

MIP Cloud by Community Brands

QUOTE DETAILS PREPARED BY

Quote Number: Q-116326

Quote Date: 09/07/2023 Quote Expires on: 09/29/2023

Commencement Date: 09/29/2023

Contract Term: 12 Payment Terms: Net 30 MIP Cloud by Community Brands 9620 Executive Center Drive N. #200

St. Petersburg, Florida 33702

Representative: Michael Miller

BILLING INFORMATION PRIMARY CONTACT

Okaloosa - Walton Jobs & Education Inc.

109 8th Avenue

Shalimar, FL 32579-1424

Robert McClyman 850-833-7587, x2136

rmcclyman@careersourceow.com

ORDER SUMMARY

LICENSED SOFTWARE and SAA The following fable provides a desc to the corresponding fees.		nsed software/lsacs products to the floensee, in addition
Product Name	Qty	Annual Price
MIP Cloud Migration Level I	1	\$3,730.04
MIP Cloud AWS Hosting	1	\$5,000.00
Software Subtotal:		\$8,730.04

Customer Note: AWS Cloud Hosting for MIP and Gazelle

PROFESSIONAL SERVICES

Professional Services: During the term of certain applicable Licensed Software/SaaS, Licensor may also perform certain implementation, consulting and or training service (the "Professional Services") as specified in a written statement of work ("SOW"), which shall be subject to the terms and conditions of the this Order Form, Any Licensee request resulting in modifications, changes and or additions to the Professional Services described in a relevant SOW may incur additional fees and will require a mutually agreed written change order signed by both parties.

SERVICES The following table provides a descript	lon of the servic	લ્ટા ગાળવી પહોં	s. in addiilon	n (loc line) connection di line) (lees).
Product Name	State of the State	Qty	743. 1	List Price
MIP Cloud Organization Setup	1 - hours			\$250.00
MIP Level I Cloud Database Setup	4 - hours			\$1,000.00
MIP Cloud User Setup	3			\$187.50
MIP Cloud Project Management	4 - hours			\$1,000.00
Services Subtotal:				\$2,437.50

TIME & MATERIALS: Licensee agrees to purchase Professional Services estimated in the agreed to order form or statement of work. The fees payable for the Professional Services shall be calculated in accordance with time incurred and Community Brands hourly fee rates. Community Brands shall issue invoices to the Licensee monthly in arrears from the billings associated with the preceding month.

TOTALS	
Total	\$11,167.54

Terms & Conditions

This order form ("Order Form") is entered into on the last date of signature below ("Effective Date") by and between Okaloosa - Walton Jobs & Education Inc., a Educational Organization with offices located at 109 8th Avenue, Shalimar, FL, 32579-1424 (the "Licensee") and Community Brands Intermediate, LLC and Affiliates, a Limited Liability Corporation with offices located at 9620 Executive Center Drive N, St. Petersburg, Florida 33702 (the "Licensor"), for the provision of Services listed above. This Order Form is subject to Licensor's terms and conditions (the "Terms and Conditions"), a copy of which is available on Licensor's website at https://www.communitybrands.com/CBTermsandConditionsDec21 and supersedes all prior, conflicting agreements or representations, written or oral between the parties for the Services listed. Capitalized terms in this Order Form will have the meanings given in the Terms and Conditions.

Service Levels:

For all MIP Cloud orders, the Service Level Agreement referred to in the Terms and Conditions is available at the website https://www.abila.com/sla/Abila SLA PrivateCloud.pdf

Order Form Term:

The term of this Order Form is 12 Months ("OF Term"). This Order Form shall automatically renew for a term of the same length as this OF Term, unless either party provides written notice of intent not to renew no later than one hundred twenty (120) days prior to the expiration of this OF Term. In the event that this Order Form is automatically renewed, Licensor may increase Fees for these Services no more than once per annum.

IN WITNESS WHEREOF, the parties hereto, each by a duly authorized officer, have entered into this Order Form as of the Effective Date.

LICENSEE	LICENSOR
By: Michell Burns	Brian Drog By:
Name: Michele Burns	Brian Droz Name:
Title: Executive Divector	Title: Director of Sales
Date: 9/8/23	9/13/2023 Date: