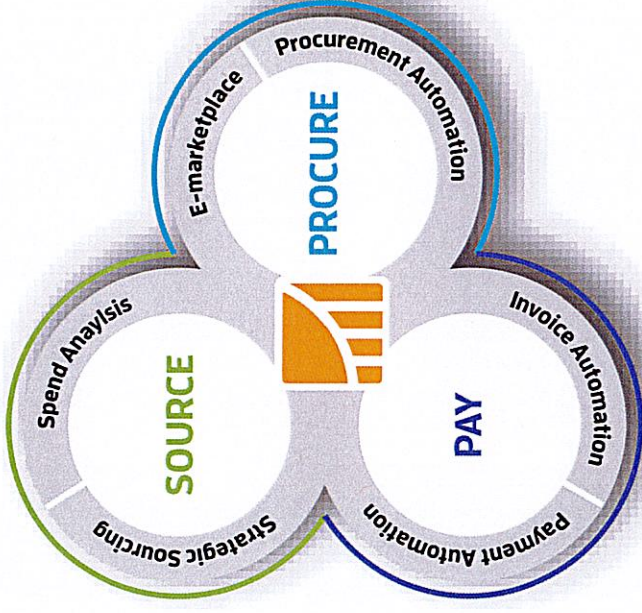

Eastern Greene Schools

Accounts Payable Automation

Business Case Agenda

- I. Annual Projected Savings
- II. ROI & Pricing
- III. Implementation
- IV. Next Steps
- V. Q & A
- VI. Exhibits



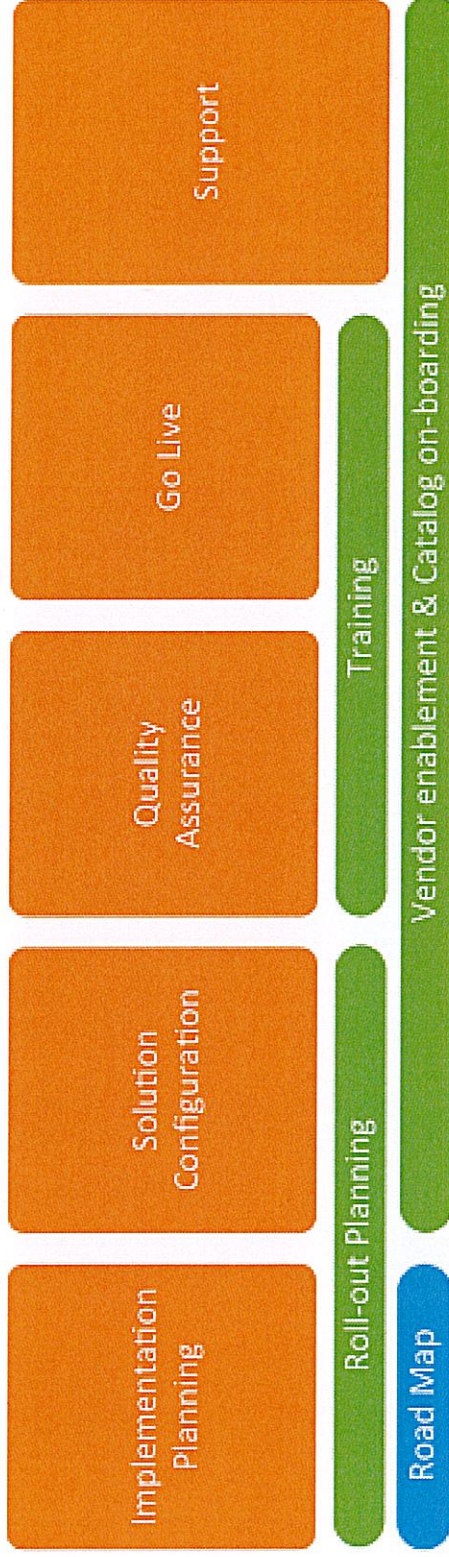
Annual Projected Savings

Hard Cost Savings	\$ 25,200
Soft Cost Savings	\$ 17,094
Total Savings	\$ 42,294
5 Year Savings	\$151,470

ROI & Pricing

# of Student	1121
Annual Budget	\$7,000,000
A/P Spend (40%)	\$2,800,000
Addressable Spend (30%)	\$840,000
Curated Marketplace	
% Savings from Addressable Spend	2.00%
Potential Savings	\$16,800
Enhanced Workflow Approval Process	
% Savings**	1.0%
Total Savings	\$8,400
Reduced admin. time allocated to purchasing	
Number of PO's	1,320
Minutes saved per PO	15
Hourly Salary	\$17.00
Savings per PO	\$4.25
Total Savings	\$5,610
A/P Optimization	
Annual # of Invoices	1,320
Savings per invoice*	\$8.70
Total Savings	\$11,484
Total Annual SpendBridge Savings Estimate	
One-time Set-up	\$42,294
Annual Investment	\$3,000
Net Savings	\$12,000
5 Year Net Savings	\$30,294
	\$151,470.00
* Ardent Partners AP Metrics that Matter in 2022	
** SpendBridge Study of Requests Updated in Workflow	

