

**Service Order Agreement  
Number One  
To Master Service Agreement with Neptune Technology Group Inc.**

This Service Order Agreement (“SOA”) details the services Neptune Technology Group Inc. (“Neptune”) will provide to **Billings, City of** (“Customer”) pursuant to the Master Service Agreement (the “MSA”) entered into between Neptune and Customer. This SOA will be effective as of **TBD** and will continue for a Service Term of one (1) year, and unless terminated pursuant to the provisions of the MSA, will automatically renew for successive one-year Service Terms. In the event of any conflict between the terms of the MSA and this SOA, the terms of the MSA will control.

1. Customer will remit payment to **Northwest Pipe & Fittings** (“Distributor”) for the Service pursuant to the terms of the MSA, according to the following fee schedule (the “Fee Schedule”). The Fee Schedule is based on the number of radio frequency (“RF”) endpoints the Customer has in service that employ the Network on the commencement date of the initial Service Term and as set forth below for any renewal Service Term.

**Fee Schedule:**

Effective/Anniversary Date	Initial RF Endpoints	Annual Rate
TBD	31,000	Year 1: \$40,920* (31,000 x \$1.32) Year 2: \$49,290* (31,000 x \$1.59) Year 3: \$57,660* (31,000 x \$1.86) Year 4**: \$57,660* (31,000 x \$1.86)  **Pricing excludes any future add-on modules **Optional 1-year extension to the Year 3 pricing.

At least ninety (90) days prior to the expiration of the initial Service Term or any renewal Service Term, Neptune will determine the number of endpoints in service that employ the Network. Customer will provide to Neptune any information requested by Neptune to assist Neptune in making that determination. Neptune may adjust the Fee Schedule by providing written notice of any adjustment at least sixty (60) days prior to the expiration of the initial Service Term or any renewal Service Term. If Customer objects to the adjustment, then Customer may, at its option, terminate this SOA, or engage in good faith discussions with Neptune about the Fee Schedule; provided that the parties will agree on an adjusted Fee Schedule no later than the beginning of the renewal Service Term.

2. Neptune will provide access rights to and permit Customer to use Neptune’s host software for its intended uses.

3. The Neptune application will be hosted on a third-party environment chosen by Neptune that is configured according to Neptune's specifications.

4. Neptune will provide and manage implementation of server updates (including but not limited to operating system updates, patches, and fixes), as Neptune determines are appropriate.

Billings, City of

Northwest Pipe & Fittings

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Neptune Technology Group, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_