, pay all local, state and federal taxes levied or imposed by reason of the transactions contemplated in this Agreement. Client shall promptly pay to Zobrio any such taxes actually paid or required to be collected, excluding income taxes on Zobrio's own income.
- 22. **Law:** Venue and jurisdiction for any action arising in connection with any Agreement shall be within the Courts of ~~St. Louis County, Missouri~~. Any Agreement shall be governed by ~~Missouri~~ law.
- 23. **Amendments:** These terms and conditions may be amended from time to time by Zobrio upon prior written notice to Client.
- 24. **Written Notice:** Written notice shall be sent to:
Zobrio, Inc.
1741 South Big Bend Blvd.
St. Louis, MO 63117
Attn: Chief Executive Officer

Dukes County,
Massachusetts

Massachusetts

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATN:
ZOBRIO, INC
A Delaware Corporation

John Varadian
CEO

CLIENT:
By: _____
Name: _____
Title: _____
Address: _____