Eastern Greene Schools Implementation



Next Steps

- Review customer subscription agreement
- Develop timeline for implementation & schedule kick-off call

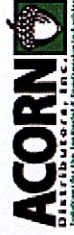
Q & A

Exhibits

Potential Benefits

- Integrate directly with BSF to automate creating purchase orders to encumber funds and invoices for payment.
- Ability to add local vendors
- Workflow for both requestions and invoices
- AI-driven invoice data capture reduces AP data entry
- Ability to add GL reference codes both to requestions and invoices at the line-item level
- Procurement module included at no additional cost as part of K-12Indiana

Sample Catalogs



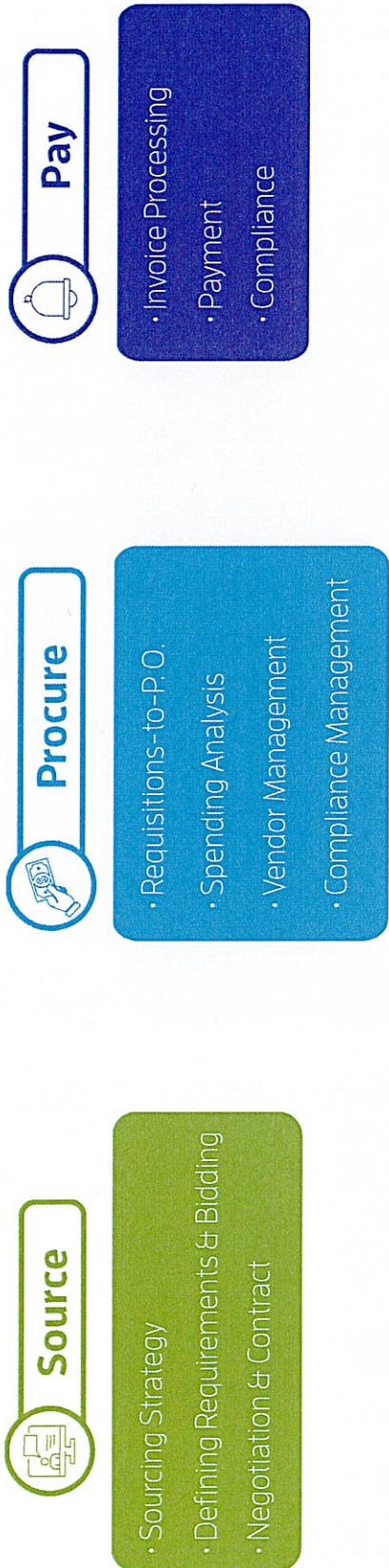
SpendBridge Services

Software Modules

- OneIndiana Marketplace and Purchasing Module
- Electronic Invoice and A/P Automation Module
- Expense Reimbursement Module
- Contract Module

