



ORDER FORM

Chrome River

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United States
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Quote #: Q-04909-4
Date: 11/30/2018
Expires On: 11/30/2018
Sales Director: Chad Peters

Order Start: 12/1/2018
Subscription Start: 1/1/2019

Customer: City of Grand Junction
Address: 250 N 5th St
Grand Junction, Colorado 81501-2668
United States

Order Summary

Subscription Monthly Total **USD 1,487.50**
Services Total **USD 8,925.00**

Subscription Order Details

Product	Quantity	Price	Disc %	Net Price	Monthly Total
EXPENSE - Transactional (Monthly)	250	USD 7.00	15	USD 5.95	USD 1,487.50
					USD 1,487.50

SUBSCRIPTION RAMP INCENTIVE: EXPENSE

Start Month	End Month	Discount	Amount
1	12	50%	USD 743.75

ADDITIONAL USAGE UNBUNDLED RATES	Price
EXPENSE - Transactional Overage	USD 7.88

ALWAYS INCLUDED FEATURES OF CHROME RIVER SUBSCRIPTIONS

- » Unlimited user access across entire organization Included
- » Chrome River MERCURY Responsive & Mobile App Included
- » Chrome River ANALYTICS Business Intelligence & Reporting (unlimited users) Included
- » Advanced Image Processing including OCR data extraction of all receipts (EXPENSE) Included
- » EXPENSE Pre-Approval module (EXPENSE) Included
- » Permanent QA/Testing and Production environments for each customer Included
- » Telephone & Online Support Desk and ongoing service administration Included
- » All software upgrades and enhancements Included
- » Unlimited data storage and receipt/invoice image storage Included
- » Daily foreign exchange currency rate imports Included
- » Credit Card, P-Card and Travel expense transaction features Included

Services Order Details

Product	Service	Quantity	Price	Disc %	Net Price	One Time Fee Total
EXPENSE	SETUP SERVICES - PRO	1	USD 10,500.00	15	USD 8,925.00	USD 8,925.00
						USD 8,925.00

PRO & PRO PLUS SETUP SERVICES PLANS

1. General Project Management

- Project status calls and documents
- Preparation and tracking of work plan
- Detailed project scoping

2. Design Workshops

- System walk-through
- User interface design
- Data mapping templates for People, Vendors, Allocations, and other Chrome River inbound feeds
- Define and design compliance and approval routing rules
- Define roles as needed for rules
- Define Chrome River outbound data export(s) to customer specifications
- Define GL allocation and mapping as required
- Pro PLUS Plan: Define and design VAT/Tax rules and setup for up to 5 countries

3. Data

- Data mapping templates for People, Vendors, Allocations, and other Customer outbound data exports as required to support business needs
- Create Chrome River outbound data exports to Customer system import specifications.
Pro Plan: one (1) data export.
Pro PLUS Plan: up to four (4) data exports.
- Configure and deliver electronic transaction data integrations (EXPENSE).
Pro Plan: up to one (1) credit card data import integration.
Pro PLUS Plan: up to two (2) credit card data import integrations (including up to 10 regional or business unit feeds), one (1) optional Chrome River outbound credit card provider payment remittance, and one (1) travel agency, travel booking or other transaction data integration.

4. Configuration

- Build configured system in accordance with the Design Workshop
- Chrome River will conduct three (3) configuration iteration sessions (Sprints) during the project
 - Iteration 1: Following the walk-through of the initial build
 - Iteration 2: Following functional testing phase
 - Iteration 3: Following user acceptance testing (assumed minor changes remaining)
- Customer can continue to make configuration changes after go-live

5. Training and Testing Workshops

- Provide compliance and routing validation training
- Administration configuration including: People, Vendor, Allocation, Entity, General Ledger Mapping
- Administration routing options
- Export options: on demand and scheduled
- Provide web administration training sessions
Pro Plan: up to six (6) training hours.
Pro PLUS Plan: up to eight (8) training hours
- Provide web Standard Analytics training session
- Provide two (2) 1-hour web-based Train-the-Trainer sessions

6. Rollout Plan

- Assist in preparation of Rollout Plan
- Provide training template materials
- Provide post-production assistance

Pro Plan: two (2) weeks assistance.
Pro PLUS Plan: four (4) weeks assistance.

