

QUOTE



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Quote Number: 7811
Quote Subject: AnnArbor_BMS_
Cireson
Sales Person: Justin Roux
Valid Until: 28/02/2017

Bill To	Ship To
City of Ann Arbor	City of Ann Arbor
Ann Arbor, MI, USA	ann arbor, MI, us

Quantity	Product	List Price	Discount %	Discount Price
1.00	Business Management Solution - SMALL	\$26,750.00	20.00%	\$21,400.00

501 - 1,000 employees. This multi-stream solution revolutionizes your Microsoft System Center and Azure journey to success. We're reinventing how the world uses Service & Asset Management. Includes 3 Streams of Service Management, Asset Management, and Essentials Management. All within 1 powerful Business Management Solution. Please visit Cireson.com for all apps currently included in this solution.

1.00	Business Management Solution - SMALL - SMSA	\$8,025.00	0.000000	\$8,025.00
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501 - 1,000 employees. Annual 30% Support & Maintenance with Software Assurance based on list price. This is broken down by an industry standard 20% on Support & Maintenance, which covers all technical support, product enhancements, and new functionality. The 10% Software Assurance offers exceptional value as any future products released to the Steams licensee owns in the Business Management Solution will be included at no extra cost.

Includes 3 Streams of Service Management, Asset Management, and Essentials Management. All within 1 powerful Business Management Solution. Please visit Cireson.com for all apps currently included in this solution.

20% discount on BMS Software line item expires 2/28/17

Subtotal:	\$34,775.00
Discount:	\$5,350.00
Total:	\$29,425.00

TERMS AND CONDITIONS

1. Late Payments. Should payment in full of any invoice not be received by Cireson within thirty (30) days of the date of the invoice, interest will accrue on the unpaid balance at a rate of one and one-half percent (1.5%) for each month or fraction thereof the overdue amount remains unpaid. In the event that any amount remains unpaid after thirty (30) days of the date of the invoice, Cireson may suspend support and maintenance services (which includes, but is not limited to upgrades, bug fixes, email support, telephone support and portal support), and/or revoke the License if you fail to pay the License Fee, License Upgrade Fee(s) or are subscribing to Cireson's Software Applications on a subscription basis and fail to pay the Subscription Fees, and/or Software Assurance (if applicable). Suspension or loss of services does not relieve you from paying support and maintenance fees due.

2. Taxes, Duties and Other Charges. Fees invoiced by Cireson do not include any local, state, federal or foreign taxes, VAT, levies or duties of any nature ("**Taxes**") unless otherwise indicated. You are responsible for paying all Taxes, including sales, use, personal property, value-added, excise, custom fees, import duties and any other similar duties and charges, including penalties and interest, imposed by the any United States federal, state, provincial or local government entity or any non-United States government entity on the provision, sale or use of the Software Applications, excluding only United States based taxes on Cireson's income. If Cireson has the legal obligation to pay or collect Taxes for which you are responsible under this section, the appropriate amount shall be invoiced to and paid by you unless you provide Cireson with a valid tax exemption certificate authorized by the appropriate taxing authority. You are responsible for any wire fees and any currency exchange costs associated with payment to Cireson in United States Dollars.

3. License. An "**End User**" is person granted access to the Cireson portal or to the Software Applications, or both, whether that person is full-time, part-time, an employee, a contractor or a partner. Cireson's license fees are based on a tier license model which is based on the total count of End Users (defined below). Accordingly, you are procuring a license for the number of End Users specified in the license tier indicated above. Your use of the Software Applications identified on this Invoice is subject to the terms and conditions set forth on this Invoice and any other agreement(s) entered into with Cireson (e.g. the EULA). If, at any time, your use exceeds the number of End Users in the license tier, Cireson will notify you of your breach of the License and you shall have thirty (30) days from the date of the notice to reduce the number of End Users of the Software to be in compliance with the License purchased. If you fail to cure said breach within thirty (30) days from the date of the invoice, you shall pay a License Upgrade Fee (defined below). Cireson's license tiers are as follows:

License Tier	Number of End Users
SMB	1 – 500
SMALL	501 – 1,000
MEDIUM	1,001 – 5,000
LARGE	5,001 – 10,000
ENTERPRISE	10,000 – 15,000
* Special pricing applies to organizations with more than 15,000 End Users	

4. License Compliance. You agree and acknowledge that Cireson will collect a count of the number of End-Users, Analysts, and Assets used by your organization. Cireson collects counts in order to better understand its customers and how they use the Software Applications across their businesses which assists Cireson with license compliance, product improvement and development. Cireson will not share these counts with third parties.