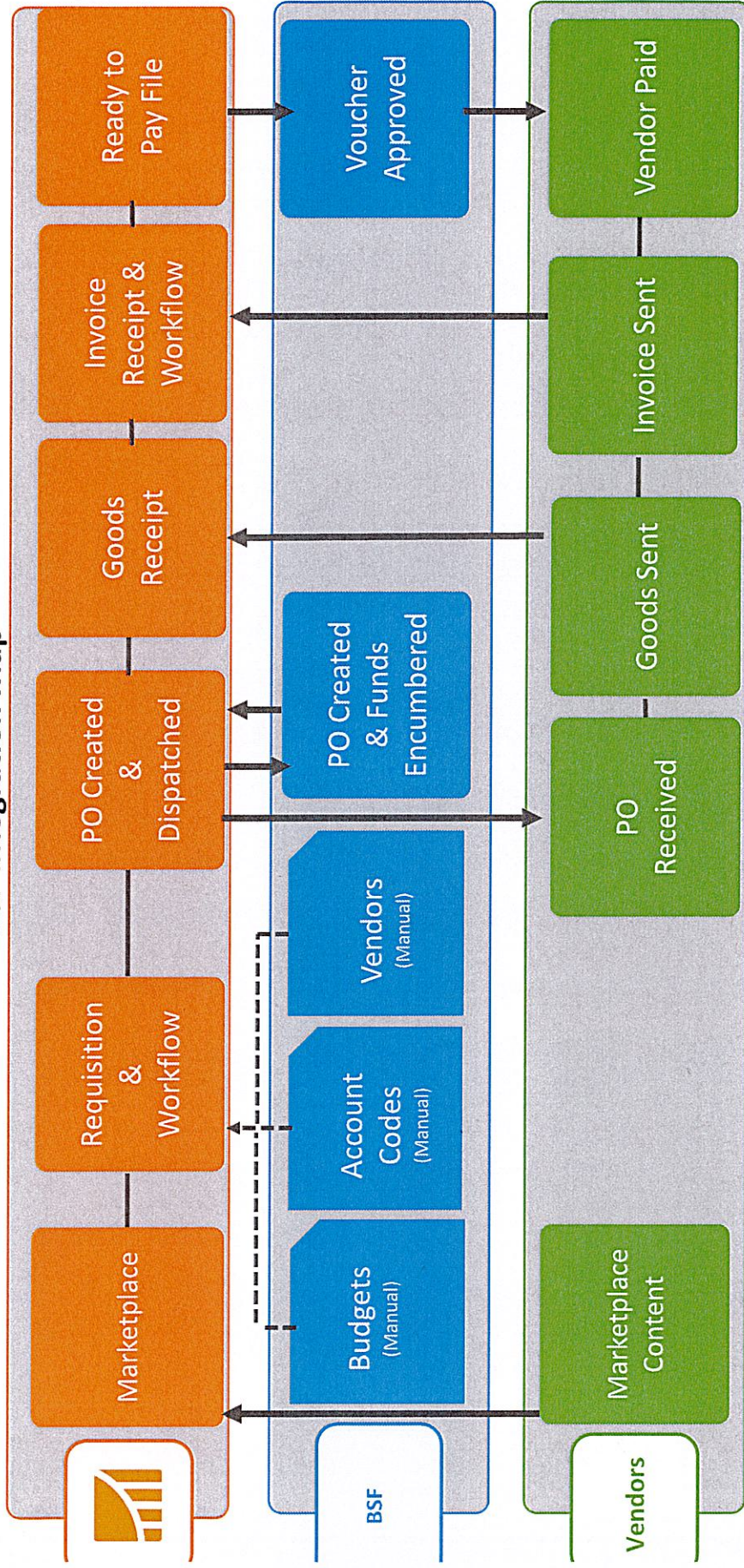
Advisory Services

- Source-to-Pay Audit
- Strategic Sourcing
- Outsourced Procurement



BSF Integration

- [Integration demo](#)



CUSTOMER SUBSCRIPTION AGREEMENT

This Customer Subscription Agreement ("Agreement") is made as of the last date that appears in the signature block hereto (the "Effective Date"), by and between Business Purchasing Solution, LLC (dba as SpendBridge) an Indiana Limited Liability Company ("BPS"), having a place of business at 5167 E. 65th Street, Indianapolis, Indiana 46220 and Eastern Greene Schools an Indiana non-profit corporation having a place of business at 1471 N. State Road 43 Bloomfield, IN 47424 ("Customer"). BPS and Customer may each be referred to as a "Party" or collectively as the "Parties."

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the Parties hereby agree as follows:

1. **Definitions:** Terms defined in this Section and parenthetically defined elsewhere shall have the same meaning throughout this Agreement. Defined terms may be used in all of their formatives.

a. "**BPS Representative**" shall mean any appointed third party by BPS that shall perform some of the obligations of BPS under the Agreement as shall be communicated to Customer by BPS or set forth in Attachment A. BPS may appoint more than one BPS Representative to perform one or more of its obligations hereunder.

b. "**BPS E-Procurement Services**" or the "**Services**" means providing electronic access through the Internet to the software identified and described in Attachment A running on one or more BPS controlled or BPS Representative file servers maintained for the benefit of BPS ("**BPS Servers**") for the purpose of enabling Customer to manage its supply needs by automating and facilitating ordering, delivery, use of its suppliers, and management of its suppliers, including tracking, and billing of services and maintenance of data associated with its use of supplier services.

2. Subscription Access and Taxes

2.1 Subscription, Access, BPS Representative And Fees.

Subject to the terms and conditions of this Agreement, BPS shall provide to Customer the BPS E-Procurement Services on a non-exclusive basis upon the payment of the subscription fees and the advance payment of one month of any monthly access fees set forth in Attachment A. BPS shall start charging the monthly access fees for the Services upon the earlier of completing implementation of Services or 90 days from the Effective Date. For the duration of this Agreement, Customer shall ensure that all monthly access fees shall be paid by automatic debit from Customer's account to either BPS or BPS Representative a month in advance on the first day of each month with an email containing the Customer's Account Number and the Invoice Number(s) being paid to Notifications@SpendBridge.com. Upon payment of the fees, BPS shall provide Customer with all necessary information to access the Services for the number of users specified in Attachment A. During the duration of this Agreement, Customer shall be able to increase the number of users of the BPS E-Procurement Services by providing notice to BPS (i.e., through the use of the license manager service) and paying the necessary subscription fees and monthly access fees for the increased number of users. The provision of the Services terminates automatically upon the termination of this Agreement. Customer acknowledges that BPS Representative can and will perform some or all of BPS' obligations under this Agreement. Customer shall be charged interest at the rate of one and one-half percent (1.5%) per month (eighteen percent per annum) on any uncontested past due balance, or the highest amount permitted by applicable law (if lower). If Customer does not comply with the payment terms set forth in this Section, BPS or BPS Representative may suspend or terminate its provision of the Services to Customer.

2.2 **Taxes.** Except for taxes based upon BPS' or BPS Representative's income, Customer shall be responsible for payment of all sales, use, gross receipts, excise, access, value added, bypass, franchise or other local state, federal and foreign taxes, fees, charges, or surcharges, however designated, imposed on or based upon the provision or use of the Services in addition to the fees charged for the Services. If

Customer is exempt from taxes, documentation from the appropriate taxing authority must be provided before such taxes can be waived.