- Meetings with Implementation Team to liaison in the handover to Support assistance

7. Assumptions

- Project will be conducted remotely through web-based meetings whenever possible
- Chrome River will provide a separate system environment for Customer testing
- Customer will make project team available according to agreed-upon work plan
- Customer will assign a project manager to work alongside Chrome River who will have authority to make project decisions, or obtain decisions in a timely manner according to the work plan schedule
- Project will be conducted in a contiguous manner according to the project plan with no project holds or breaks
- End user training will be conducted by the Customer
- Customer will provide signoff or feedback to signoff documents within five (5) days of receipt

Additional Services Options

» Additional Data Integrations (Credit Card, Travel Data, etc.)	USD 2,000.00
» Single Sign On (SSO) configuration setup	USD 2,500.00
» Additional Project Configuration Iterations (Sprints)	USD 3,000.00
» Additional Training or Consulting services	USD 250.00/hr
» Custom Report services	USD 200.00/hr

Terms & Conditions

- 1 Transactional (Monthly) Subscription Plan: This subscription plan offers a bundled quantity of transaction usage (Quantity) at the price per transaction per month (Price) and provides unlimited enterprise access for all Customer personnel. Customer shall pay the monthly subscription fee regardless of use of the Service and will not be entitled to a refund or roll-over to subsequent months if it does not use the bundled minimum quantity of transactions for a particular month. Additional transactions processed in excess of the bundled quantity each month will be billed monthly in arrears at the non-bundled rate listed. Any reduction to the ordered quantity will take effect on the billing period sixty (60) days after execution of an Order Adjustment form.
- 2 All reimbursable costs consisting of but not limited to reasonable travel (airfare via coach class), accommodation and related incidental expenses are the responsibility of Customer and shall be payable net thirty (30) days after the invoice date.
- 3 Customer acknowledges that in entering into this Order Form, it has not relied upon the future availability of any Service or update.
- 4 This Order Form is governed by the terms of the Chrome River Master Subscription Agreement found at <https://s3.amazonaws.com/chromeriver-cloudfront-corp/order/ChromeRiverMSA.pdf>, unless (i) Customer has a written master subscription agreement executed by Chrome River for such products and services referenced in this Order Form, in which case such written Chrome River master subscription agreement will govern or (ii) otherwise set forth herein.
- 5 Fees hereunder are non-cancelable and sums paid are non-refundable, except as expressly stated in the Master Subscription Agreement.
- 6 In the event of any conflict between this Order Form and the Master Subscription Agreement, the Order Form shall control, except that the Master Subscription Agreement shall govern all issues relating to intellectual property rights, confidential information, warranty, indemnity and liability issues.

Special Terms

Special Payment and Discount Incentives – OFFER EXPIRES 11/30/2018

- Special Implementation Rate Incentive: 15% discount off EXPENSE Implementation fee.
- Beginning on the Subscription Start date, customer shall receive a 50% discount on the Subscription Monthly Total shown above for Twelve (12) consecutive months. After this initial period, this incentive discount will expire and billing will revert to the full Subscription Monthly Total indicated in the Order Summary above.
- Customer shall have the ability to review, and if needed, reduce or increase its Transactional Quantity once annually, where any change to the ordered Quantity will take effect on the billing period sixty (60) days after an Order Adjustment form.

Upon signature by Customer (listed above) and submission to Chrome River Technologies, Inc. ("Chrome River"), this Order Form shall become legally binding unless this Order Form is rejected by Chrome River for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the signature block), or (3) the requested signature is incomplete or does not match our records or the rest of this Order Form.

CUSTOMER

City of Grand Junction

Signature 

Name Jay Valentine

Title Director of General Services

Date 11/30/18