5. License Upgrade Fees. If your use exceeds the number total number of End Users in the license tier purchased and you have failed to cure said breach as described in Section 4, you shall pay a license upgrade fee equal to the difference between the License Fee(s) already paid and the current list price of the appropriate license tier ("**License Upgrade Fee**"). An "**End User**" is person granted access to the Cireson portal or to the Software Applications, or both, whether that person is full-time, part-time, an employee, a contractor or a partner. To remain in compliance with the License, End Users must be appropriately assigned to corresponding Active Directory Groups, or some other logical schema used by Licensee. If the count of all End Users exceeds the number of End Users permitted in your license tier, Licensee shall promptly meet with Licensor's Customer Success Team to review your License, your usage, and pay any License Upgrade Fee(s) due (as described below).

6. Support and Maintenance Services. Support and Maintenance services commence with license delivery for a period of one year, unless specified otherwise. These services will auto renew for an additional year unless you provide written notice at least 30 days prior to scheduled renewal.

In exchange for one (1) year of support and maintenance services as described in the Support and Maintenance Policy found at www.cireson.com/srwithsa, you shall pay the support and maintenance fees invoiced. Unless terminated by you in writing not less than 90 days prior to the expiration of then-current term, support and maintenance services shall automatically renew on an annual basis for successive one (1) year terms and support and maintenance fees shall immediately accrue and shall be due and payable. To notify Cireson of your election not to renew, notice must be timely given to Cireson at renewals@cireson.com. Failure to pay support and maintenance fees invoiced may result in the suspension or loss of services (including, but not limited to, suspension or loss of upgrades, bug fixes, email support, telephone support and portal support). Suspension or loss of services does not relieve you from paying support and maintenance fees. Cireson shall have the right to modify the Support and Maintenance Policy from time to time in its discretion. All support and maintenance fees paid are earned when paid and are

non-refundable. No pro-rata refunds will be issued.

7. Software Assurance. If enrolled in Software Assurance and subject to paying the Software Assurance Fee on an annual basis as invoiced by Cireson, you will be entitled to receive, at no additional charge, new Software Applications developed or released by Cireson which are added to the Stream licensed by you (as indicated on this Invoice). Further details pertaining to Software Assurance can be found at www.cireson.com/smwithsa. You are not entitled to new Software Applications developed or released by Cireson which are not added to the Stream licensed by you. You may terminate your enrollment at any time upon written notice; however, all Software Assurance Fees paid are non-refundable and earned by Cireson when paid.

8. General. Neither party may amend or waive any of these terms and conditions except pursuant to a writing executed by the party against whom the enforcement of the amendment or waiver is sought. Any disputes regarding this Invoice or any of these terms and conditions, including, but not limited to, any disputes regarding its validity, interpretation, construction, performance, and enforcement shall be governed by laws of the State of California (within giving effect to its conflicts of law principles). Any party bringing an action or proceeding against the other arising out of or relating to this Invoice or any of its terms and conditions shall bring the action or proceeding in the federal or state courts located in San Diego County, California, USA. Should it be necessary to institute any action to collect amounts due pursuant to this Invoice, the parties hereby agree that the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees, as well as all costs of the action, including, but not limited to court or arbitration tribunal costs, filing fees, exhibit fees, forensic consultant fees, litigation support costs, expert witness fees, as well as those fees and costs incurred in connection with post judgment collection and enforcement efforts.

Quote is subject to the terms of Cireson's Software License and Maintenance Agreement

Currency is United States Dollars

Thank you for your business!