

PRICE QUOTATION
CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft

TO: Erik Harvey
 Director of Information Technology
 Indian River County BOCC
 1800 27th St
 Vero Beach, FL 32960

FROM: Morgan Judd
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: eharvey@indianriver.gov

EMAIL: Morgan.Judd@carahsoft.com

PHONE: (772) 226-1698

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TERMS: Contract Number: 43230000-NASPO-16-ACS
 NASPO Master Contract Number: AR2472
 Contract Term: 08/01/2017 to 09/30/2026
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Sales Tax May Apply

QUOTE NO:	60728368
QUOTE DATE:	11/07/2025
QUOTE EXPIRES:	12/30/2025
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	\$2,963,274.47
TOTAL QUOTE:	\$2,963,274.47

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE	
YEAR 1							
1	SGELA-M	12 month subscription for the SIMPLIGOV PLATFORM ENTERPRISE LICENSE AGREEMENT (Unlimited published workflows) - (POP <300K) Y1: 12 month subscription for the SIMPLIGOV PLATFORM ENTERPRISE LICENSE AGREEMENT (Unlimited Published Workflows + Unlimited Workflow Initiations & Unlimited SimpliSign Transactions* + Analytics)**		\$447,405.32	COOP	1	\$447,405.32
YEAR 1 SUBTOTAL:							\$447,405.32
YEAR 2							
2	SGELA-M	12 month subscription for the SIMPLIGOV PLATFORM ENTERPRISE LICENSE AGREEMENT (Unlimited published workflows) - (POP <300K) Y2: 12 month subscription for the SIMPLIGOV PLATFORM ENTERPRISE LICENSE AGREEMENT (Unlimited Published Workflows + Unlimited Workflow Initiations & Unlimited SimpliSign Transactions* + Analytics)		\$575,106.38	COOP	1	\$575,106.38
YEAR 2 SUBTOTAL:							\$575,106.38
YEAR 3							
3	SGELA-M	12 month subscription for the SIMPLIGOV PLATFORM ENTERPRISE LICENSE AGREEMENT (Unlimited published workflows) - (POP <300K) Y3: 12 month subscription for the SIMPLIGOV PLATFORM ENTERPRISE LICENSE AGREEMENT (Unlimited Published Workflows + Unlimited Workflow Initiations & Unlimited SimpliSign Transactions* + Analytics)		\$609,612.77	COOP	1	\$609,612.77
YEAR 3 SUBTOTAL:							\$609,612.77

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LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE	
YEAR 4							
4	SGELA-M-R	12 month subscription for the SIMPLIGOV PLATFORM ENTERPRISE LICENSE AGREEMENT (Unlimited published workflows) - (POP <300K) - RENEWAL Y4: 12 month subscription for the SIMPLIGOV PLATFORM ENTERPRISE LICENSE AGREEMENT (Unlimited Published Workflows + Unlimited Workflow Initiations & Unlimited SimpliSign Transactions* + Analytics)**		\$646,189.36	COOP	1	\$646,189.36
YEAR 4 SUBTOTAL:						\$646,189.36	
YEAR 5							
5	SGELA-M-R	12 month subscription for the SIMPLIGOV PLATFORM ENTERPRISE LICENSE AGREEMENT (Unlimited published workflows) - (POP <300K) - RENEWAL Y5: 12 month subscription for the SIMPLIGOV PLATFORM ENTERPRISE LICENSE AGREEMENT (Unlimited Published Workflows + Unlimited Workflow Initiations & Unlimited SimpliSign Transactions* + Analytics)**		\$684,960.64	COOP	1	\$684,960.64
YEAR 5 SUBTOTAL:						\$684,960.64	
SUBTOTAL:						\$2,963,274.47	
TOTAL PRICE:						\$2,963,274.47	
TOTAL QUOTE:						\$2,963,274.47	

Carahsoft quote number: 60728368 must be referenced on the PO in order to process

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Fair usage permits up to 250,000 total initiations (combined Workflow and SimpliSign) per annual subscription term.

***Because SimpliGov has to factor in the uncertainty of costs of data storage and the price of infrastructure 5 years out, SimpliGov agrees to cap future renewal price increases in year 6 at no more than 20% of the cost of the platform in year 5

****Upon expiration of the current NASPO contract on 9/30/2026, SimpliGov commits to honoring the Y2, Y3, Y4 and Y5 pricing on the replacement NASPO contract in accordance with the prices listed in this quotation

Workflow: A workflow consists of a form and a unique business process.

Workflow Initiation (WI): Each WI is tracked with a unique Workflow ID. A Workflow ID is created when a user starts a workflow and is kept consistent throughout the entire process, regardless of the workflow outcome. If a new business process is triggered within an existing workflow (a "child initiation"), the child is considered a unique WI with a unique Workflow ID.

SimpliSign Workflow Initiation (SSWI): Initiation of a workflow that has SimpliSign features enabled triggers a single SSWI regardless of how many users, stages, signers, signatures, or documents are included.

Exception: Provisioning a simple HTML signature pad in a form, without the coverage of a digital certificate, does not incur an SSWI.