2.3 **Use.** Customer's right to use the Services is limited to internal use only, solely in connection with operation and management of Customer's own internal business activities. Customer may not: (i) download or copy the software associated with the Services, but may print any reports or like document designed to be printed by Customer; (ii) reverse-engineer, de-compile or disassemble the software associated with the Services; (iii) permit, sell, lease, assign resell, license, sublicense, transfer, or otherwise use the Services or the software associated therewith for the benefit of any third party or in a service bureau; or (iv) create, write, or develop any derivative, modification, enhancement, or rearrangement of the software associated with the Services or any Confidential Information of BPS.

3. **Services**

3.1 **Professional Services.** Customer can elect to receive a variety of professional services that range from the integration services needed to facilitate Customer's selection, configuration, installation, purchase of subscriptions to, and use of the Services as set forth in an agreed upon statement of work in the form of Attachment B (the "**Professional Services**"). A statement of work shall be accepted once Customer and BPS or BPS Representative agrees upon the terms and executes the statement of work. All Professional Services rendered by BPS or BPS Representative shall be governed by the terms and conditions of this Agreement. Professional Services may, at the discretion of BPS or BPS Representative, be performed at Customer's offices, BPS' or BPS Representative's offices or elsewhere, and times during which Professional Services are rendered also shall be at BPS' or BPS Representative's discretion. Customer shall provide BPS or BPS Representative with copies of all materials in Customer's possession that may be reasonably requested to assist in rendering Professional Services hereunder. Customer represents and warrants that it has all necessary intellectual property rights needed to permit BPS or BPS Representative to use such materials, and shall indemnify, defend, and hold BPS and BPS Representative harmless from any breach of this representation and warranty. Customer shall permit BPS or BPS Representative access to Customer's computer system as may be reasonably necessary for rendering the Professional Services. If, in the course of rendering Professional Services, BPS or BPS Representative creates and delivers to Customer any work product, the work product shall remain the property of BPS. Customer shall have a non-exclusive, non-transferable license to use such work product solely in connection with its business under the same terms and conditions of this Agreement, and shall have no right to copy, distribute, disassemble, or reverse engineer such work product.

3.2 **Support Services.** Upon payment of the Subscription Fee(s) specified in Attachment A, BPS or BPS Representative shall provide Technical Support for the Services. For the purpose of this Agreement, "**Technical Support**" means (i) the provision to Customer of the documentation related to the Services that is made generally available to all Services customers; and (ii) at Customer's request, provision to Customer of reasonable assistance and consultation, via email or telephone [Monday through Friday, 9:00 a.m. to 5:00 p.m., Eastern Standard Time], excluding holidays observed by BPS. In addition, BPS or BPS Representative shall provide initial training and implementation services to provide access to the Services and to enable Customer to use the Services, upon payment of the Subscription Fee(s) specified in Attachment A. The initial training and implementation services and the Technical Support services shall be included in the Subscription Fee(s). Anything that goes beyond the Technical Support services and initial training and implementation services shall be covered in a Statement of Work, in the form of Attachment B, agreed to by the parties that specifies the fees that will be charged.

4. **Confidentiality**

4.1 **Confidential Information.** Confidential Information is defined as the terms and conditions of this Agreement (but not the

existence thereof); all confidential and proprietary information of either Party (including, but not limited to all information or data concerning either Party's credit status, supplier infrastructure, or Customer Data); any information given to Customer in order to access the Services; and all other information designated in writing as confidential information. The receiving Party agrees: (i) to hold the disclosing Party's Confidential Information in strict confidence; (ii) to limit disclosure of the disclosing Party's Confidential Information to the receiving Party's own employees having a need to know the information for the purposes of this Agreement and who are under written confidentiality terms no less restrictive than those found herein; (iii) not to disclose any such Confidential Information to any third party; (iv) to use the disclosing Party's Confidential Information solely and exclusively in accordance with the terms of this Agreement in order to carry out its obligations and exercise its rights under this Agreement; (v) to protect the disclosing Party's Confidential Information so as to assure that no unauthorized disclosure or use shall result; and (vi) to notify the disclosing Party promptly of any unauthorized use or disclosure of the disclosing Party's Confidential Information and cooperate with and assist the disclosing Party in every reasonable way to stop or minimize such unauthorized use or disclosure. Notwithstanding this Section, BPS shall be able to disclose Customer's Confidential Information to BPS Representative and any BPS Representative's employee having a need to know the Confidential Information for the purposes of performing BPS' obligations hereunder, provided that BPS Representative and its employees are under written confidentiality terms no less restrictive than those found herein. Confidential Information will remain the property of the disclosing Party, and the receiving Party will not be deemed by virtue of this Agreement or any access to the disclosing Party's Confidential Information to have acquired any right or interest in or to any such Confidential Information.

4.2 Customer Data. To provide Customer with the Services, Customer will have to provide data to the BPS Servers ("Customer Data"). BPS acknowledges that all Customer Data is the exclusive property of Customer and shall only be used by BPS and BPS Representative for the purposes of this Agreement. BPS' standard backup procedures shall be used for backing up Customer Data. BPS shall exert a good faith effort to prevent any loss of Customer Data. Customer understands that it may not hold BPS responsible for failings of such servers, any telecommunications carrier, the internet backbone, any internet servers, or Customer's computers. In the event of a software or hardware error due to critical circumstances (e.g., damage due to weather, negligence on the part of a third party, vandalism of hardware or software, hacking or other accidental or criminal act or act of nature), BPS will act reasonably in restoring the BPS Servers to working order. In no event shall BPS be liable to Customer for any circumstances that temporarily or permanently disables the BPS Servers on which Customer Data resides or causes a loss of content therein, unless caused by BPS' gross negligence or willful misconduct.

