



### ORDER FORM

This Order Form (referred to herein as this “**Order**”) describes the relationship between Suitebriar, Inc., having an office at 13800 Coppermine Road, Herndon, VA 20171 (“**Suitebriar**”) and the customer identified below (“**Customer**”). This Order will become effective as of the date when this Order is executed by authorized representatives of both parties (the “**Effective Date**”).

**CUSTOMER INFORMATION:**

**Name/Customer:** \_\_\_\_\_ **Principal Contact Person:** Jamie Guerrero\_

DA Office Hidalgo TX **Title:** Systems Support Manager\_\_

**Address:** **Phone:** 956.292.7604 ext 8089

On File **Fax:**

\_\_\_\_\_ **Email Address:** jaime.guerrero@da.co.hidalgo.tx.us

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**TERM, PRODUCTS AND SERVICES, AND FEES:**

**Term:** The term of this Order shall commence upon the Effective Date and continue for [three (3) years] unless earlier terminated in accordance with this Order (the “**Initial Term**”). Unless terminated in accordance with this Order, upon expiration of the Initial Term, this Order shall automatically renew for additional one (1) year terms (the “**Renewal Term**” and, together with the Initial Term, collectively referred to herein as the “**Term**”) unless either party provides written notice of its intent not to renew the Order at least thirty (30) days prior to the expiration of the Initial Term or the then current Renewal Term, as applicable.

**Products, Services and Fees:**

By entering into this Order, Customer hereby agrees to pay the amounts payable for the third-party products (the “**Products**”) and Suitebriar services (the “**Services**”) selected below.

Subscriptions				
Quantity	Type	Price Per User Per Month	Billing date	Price Per Year
195	Google Workspace Business Plus [36 months, 30% Discount]	\$12.60	02/27/2021	\$29,484.00
Total for 36 Month [paid annually]				\$88,452.00
Service				
Quantity	Description		Billing date	Price
1	G Suite Suitebriar Support [GRATIS]		Upon Signature	\$0.00

## Comments or special instructions:

*\*Google Workspace Term February 27, 2021 - February 27, 2024*

\* The following terms apply to the Google Cloud Platform Product: [36 mos.]

\*\* The following terms apply to the G-Suite Product: [https://gsuite.google.com/terms/2013/1/premier\\_terms.html](https://gsuite.google.com/terms/2013/1/premier_terms.html)

**Note:** The fees set forth above do not include any applicable taxes that may be due and payable by Customer. All amounts invoiced by Suitebriar to Customer hereunder shall be payable by Customer within thirty (30) days of the date of such invoice.

## ADDITIONAL TERMS:

**Configuration Services.** In the event that Configuration Services are selected on this Order, the parties shall work together in good faith to deploy and configure the Products for Customer and its authorized users, including without limitation, providing reasonable configuration, implementation, project management and training relating to the Products. Customer will provide any and all necessary information and assistance to Suitebriar, including without limitation access to Customer's facilities, hardware and equipment, as reasonably requested by Suitebriar in order to facilitate the performance of the Configuration Services.

**Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE APPLICABLE THIRD-PARTY TERMS, THE PRODUCTS, SERVICES, AND ALL INFORMATION AND MATERIALS PROVIDED BY SUITEBRIAR ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS," AND SUITEBRIAR MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY SPECIFICALLY DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, RESULTS, WORKMANLIKE EFFORT, COURSE OF DEALING, AND TITLE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SUITEBRIAR DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR VIRUS FREE. THE PRODUCTS AND SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET, TELEPHONIC AND ELECTRONIC COMMUNICATIONS. SUITEBRIAR SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OR LOSS OF DATA, EXCEPT SOLELY TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUITEBRIAR. CUSTOMER SHALL MAINTAIN A PROCEDURE EXTERNAL TO THE PRODUCTS AND SERVICES FOR THE RECONSTRUCTION OF LOST, DAMAGED, OR ALTERED DATA PROVIDED BY OR ON BEHALF OF CUSTOMER. FAILURE TO DO SO SHALL BE AT CUSTOMER'S SOLE RISK AND COST.

**Limitation of Liability.** TO THE EXTENT PERMITTED UNDER LAW, IN NO EVENT SHALL SUITEBRIAR HAVE ANY LIABILITY TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY EVEN IF SUITEBRIAR IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL SUITEBRIAR'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS ORDER, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER BASED ON ONE CLAIM OR MULTIPLE CLAIMS, EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER UNDER THIS ORDER IN THE SIX (6) MONTH PERIOD PRECEDING SUCH CLAIM OR ACTION. CUSTOMER IS SOLELY RESPONSIBLE FOR ITS COMPLIANCE WITH THE THIRD-PARTY TERMS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ORDER, IN NO EVENT SHALL SUITEBRIAR HAVE ANY LIABILITY IN CONNECTION WITH CUSTOMER'S USE OF THE PRODUCTS OR IN CONNECTION WITH THE THIRD-PARTY TERMS. SUITEBRIAR DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR THE ACTS OR OMISSIONS OF THE LICENSOR OF THE PRODUCTS (THE "**THIRD-PARTY LICENSOR**"), AND SUITEBRIAR WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR ANY AGREEMENT OR RELATIONSHIP BETWEEN CUSTOMER AND THE THIRD-PARTY LICENSOR.

**Termination.** Suitebriar may terminate this Order for cause in the event of any breach by Customer of this Order or the Third-Party Terms applicable to the Products selected by Customer under this Order (the "**Third-Party Terms**") unless Customer cures such breach within ten (10) days of notice of such breach.

**Governing Law.** This Order shall be governed exclusively by the internal laws of the State of Texas without regard to its conflicts of laws rules. Each party irrevocably consents to the exclusive jurisdiction of the federal and state courts of Texas in connection with any action arising under this Order and agrees that all such actions shall be exclusively commenced therein, and waives any right it may have to initiate, transfer or change the venue of any litigation brought against it by the other party.

**Entire Agreement.** This Order constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any

provision of this Order shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

*[Signature page(s) follow.]*

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Order effective as of the Effective Date:

**SUITEBRIAR, INC.**

**CUSTOMER**

By: Tina Mowen \_\_\_\_\_

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

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

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

Title: Customer Success, Director \_\_\_\_\_

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

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

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