



## ORDER FORM

<b>Order Date:</b>	Date of the last signature below
<b>Contract:</b>	GS-35F-408AA  The Addendums to this Order Form are in addition to the terms and conditions found in the Contract, GS-35F-408AA. In the event of a conflict between the Addendums and the Contract, the Addendums shall prevail.
<b>Trimble Entity Name ("Trimble") and Address:</b>	e-Builder Inc., a Trimble company 1560 Sawgrass Corporate Parkway, Suite 400, Sunrise, FL 33323
<b>Customer Entity Name ("Customer") and Address:</b>	City of Corpus Christi 1201 Leopard Street Corpus Christi, TX 78401
<b>Billing Contact Name and e-mail Address:</b>	ITInvoice ITInvoice@cctexas.com
<b>Is a Purchase Order Required?</b>	Yes  <i>Purchase orders issued by Customer are issued for administrative purposes only; terms and conditions contained in any such purchase order shall be null and void.</i>
<b>Is Customer Tax Exempt?</b>	Yes
<b>Initial Term:</b>	4/22/2025 – 4/21/2026
<b>Validity</b>	This Order Form shall expire on 4/11/2025 (the "Validity Date"). If this Order Form is not executed by the Customer by the Validity Date, Trimble reserves the right to not offer the pricing found in the Order Form.
<b>Miscellaneous:</b>	<p>The Customer will not renew their Annual Software Subscription Items of AppXchange, EZ File Transfer Tool, Single Sign-On, Quarterly Release Training, or Premium Support</p> <p>The SaaS Annual Amount is based on an Average Annual Capital Spend provided by the Customer. Trimble reserves the right to adjust the Annual Amount accordingly to align with the Customer's Actual Average Annual Capital Spend. "Annual Capital Spend" means the expenses incurred by Customer to demolish, plan, design, build, repair, remodel and furnish a building or site over a period of one year. "Average Annual Capital Spend" means the average of the estimated next three (3) fiscal years of the Customer's Annual Capital Spend. Trimble will have the right, during normal business hours and upon at least five (5) days' prior written notice, to have an independent firm audit the amount of Annual Capital Spend that the customer has incurred. The audit will be conducted at Trimble's expense, unless it reveals that Customer has not complied in which case Customer will (i) reimburse Trimble for all reasonable costs and expenses incurred by Trimble regarding such audit; and (ii) pay Trimble any annual license fee underpayment disclosed by the audit.</p>

**Annual Software Subscription:**

SIN	Part Number	Product Description	UOI	Total Amount
54151ECOM	eB-Ent-GSA-500M-Capital_Program (on AWS GovCloud) *	e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to \$500 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 500M Capital Program, AWS GovCloud Hosting, Data Warehouse, Business Intelligence Add-on, Shared Testing Environment	1	\$361,284.63
OPEN MARKET	N/A	Custom Development Maintenance	N/A	\$510.86
GSA Discount – 1%				(\$3,617.95)
<b>Total Annual Software Subscription</b>				<b>\$358,177.54</b>

\*Customer's subscription includes e-Builder Enterprise Commercial Edition hosted within AWS GovCloud (which is FedRAMP authorized and ITAR compliant). It does not include e-Builder Enterprise Government Edition, which is FedRAMP authorized. Therefore, as noted in Section 5 below, until Customer's account is migrated to the e-Builder FedRamp Environment, Customer's subscription does not currently include the FedRamp security program or controls.

**Addendums:**

1. Annual Software Subscription Details

**TERMS AND CONDITIONS**

**1. Terms and Conditions.** This Order Form is subject to the Enterprise Software Co-Operative Purchase Agreement between Trimble and the Customer, dated 4/22/2020 ("**Agreement**").

**2. AUTOMATIC RENEWALS.** *This Order will automatically renew for subsequent 12 month term(s) at then-current pricing, unless either party provides the other with notice of cancellation at least 30 days prior to the expiration of the then-current term.*

**3. Payment Terms.** All fees are due NET 30 from the date of the Trimble invoice.

- **Annual Software Subscription:** Trimble will invoice the amount of \$358,177.54 upon execution of this Order Form and will invoice upon each renewal hereof.

