



**FULCRUM ORDER AND SOFTWARE AS A SERVICE AGREEMENT**

Exhibit B  
Order Form

This Order Number \_ is dated as of \_\_\_\_\_, 202\_ (the "Order Effective Date") and is entered by and between Spatial Networks, Inc., a Delaware corporation ("SNI") and the customer identified below ("Customer").

Order

This Order is subject to the Terms that were attached to the Initial Order. Capitalized terms not defined in this Order have the respective meanings set forth in the Terms.

**Party Information**

Spatial Networks, Inc. 360 Central Ave Ste 200 Saint Petersburg FL 33701-3892 USA <a href="mailto:billing@fulcrumapp.com">billing@fulcrumapp.com</a>	Customer Name: Customer Address:  E-mail address: Entity type/jurisdiction:
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**Contact Information**

SNI Contact:		Customer Contact:	
Contact Name:		Contact Name:	
Contact Title:		Contact Title:	
Contact Email:		Contact Email:	
Contact Phone:		Contact Phone:	

**Term**

Duration of Order Term:	months
Duration of Renewal Order Term:	months

**Products**

PRODUCT CODE	PRODUCT NAME	QTY	UNIT PRICE	SUBSCRIPTION FEES	BILLING CYCLE (ANNUAL QUARTERLY, ETC.)	COMMITMENT PERIOD

Customer paying Fees by credit card:



## FULCRUM ORDER AND SOFTWARE AS A SERVICE AGREEMENT

### Business Terms

**Fulcrum Subscription:** SNI shall make the applicable Products available to Customer during the Order Term, in accordance with the Terms. Customer may request an increase to the number of User licenses for any Product by providing notice to SNI, and SNI will invoice Customer for additional User licenses pro-rated for the remainder of the billing cycle.

**Order Term:** This Order is effective during the Order Term. The “Order Term” means the Order Term and any Renewal Order Term, collectively. The “Order Term” commences on the Order Effective Date set forth above and ends on the date that is the number of months set forth as the Duration of Order Term after the Order Effective Date. Thereafter, this Order automatically renews for successive periods, each equal in length to the Duration of Renewal Order Term set forth above, unless either Party provides notice of non-renewal at least thirty (30) days before the then-current expiration of the Order Term.

**Fees:** SNI may invoice Customer for Subscription Fees for each Product set forth above at the billing cycle set forth above. SNI may invoice Customer for Fees for a Block of Professional Services after Customer has requested such Block, and SNI may invoice Customer for Fees for Professional Services otherwise at the end of each calendar month. Except in the case of a Block, Fees for Professional Services are calculated based on SNI’s then-current hourly rate and the number of hours of Professional Services provided by SNI to Customer. Fees do not include taxes.

If Customer is paying by credit card, SNI may charge Customer’s credit card at any time on or after the first day of each billing cycle. If Customer is not paying by credit card, Customer shall pay to SNI an amount equal to the Fees set forth in each invoice within thirty (30) days following the date of each invoice. Fees are non-refundable. SNI may suspend Customer’s access to Fulcrum, or any Product, in the event that Customer does not pay to SNI the full amount of any invoice when due. SNI may increase the Fees for any Renewal Order Term by providing notice to Customer at least sixty (60) days before the first day of such Renewal Term.

**Irrevocable Order:** The order for Fulcrum, including the Products, set forth in this Order is irrevocable in all respects, subject only to termination pursuant to the Terms. By executing this Initial Order, Customer agrees to pay Subscription Fees for the Initial Order Term. In the event that Customer fails to pay any Fees when due, SNI may suspend the provision of Services until Customer has paid all past-due Fees.

This Order is hereby accepted and agreed to by duly authorized representatives of SNI and Customer, effective as of the Order Effective Date.

**CUSTOMER:**

\_\_\_\_\_

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

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

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

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

**SNI:**

SPATIAL NETWORKS, INC.

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

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

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

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