4.3 Exceptions. Each Party's obligations under this Section with respect to any portion of the Confidential Information shall not apply to any such portion which such Party can demonstrate, (i) was in the public domain at or subsequent to the time such portion was communicated to the receiving Party through no fault of its own; (ii) was rightfully in its possession free of any obligation of confidence at or subsequent to the time such portion was communicated to it by the other Party; or (iii) was developed by its own employees independent of and without reference to any information communicated to it by the other Party; or (iv) is disclosed pursuant to the order of any court of competent jurisdiction, or any order of any government agency; provided, however, that either Party shall provide prompt prior written notice thereof to the other Party to enable such other Party to seek a protective order or otherwise prevent such disclosure. Moreover, BPS shall be allowed to present this Agreement to the owner of the Services if necessary to provide access to the Services to Customer. Notwithstanding the obligations of confidentiality obligations contained in this section, BPS shall be able to aggregate Customer Data with all of BPS' other customers' data in order to negotiate rates with suppliers for goods and services ordered by Customer and all of BPS' other customers. For these purposes, Customer Data shall only be disclosed in the aggregate and shall not be directly attributable to Customer.

4.4 Injunctive Relief. The Parties acknowledge that a breach by the receiving Party of any of the obligations contained in this Section

will result in irreparable and continuing harm to the furnishing Party for which there will be no adequate remedy at law, and the disclosing Party shall be entitled to obtain appropriate injunctive relief. Both Parties waive any requirement for posting of a bond as a condition for obtaining any such relief.

4.5 Benchmark Data. "Benchmark Data" means data that does not specifically identify Customer. Customer agrees and acknowledges that BPS collects Benchmark Data and that notwithstanding anything to the contrary contained in this Agreement, BPS may use Customer Confidential Information in compiling the Benchmark Data. Such Benchmark Data shall be the property of BPS and BPS shall have the right to retain, use, distribute, sell, and otherwise exploit such Benchmark Data.

5. Representations; Warranties; Disclaimer

5.1 BPS. BPS represents and warrants to Customer that the Services shall be provided in a workmanlike, professional manner and meet the Service Level requirements set forth in Attachment A.

5.2 Customer. Customer represents and warrants to BPS that (i) all information provided by Customer to BPS or BPS Representative is accurate in all material respects at the time the information is provided; (ii) Customer shall not do anything to interfere with or cause damage to the BPS Servers; and (iii) Customer shall use the Services only for Customer's own internal purposes and in compliance with all applicable laws and the terms and conditions contained in this Agreement. Customer shall indemnify, defend, and hold BPS and BPS Representative harmless against any claims brought by the Customer's providers for any Customer monies owed which arise from commitments or obligations incurred by Customer outside of this Agreement.

5.3 Disclaimer of Warranty. EXCEPT AS IS SPECIFICALLY DESCRIBED IN THIS SECTION 5, THE SERVICES ARE PROVIDED "AS IS" AND BPS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. EXCEPT FOR THE WARRANTIES PROVIDED IN THIS SECTION 5, BPS DOES NOT WARRANT THAT THE SERVICES WILL MEET THE REQUIREMENTS OF CUSTOMER, OR THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. CUSTOMER ASSUMES ALL RESPONSIBILITY AND RISK FOR THE SELECTION OF THE SERVICES TO ACHIEVE ANY RESULTS OF CUSTOMER. BPS DOES NOT ASSUME AND HEREBY DISCLAIMS ANY OBLIGATION TO INDEMNIFY, DEFEND, OR HOLD HARMLESS CUSTOMER AGAINST INFRINGEMENT CLAIMS BROUGHT BY THIRD PARTIES AGAINST CUSTOMER BASED ON CUSTOMER'S USE OF THE SERVICES.

6. Indemnification and Liability

6.1 Indemnification by Customer. Customer agrees to defend, indemnify and hold BPS and BPS Representative harmless from any third party claims, suits, liability, damages and expenses, including court costs and reasonable attorneys' fees and costs ("Claims") incurred by or asserted against BPS or BPS Representative to the extent that such Claims are caused by: (a) Customer's breach of the terms of this Agreement; (b) any content Customer supplies via the Services; (c) Customer's negligence or willful misconduct; (d) Customer's use of the Services with another application/software (where use of the Services alone would not give the rise to the Claim); and (e) changes made to the Services in compliance with any designs, specifications or instructions provided on behalf of Customer.