**4. Annual Price Increase.**

- For items with SIN 54151ECOM, Trimble has a right to increase the annual fees by the fees found on the Contract at the time of Renewal.
- For items with SIN Open Market, Trimble has a right to increase the annual fees by the greater of (a) CPI plus two percent (2%) or (b) eight (8%). "CPI" shall mean for all Urban Consumers, the U.S. City Average, for all items, 1982-84=100 (the "CPI-U"), as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall be for the prior twelve months as of the date the calculation is made.

**5. FedRamp Migration and Audit Reports.** As of the Order Date, Trimble has obtained authorization for the e-Builder Enterprise Government Edition FedRamp Environment (the "FedRamp Environment"), which is listed in the FedRamp marketplace. Customer has not elected to migrate its e-Builder account to the FedRamp Environment. Customer's account may be migrated to the FedRamp environment upon execution of a mutually agreed Order Form setting forth the applicable scope and pricing. In the event Customer's

e-Builder account is migrated to the FedRamp Environment, Customer may access the e-Builder FedRAMP Package, including the Security Assessment Report, through the FedRamp Marketplace.

6. Data Usage and Ownership. Customer hereby grants to Trimble and its Affiliates the non-exclusive, worldwide, irrevocable, royalty-free right: (i) to use Customer Data during the Initial Term to provide the Annual Software Subscription to the Customer; (ii) to use and disclose Customer Data as otherwise permitted pursuant to this Order Form or any written consent or instructions of Customer; and, (iii) on a perpetual basis: (A) to create, use, and disclose Anonymized Data for any purpose and (B) subject to the confidentiality obligations in the Agreement, to use Customer Data to develop, maintain, and improve the Annual Software Subscription and any other products, software, and services of Trimble or its Affiliates. Except for Trimble's use rights set forth in this Order Form, as between the parties, Customer retains all intellectual property and other rights in Customer Data. Trimble owns all rights, title, and interest in Anonymized Data (including, without limitation, any and all intellectual property rights).

For the purposes of this clause:

- **"Affiliate"** means an entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with a party, where "ownership" means the beneficial ownership of 50% or more of an entity's voting equity securities or other equivalent voting interests, and "control" means the power to direct the management or affairs of an entity.
- **"Anonymized Data"** means any data collected in connection with the Annual Software Subscription (including Customer Data) that has been aggregated and/or de-identified in such a manner that neither the Customer nor any other individual can be identified from the data when it is shared outside of Trimble or its Affiliates.
- **"Customer Data"** means any information, documents, materials, or other data of any type that is input by or on behalf of Customer into the Annual Software Subscription or any other Trimble products ("Products") or that is created or generated by Customer through Customer's use of the Products.

7. Electronic Invoices. Customer hereby consents to the receipt of invoices electronically at the indicated e-mail address(es) and accepts such invoices as if received by mail. Customer's e-mail address may be changed by written notice given by Customer to Trimble at: customer\_master@trimble.com. Customer is responsible for maintaining a current e-mail address and shall under no circumstances be excused from payment of applicable charges by its failure to access its designated e-mail address.

8. Due Authority. By signing below, the signatory represents that he/she (i) is an authorized representative of Customer and (ii) has the authority to legally and functionally commit the Customer.

*[Signature Page to Follow]*

**ACCEPTANCE**

Accepted and agreed:

**CUSTOMER:**

Signature:    \_\_\_\_\_

Print Name:    \_\_\_\_\_

Title:        \_\_\_\_\_

Date:         \_\_\_\_\_

**TRIMBLE:**

Signature:    \_\_\_\_\_

Print Name:    \_\_\_\_\_

Title:        \_\_\_\_\_

Date:         \_\_\_\_\_

## Addendum #1

### Annual Software Subscription Details

#### Annual Software Subscription Details:

##### ***SaaS***

SaaS includes:

- Unlimited Projects
- Unlimited Document Storage
- 24x7 Help Desk
- Quarterly Enhancement/Upgrades
- Maintenance Releases
- Data Warehouse
- Business Intelligence\*
- Shared Testing Environment\*

\*The Parties agree that Business Intelligence and Shared Testing Environment are included in the annual software subscription. However, in order to activate this item, Customer would need to purchase additional professional services hours under the GSA Schedule to implement Business Intelligence into the Customer's e-Builder instance.