SimpliSign Transaction (SST): Initiation of a SimpliSign Transaction within the SimpliSign eSignature module. A single SimpliSign Transaction is counted regardless of the number of signers, or documents included. Terms of Use: Services listed on this Order Form are provided under the terms of the NASPO Valuepoint Cooperative Purchasing Program Contract No. AR2472 and SimpliGov terms of use located at <https://www.simpligov.com/master-subscription-agreement/> (the "Terms and Conditions")

Payment Terms: Subscription fees shall be invoiced annually in advance on the first day of delivery. Implementation services fees shall be invoiced monthly in arrears against hours delivered.

Technical Support Service Guidelines

CONFIDENTIAL

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1. Liaison. Client will appoint a technical liaison to communicate with SimpliGov with respect to the resolution of technical problems (the "Liaison"), who shall complete reasonable training with SimpliGov to enable the Liaison to train users and correct problems caused by user error, assist users with the resolution of known issues, and obtain sufficient information from user's to adequately report problems to SimpliGov. Client may change such liaison from time to time at reasonable intervals upon written notice to SimpliGov and completion of applicable training by the successor Liaison. SimpliGov will not be obligated to respond or provide technical support to any person other than the designated liaison.

2. Technical Support Hours and Methods. SimpliGov shall use commercially reasonable efforts to provide email and phone technical support to Client's Liaison during regular business hours, M-F 9 a.m. to 5 p.m. Pacific Time. Problems may be reported any time, however, SimpliGov will not be obligated to assign work after business hours (9 a.m. to 5 p.m. Pacific Time) to problems that are not classified as Priority 1/ASAP

3. Holidays. SimpliGov observes the following holidays: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day.

4. Priority. Upon receiving a call or request, SimpliGov will classify and prioritize the problem according to the following criteria (it being understood that in the event that SimpliGov completes a workaround that relegates the applicable problem to a lower priority level, the service levels applicable to that lower priority level will apply going forward):

Priority Description Response Time Target Resolution Time

Priority 1/ - ASAP

The issue renders the mission critical real-time processing features and functionalities of the SimpliGov Automation Platform Services completely unavailable, unresponsive, or inoperable, and there is no workaround | 4 business hours 1 business day

Priority 1

Process cannot complete and there is no workaround, but the condition does not interrupt all functions of the SimpliGov Automation Platform Services | 1 business day 10 business days

Priority 2 Process cannot complete, but there is a workaround that allows Client to use the SimpliGov Automation Platform Services | 2 business days 15 business day

Priority 3 This priority addresses "cosmetic" type calls with no financial or processing impact | 5 business days One month processing impact.

5. Client Responsibilities. During the Subscription Term, Client shall: (i) provide supervision, control and management of the use of the SimpliGov Automation Platform Services; (ii) document and promptly report all errors or malfunctions; and (iii) take all steps reasonably necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SimpliGov.

Service Level Agreement

1. Scheduled Downtime. When needed, SimpliGov will schedule downtime for routine maintenance or system upgrades ("Scheduled Downtime") for the Service. SimpliGov shall exercise commercially reasonable efforts to schedule Scheduled Downtime outside of peak traffic periods. SimpliGov will use commercially reasonable efforts to notify Client's designated contact at least one calendar week prior to the occurrence of Scheduled Downtime.

2. Uptime Commitment:

A. The Services will be accessible 98% of the time, 7 days per week, and 24 hours per day ("Uptime Commitment"), as calculated over a calendar month. Uptime Commitment shall not apply to, and SimpliGov will not be responsible for, any downtime which: 1) lasts less than 15 minutes; 2) results from Scheduled Downtime; 3) results from the failure of communication or telephone access service or other outside service or equipment or software not the fault of SimpliGov, including without limitation general network outages; 4) is caused by a third party not under SimpliGov's control; 5) is a result of causes beyond the reasonable control of SimpliGov; or 6) results from failures of the system or the Client API Kit.

B. If SimpliGov fails to meet its Uptime Commitment in any given month, Client's sole remedy and SimpliGov's entire liability will be for SimpliGov to credit Client's account with "Service Level Credits", to be applied against Client's next billing period as follows:

No. of Hours Below Uptime Commitment Service Level Credits

1 hours to 2 hours | 1 day prorated monthly Subscription Fees

> 2 hours to 24 hours | 3 days prorated monthly Subscription Fees

C. To receive a Service Level Credit, Client must submit a written request for a Service Level Credit to Client's designated account manager or the SimpliGov support team. To be eligible, the request must (i) include the dates and times of each incident of downtime experienced by Client in the preceding month; and (ii) be received by SimpliGov within ten business days after the end of the billing cycle in which the downtime occurred.

D. Upon receipt of a Service Level Credit request in compliance with the above requirements, SimpliGov shall have 30 days to review the request and to validate the information provided. If SimpliGov determines in good faith that the Services failed to meet the Uptime Commitment as alleged in such a request, then SimpliGov will apply such Service Level Credits to Client's immediately succeeding billing period. Client's failure to comply with the provisions of Section 2.C. above will disqualify it from receiving a Service Level Credit.