6.2 Waiver of Damages. BPS OR BPS REPRESENTATIVE SHALL UNDER NO CIRCUMSTANCES BE LIABLE UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING (WITHOUT LIMITATION) ANY LOST PROFIT OR LOST SAVINGS (WHETHER RESULTING FROM IMPAIRED OR LOST DATA, SERVICES OR COMPUTER

FAILURE OR ANY OTHER CAUSE), EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 Limitation. IN NO CASE WILL BPS' OR BPS REPRESENTATIVE'S LIABILITY TO CUSTOMER HEREUNDER EXCEED AN AMOUNT EQUAL TO THE AMOUNTS PAID BY CUSTOMER FOR THE SERVICES OR THE PROFESSIONAL SERVICES (WHICHEVER GAVE RISE TO THE CLAIM) IN THE THREE (3) MONTHS PRECEDING

6.4 Insurance. During the Contract Term(s), BPS shall, at its own expense, maintain policies of insurance as outlined on Attachment C (the "Insurance Coverages"). The Insurance Coverages shall be placed with insurers that are authorized to do business in the state(s) where the Services are being performed and with insurers that have at least an A-VII A.M. Best rating. The Insurance Coverages shall also provide for a waiver of subrogation. Each of the Insurance Coverages shall be considered primary and non-contributory. All of the Insurance Coverages shall be in force prior to the commencement of any Services and must be maintained without any lapse throughout the Contract Term(s). BPS shall furnish Certificate(s) of Insurance reflecting all of the Insurance Coverages, naming Customer as an additional insured, and including a provision providing for at least thirty (30) days' prior notice of cancellation.

7. Term and Termination

7.1 Term. The term of this Agreement will be for two (2) years from the Effective Date ("Contract Term"). Unless thirty (30) days' written notice is provided prior to the expiration of the Term, this Agreement will automatically renew for successive one (1) year terms at the then-current fees for the Services until terminated as provided herein.

7.2 Termination. Either Party may terminate this Agreement effective immediately upon written notice to the other Party in the event such other Party (i) terminates or suspends its business, (ii) becomes insolvent, (iii) becomes subject to a statutory bankruptcy or insolvency proceeding, or (iv) winds up its operations or liquidates its assets, even if voluntarily.

7.3 Effect of Termination. Termination of this Agreement will cause simultaneous termination of Customer's use of the Services, access to the Services, and any Technical Support and Professional Services.

8. Intellectual Property Ownership. All trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to the Services, or otherwise used to perform services for Customer hereunder, are and will remain the sole and exclusive property of either BPS or if applicable, the owner(s) of the Services, whether or not specifically recognized or perfected under applicable law. BPS or if applicable, the owner(s) of the Services, shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing Services or any new programs, upgrades, modifications or enhancements developed in connection with rendering any services to Customer, even when refinements and improvements result from Customer's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in BPS or if applicable, the owner(s) of the Services by virtue of this Agreement or otherwise, Customer hereby transfers and assigns to BPS all rights, title, and interest which Customer may have in to such refinements and improvements. This Agreement shall not be construed as granting to either Party any right to use any of the other Party's trademarks, service marks, or trade names.

9. Miscellaneous Terms

9.1 Notice. Any notice to be given pursuant to this Agreement shall be in writing and shall be deemed given (i) when delivered, if by hand delivery, (ii) after being given to an express courier with a reliable system for tracking delivery when delivered as stated by such system, or (iii) three business days following deposit in the U.S. mail, when sent via certified U.S. mail first-class delivery, return receipt requested. Notices shall be delivered to the addresses first set forth above. Such addresses may be changed by notice in accordance with this Section.

9.2 No Waiver; Severability. A failure by either Party to insist upon strict compliance with any of the terms of the Agreement, in any

instance, shall not be construed as a modification of this Agreement or as a waiver or relinquishment of that term or any other term or condition in the future. If any provision of the Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired.

9.3 Independent Contractors. The Parties to this Agreement are independent contractors and nothing herein shall be deemed to create an agency, partnership, employment or joint venture relationship between the Parties unless otherwise agreed to by the Parties in writing.

9.4 Survival. Sections 4 - 6, 8, and 9 shall survive the termination of the Agreement for any reason.

9.5 Assignment. Customer may not transfer or assign this Agreement, any of its obligations hereunder, or its rights to use the Services without the prior written consent of BPS. Any attempted transfer or assignment in contravention of this Section shall be void and of no effect and shall provide BPS with the right to immediately terminate this Agreement. A change in the control of Customer shall be deemed to constitute an assignment of this Agreement. The Agreement shall be binding upon, and shall inure to the benefit of the Parties' respective successors, heirs, executors, administrators and permitted assigns. BPS may assign this Agreement upon written notice to Customer.

9.6 Force Majeure. Neither Party shall be liable for any failure of performance due to causes beyond such Party's reasonable control, including but not limited to acts of God, explosion, fire, flood, earthquake or other catastrophes; any law, order, regulation, direction, action or request of any governmental entity or agency, or any civil or military authority; power or other utility failures; national or local emergencies; insurrections, riots, wars and acts of the public enemy; unavailability or shortages of rights-of-way or materials; actions or inaction of common carriers; strikes, lockouts, vandalism, work stoppages or other labor difficulties.

9.7 Governing Law. In the event of any dispute under this Agreement, the laws of the State of Indiana shall govern the validity, performance, enforcement, interpretation and any other aspect of this Agreement, without regard to principles of conflicts of laws thereunder. Any proceeding arising from or related to this Agreement and/or Services shall be exclusively brought and exclusively maintained in a state or federal court situated in Marion County and each of the Parties hereby consents to and waives any objections to the exclusive personal jurisdiction and exclusive venue of such courts.

