



MOMENTIVE SOFTWARE, INC.
NEW ORDER FORM

This order form cover sheet and any product addenda, schedules, or attachments hereto (collectively, the "Order Form") is entered into on the date of last signature below ("Effective Date") by and between Southern 14 Workforce Investment Board with offices located at PO Box 186, Carmi, Illinois, 62821, United States (the "Customer") and Momentive Software, Inc. and its brand affiliates ("Provider") for the provision of the Products and Services listed below. Customer and Provider agree to be bound by Provider's terms and conditions (the "Terms and Conditions"), a copy of which is available on Provider's website at [Terms and Conditions](#) and incorporated herein by reference, and supersedes all prior, conflicting agreements or representations, written or oral between the parties for the Products and Services listed below. Capitalized terms in this Order Form will have the meanings given in the Terms and Conditions. The Order Form and the [Terms and Conditions](#) shall be known, collectively, as the "Agreement." In the event of conflict between the Order Form and the Terms and Conditions, the Order Form shall control.

QUOTE DETAILS

Quote Number: Q-95817

Quote Date: 11/03/2025

Quote Expires on: 01/27/2026

Term Commencement Date:

Term Duration: 12 Months

Payment Terms: Net 30

PREPARED BY

MOMENTIVE SOFTWARE, INC.
360 Central Ave.
Suite 1120
St. Petersburg, Florida
33701

Representative: Ashley Herington

BILLING INFORMATION

Southern 14 Workforce Investment Board
PO Box 159
Crow Agency, Montana
59022-0159
United States

PRIMARY CONTACT

Chad Barbre

618 919-0429
cbarbre@b-alltech.com

ORDER SUMMARY:

LICENSED SOFTWARE and SAAS

This Order Form includes the following Products and the annual price to be charged for each during the Term.

Product Name	Annual Price
MIP Fund Accounting On-Premise- 1	\$0.00



MIP On-Premise: General Ledger - License- 1	\$4,794.00
MIP On-Premise: Accounts Payable - License- 1	\$0.00
MIP On-Premise: Accounts Receivable Reporting - License- 1	\$0.00
MIP On-Premise: Bank Reconciliation - License- 1	\$0.00
MIP On-Premise: Budget Management - License- 1	\$0.00
MIP On-Premise: Data Import/Export - License- 1	\$0.00
MIP On-Premise: Forms Designer - License- 1	\$0.00
MIP On-Premise: Reports Manager - License- 1	\$0.00
MIP On-Premise: Grants Administration - License- 1	\$0.00
Software Subtotal	\$4,794.00
Discount	\$479.40
Software Total	\$4,314.60
Annual M&S Total	\$1,198.50

TOTAL
\$5,513.10

ESTIMATED TAX
\$345.17

TOTAL WITH ESTIMATED TAX
\$5,858.27

FEES:

Customer agrees to pay Provider applicable fees for the Products and Professional Services set out in this Order Form.

PRODUCT FEES: Unless otherwise set forth in this Order Form, Provider will invoice Customer in advance, such invoice due and payable within 30 days of the invoice date.

PROFESSIONAL SERVICES FEES: Unless otherwise set forth in this Order Form, Professional Services fees will be invoiced to the Customer on a Time & Materials or a Fixed Fee basis as described in the SOW.

PROFESSIONAL SERVICES BILLING: Time & Materials or Fixed Fee

Please confirm your tax-exempt status by checking one of the following boxes:

☐ We are tax-exempt:

☐ We are not tax-exempt:

The total contract value includes an estimated tax value. If you have not already submitted your business's tax exempt certificate, please email it to salestax@momentivesoftware.com. You will be invoiced and responsible for tax payments until your certificate is received and approved by our tax department.

PAYMENTS AND PAYMENT PROCESSING:

THIRD PARTY PAYMENT PROCESSING. Third Party Payment Processing enables the Customer to accept payments from donors through Provider's affiliated third-party payment processor. If applicable, Provider shall enable credit and debit card processing services for Customer, including but not limited to authorization, settlement, and support services. In such event, Customer will be required to establish a merchant services account ("Merchant Services Account") with Provider's affiliated payment processor and to maintain such Merchant Services Account in accordance with card networks regulations. The payment processor will assess Customer applicable card processing fees (collectively "Processing Fees") in the amount of 3.5% per Visa/Mastercard/Discover transaction and 3.95% per Amex transaction, provided, Processing Fees are subject to adjustment upon advance written notice in accordance with card network rules, including without limitation network fees, issuing bank fees, or interchange rates. Processing Fees shall be paid by Customer in accordance with the Customer's Merchant Services Account terms and Provider's standard billing processes.

MOMENTIVE AUTOMATED PAYMENTS. Momentive Automated Payments enables the Customer to automate vendor payments through Provider's affiliated third-party payment facilitator. If applicable, Provider shall enable credit card, electronic transfer, and check payment services for Customer, including but not limited to onboarding, settlement, and support services. In such event, Customer will be required to establish a payment services account ("Payment Services Account") and to maintain such Payment Services Account in accordance with a separate Master Services Agreement between the Customer and the payment facilitator. The payment facilitator will assess transactional payment processing fees along with service fees (collectively "MAP Fees"). Customer shall remit payment for MAP Fees in accordance with the Master Services Agreement. So long as Customer has enabled Momentive Automated Payments, Provider will provide Customer a 0.25% rebate (the "Rebate") on qualified credit card spend by the Customer through the Payment Services Account during the preceding quarter. Credit card spend through the third-party payment facilitator PayForYou service is not eligible for the Rebate. Provider will pay the Rebate to Customer within 45 days of the calendar year quarter end. The Rebate percentage is subject to adjustment in Provider's sole discretion upon advance written notice to Customer in accordance with card network rules, including without limitation in the event of changes to network fees, issuing bank fees, interchange rates, or termination of the Rebate program.

TERM:

The Term of this Order Form shall continue for 12 months and automatically renew for a twelve (12) month term (each a "Renewal Term") unless either party provides the other party with written notice of intent not to renew no later than one hundred twenty (120) days prior to the expiration of the current Term.

[Remainder of this page intentionally left blank; signature pages follow next page]



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

CUSTOMER: Southern 14 Workforce Investment Board

PROVIDER: Momentum Software, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

