



SAAS Subscription Order Form No. BC20131511 [Business]

This Subscription Order Form (“**Order Form**”) together with the SaaS Terms and Conditions (the “**Terms**”) and any and all schedules, exhibits, statements of work, appendices or other documents referenced by or attached to the Terms or this Order Form (collectively, the “**Agreement**”) is a binding contract between SilkRoad Technology, Inc. (“**SilkRoad**”) and the Customer identified below (the “**Customer**”) for the software-as-a-service offering(s) identified in this Order Form (each a “**Hosted Service**” and collectively, the “**Hosted Service**”). This Order Form and the Hosted Service are subject to the Terms, which are available at: http://www.silkroad.com/SiteGen/Uploads/Public/Skin_SRT/docs/SilkRoad-SaaS-Terms-and-Conditions-Revised-2-13.pdf and are incorporated herein by this reference. Customer acknowledges that it has reviewed the Terms prior to executing this Order Form. Capitalized terms not otherwise defined in this Order Form, will have the meanings given to them in the Terms.

General Information

Customer Name:	Brunswick County
Order Form Effective Date:	11/15/2013
Billing Contact:	Debbie Barnes
Billing Phone:	910-253-2013
Billing Street Address: City, State Zip Code	P.O. Box 249 Bolivia, NC 28422
Billing E-Mail:	dbarnes@brunSCO.net
Client Proj. Manager:	TBD
Phone:	TBD
E-Mail:	TBD
Time Zone:	ET
Sales Tax Exempt:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If yes, please attach exemption certificate)
Purchase Order #:	
Implementation Option:	Business
SilkRoad Sales Rep:	Chuck Stuart
Subscription Term:	3 Year(s) starting 30 days after Order Form Effective Date

A. HOSTED SERVICE

SilkRoad Life Suite[®] Social Talent Management Software Subscription and Usage

WingSpan[®] Performance Management Software Solution consists of the items indicated below:

WingSpan[®] subscription for the Initial Term noted above with the pricing and inclusions noted below. The subscription fees initially include the following annual User license quantities.

WingSpan One Time Setup & Training

Pricing: \$14,500 (SilkRoad will divide setup cost over three years)

- Complete Implementation Setup



- Training for up to 5 administrators
 - 6 hours web, delivered in (3) 2 hour sessions / 5 seats included in standard implementation
- SilkRoad technology will configure eight (8) form models on the customer's behalf
- Setup of Single Sign-on
- One (1) Single direction integration into WingSpan from SunGard

Annual Subscription Fees – WingSpan Performance Management

- Annual Licenses for up to 915 employees base on \$19.72 per employee per year fee. (Brunswick County to include Overflow / Employee Growth Protection of approximately 50-75 employees, no extra fee)
- Web Hosting of WingSpan Performance Management Solution
- Full access to complete functionality in WingSpan
 - Appraisal Module
 - Assessment Module
 - Development Planning Module
 - Goal Module
 - Succession Planning Module
 - Compensation Module
- Ongoing maintenance, upgrades and Administrator support via phone, email and web

WingSpan Notes:

1. Customer may purchase additional forms for a one-time fee of \$250 per form.
2. Customer may purchase additional WingSpan licenses for a fee of \$19.72 per employee per year.
3. Customer may purchase additional Standard Single Direction Integrations via web-services for a one-time fee of \$2,500 per integration.
4. Customer may purchase a dedicated Staging Environment Annually per Contract year at a rate of \$2500.00 annually

B. TOTAL FEES FOR THE INITIAL TERM

Fees for the Hosted Service and all implementation services will be payable by Customer in accordance with Section 5 of the Terms and invoiced as set forth herein.

SilkRoad Life Suite Totals:

	<i>Implementation Fees</i>	<i>Recurring Subscription Fees</i>	<i>Total</i>
1st Year	\$4,833	\$18,042	\$22,875
2nd Year	\$4,833	\$18,042	\$22,875
3rd Year	\$4,833	\$18,042	\$22,875

The pricing, discounts and inclusions shown in this Order Form are subject to revocation if a signed Order Form is not received by SilkRoad before close of business on November 15, 2013.

All amounts due hereunder are payable thirty (30) days from the date of the invoice and are exclusive of any applicable sales tax, use tax, customs, duties or VAT.

Fees for the implementation services will be invoiced upon the Order Form Effective Date and subscription fees for the Hosted Service will be invoiced annually in advance at the start of the annual subscription period unless specifically provided otherwise herein.



At the end of the Initial Term, the Term will be automatically extended thereafter for successive one-year renewal terms at SilkRoad’s then-current rates for each subscription unless either party provides written notice to the other party at least 30 days prior to the commencement of the applicable renewal term. SilkRoad shall provide Customer with current rates at least 60 days prior to the commencement of the applicable renewal term. **(Brunswick County to include statement in terms for “Non Appropriation of Funds Addendum”)**

C. IMPLEMENTATION AND MARKETING INFORMATION

1. Important Implementation Information: The implementation services for the Hosted Service identified on this Order Form will be performed in accordance with the option chosen above, either Essentials, Business or Custom. For Essentials, the Implementation Overview is available at: http://www.silkroad.com/SiteGen/Uploads/Public/Skin_SRT/docs/Essential-Life-Suite-Implementation-Overview-2-2013.pdf

For Business, the Implementation Overview is available at:

http://www.silkroad.com/SiteGen/Uploads/Public/Skin_SRT/docs/Business-LifeSuite-Implementation-Overview-2-2013.pdf . The Implementation Overview describes the scope of the services to be provided as well as the roles and responsibilities of the parties in connection with the implementation of the Hosted Service. For Custom, the parties shall enter into a separate Statement of Work detailing the implementation services. Should additional services be requested or required by Customer, such additional services must be documented in this Order Form or in a separate contract.

2. Important Marketing Information: SilkRoad values your commitment to us as a customer and would like to join with you to promote our partnership. If you would be willing to agree to any of the below items, SilkRoad would always obtain your prior review and approval as well as offer you a courtesy discount to be reflected in the prices in this Order Form.

Please select all that apply:

- Use of company name and logo in a press release and on our website announcing your subscription to our Hosted Service within thirty (30) days of the Order Form Effective Date.
- Commitment to twelve (12) reference calls per year (1 per month) starting thirty (30) days after completion of implementation.
- Participation in a case study commencing within sixty (60) days after completion of implementation.

IN WITNESS WHEREOF, the parties have executed this Order Form as of the Order Form Effective Date:

SilkRoad Technology, Inc.

Customer: Brunswick County

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

Date _____

Signature _____

Signature _____