9.8 Legal Fees. In any collection action or litigation relating to this Agreement, the Services or any services provided hereunder, BPS shall be entitled to recover its costs of collection or litigation, including reasonable legal fees.

9.9 Counterparts; Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed a duplicate original so long as each Party has signed at least one counterpart. Delivery may be affected by facsimile transmittal of a signed counterpart, with machine confirmation of transmittal and such faxed signature copies shall be binding.

9.10 Entire Agreement. The Parties acknowledge and agree that each Party has read this Agreement (together with any attachments hereto), understands it and that it is the entire agreement between BPS and Customer which supersedes any prior or contemporaneous agreement or understanding, whether written or oral, and any other communications between BPS and Customer relating to the subject matter of this Agreement. This Agreement may be changed only by a writing signed by both Parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last date entered below.

Business Purchasing Solution, LLC

CUSTOMER

By:

By: _____

Name: Thomas H. Jackson

Name: _____

Title: President

Title: _____

Date: _____

Date: _____

CUSTOMER SUBSCRIPTION AGREEMENT

ATTACHMENT A

SERVICES

I. BPS E-Procurement Services

BPS grants access to the BPS E-Procurement Services that consolidate and automate the processes used to manage Customer's procurement of direct and indirect expenditures through a web based integrated platform. The BPS E-Procurement Services enables Customer to manage its complex array of supplier needs by facilitating the order, delivery, use and management of Customer's suppliers including the ordering, provisioning, tracking and billing of services and the maintenance of data associated with Customer's use of supplier services.

In order to obtain access and use of the BPS E-Procurement Services and Invoice Services, Customer shall pay to BPS or BPS Representative a one-time Subscription Fee of three thousand dollars (\$3,000). Customer shall also pay an Monthly Access Fee of one thousand dollars (\$1,000) per month. Customer shall receive State of Indiana QPA catalogs and CIESC catalogs at no additional charge. Additional catalogs, if required, will have an Annual Catalog Fee of six hundred dollars (\$600) per individual catalog Customer requests. The Subscription Fee, first months Monthly Access Fee, and Catalog Fees if any, are due upon execution of this Agreement.

Invoice Services are for receiving electronic invoices and include a maximum annual amount of five thousand (5,000) individual documents. Additional documents over five thousand (5,000) will be charged at one dollar and fifty cents (\$1.50) per document. Customer will be billed annually for the actual number of documents over five thousand (5,000) received in BPS for that year times one dollar and fifty cents (# of Invoices over 5,000 x \$1.50).

II. Support Services

Support Fees: The initial training and implementation services and the Technical Support services shall be included in the Subscription Fee(s) for the Services. All travel and related expenses are the responsibility of Customer. Anything that goes beyond the Technical Support services and initial training and implementation services shall be covered by a Statement of Work in the form of Attachment B that shall set for the hourly fee and payment schedule for the services to be provided.

III. Service Level.

Service Level: BPS shall use commercially reasonable efforts to achieve an Availability Ratio (per the formula below) of at least ninety-nine percent (99%) within any full calendar month. "*Availability Ratio*" means the ratio of Available Hours divided by the total Normal Business Hours in the calendar month, excluding all Planned Maintenance Time, Emergency Maintenance Time, Customer Controlled Hardware and/or Software Time, and Force Majeure Time, expressed as a percentage based on records kept by BPS or BPS Representative. The Availability Ratio is expressed as follows

$$\frac{\text{Available Hours} * 100}{\text{Total Normal Business Hours During the Calendar Month}}$$

Additionally, BPS shall use commercially reasonable efforts to avoid Planned Maintenance Time during the last weekend of each month so as to provide system resources during a Customer's typical month-end close periods.

1. Definitions Used in Availability Ratio Formula:

A. "Available Hours" means the time during Normal Business Hours which the Customer can retrieve data and information through the Services and use substantially all the associated functions of the Services, but excludes all Planned Maintenance Time, Emergency Maintenance Time, Customer Controlled Hardware and/or Software Time, and Force Majeure Time

B. "Normal Business Hours" means the period between 8:00 A.M. to 5:00 P.M., Eastern Standard Time excluding holidays observed by BPS.

C. "Planned Maintenance Time" means the time required for any maintenance activity where advance notice of such maintenance activity on the website is provided. BPS agrees to use commercially reasonable efforts to provide at least forty-eight (48) hours of advance notice for Planned Maintenance and to provide Planned Maintenance outside of Normal Business Hours.

D. "Emergency Maintenance Time" means emergency maintenance deemed necessary by BPS to maintain the integrity, security or performance of the Services.

E. "Force Majeure Time" means any time the Services is not available due to force majeure events as defined in Section 22 of this Agreement; failure in the larger Internet network, including failures that are outside BPS' control or the control of BPS' hosting and network provider; or failures, availability drops, or availability degradation due to causes beyond BPS' direct control. The time reasonably necessary for BPS to restore service and access following such an event is also included in this definition.

F. "Customer Controlled Hardware and/or Software Time" means any Customer controlled hardware, software or network component problems that prevent or disrupt access.

2. Remedies for the Services: If the Availability Ratio for the Services in any full calendar month under this Agreement is not at least ninety-nine percent (99%) for that month, then the Customer as its sole and exclusive remedy shall be entitled to receive a credit equal to twenty-five percent (25%) of the total Monthly Access Fees paid by the Customer for the previous month, if so requested by the Customer. The Customer must request such credit in writing within thirty (30) days of the month in which at least the ninety-nine percent (99%) Availability Ratio was not achieved and the award of the credit is subject to BPS verifying the accuracy of such claim.

If the Availability Ratio in any three (3) full, consecutive calendar months is not at least ninety percent (90%) for those three (3) months, then the Customer as its sole and exclusive remedy, in addition to receiving any credits due under the paragraph above, may upon thirty (30) days prior written notice terminate this Agreement. However, the Customer must exercise this right to terminate within thirty (30) days of such three (3) month period. The remedies set forth in this Section is the Customer's sole remedy for BPS failing to meet the Availability Ratio.

IV. BPS Representative.

BPS identifies a BPS Representative that is in charge of providing all Technical Support Services and any Professional Services requested under this Agreement and identifies a BPS Representative that will collect all fees due under this Agreement by invoicing and obtaining payment for all fees from Customer pursuant to the terms and conditions of this Agreement. The BPS Representatives are:

Technical Support and Professional Service Representative

SpendBridge
101 West Ohio, Suite 1601
Indianapolis, Indiana 46204
Ph: (800) 755-7283
Fax: (888) 886-7367

Collection of Fees Representative

[List Information of Reseller]

CUSTOMER SUBSCRIPTION AGREEMENT

ATTACHMENT B

PROFESSIONAL SERVICES

The undersigned are parties to a Customer Subscription Agreement made as of the 11th day of August, 2014 (the "Agreement"). All capitalized terms used in this Statement of Work ("SOW") not otherwise defined herein shall have the meanings attributed to them in the Agreement. All Professional Services rendered by BPS or BPS Representative shall be governed by the terms and conditions of the Agreement. The Parties have agreed that BPS or BPS Representative shall provide to Customer the Professional Services identified under the heading "Project" below. If Customer wishes to implement changes to the Professional Services that deviate in any material respect from the scope of the Professional Services set forth below, Customer shall submit a written request to BPS or BPS Representative for such changes (a "Change Request"). Change Requests shall be sufficiently detailed to clearly identify the request. Within five (5) business days of receipt of a Change Request, BPS or BPS Representative will use commercially reasonable efforts to prepare and deliver a written proposal to Customer for implementing the Change Request, including any impact the changes will have on the Project schedule or the estimated number of Professional Services hours, set forth in this SOW, as needed to complete a Change Request. Upon acceptance and execution by Customer, the Change Request shall amend and become part of this SOW.

In the event that, in performing the Professional Services hereunder, (i) BPS or BPS Representative encounters any material concealed or unknown condition not expressly disclosed to BPS or BPS Representative, (ii) BPS or BPS Representative discovers that a material prerequisite or assumption contained herein is not met, or (iii) BPS or BPS Representative experiences a material delay caused by Customer, the Project schedule and the Professional Services fees may be equitably adjusted if any additional Professional Services are required to complete the Project as a result. Any such equitable adjustments shall be negotiated in advance and in good faith between the Parties and shall be set forth in a Change Request.

The Professional Services Fees identified below represent good faith estimates based on data presented by Customer. BPS or BPS Representative shall invoice Customer monthly at the hourly rate of one hundred and fifty dollars (\$150.00) per hour as needed to complete the Professional Services described below. Customer shall pay such invoices within fifteen (15) days. Customer shall be charged interest on any uncontested past due balance in accordance with Section 2.1 of the Agreement.

Note: All travel and related expenses are the responsibility of Customer. Additional modules and services will be scoped and presented in as an attachment to the original agreement.

Project

BPS

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

**CUSTOMER SUBSCRIPTION AGREEMENT
ATTACHMENT C
INSURANCE COVERAGES**

Coverage	Limits	Amount
Commercial Liability	Each Occurrence	\$1,000,000
Commercial Liability	Damage to Rented Premises	\$500,000
Commercial Liability	Medical Expenses (any one person)	\$10,000
Commercial Liability	Personal & Advertising Injury	\$1,000,000
Commercial Liability	General Aggregate	\$1,000,000
Commercial Liability	Products - Completed Operations Aggregate	\$1,000,000
Automobile Liability	Combined Single Limit	\$1,000,000
Umbrella	Each Occurrence	\$2,000,000
Umbrella	Aggregate	\$2,000,000
Workmen's Comp & Employer Liability	Each Accident	\$500,000
Workmen's Comp & Employer Liability	Disease - Each Employee	\$500,000
Workmen's Comp & Employer Liability	Disease - Policy Limit	\$500,000
Cyber	Data Breach & Privacy / Cyber Liability	\$1,000,000
Errors & Omissions	Technology Errors and Omissions	\$1,000,000
Crime	Crime Insurance	\$1,000,000