

Upland Software, Inc.
 900 South Capital of Texas Highway
 Las Cimas IV, Suite 300
 Austin, Texas 78746
 United States
 Phone:855-944-PLAN (7526)
www.uplandsoftware.com

Quote Number: Q-397700-3
Quote Date: 12/17/2025
Quote Expires On: 6/30/2026
Proposed By: Paul Cinquegrana
Email: pcinquegrana@uplandsoftware.com

Customer and Billing Details

Customer: Murfreesboro City School District
Customer Number: C-21044
Ship To: Murfreesboro City School District
 2552 S Church St.
 Murfreesboro , TN , 37127
 United States
Bill To: Murfreesboro City School District
 2552 S Church Street
 Murfreesboro , TN , 37127-7135
 United States
Primary Contact: April Zavisa
Primary Phone: (615) 893-2313
Billing Currency: USD

Purchase Details

Start Date: 7/1/2026 **End Date:** 6/30/2027 **Product Billing Frequency:** Annual
Payment Terms: Due on Receipt

License and Product Details

Description	Billing Frequency	Quantity Unit of Measure	Net Unit Price	Term (Months)	Extended Price for Full Term
FileBound: FileBound Capture Subscription - included with subscription	Annual	10 Each	\$ 0.00	12.00	\$ 0.00
FileBound: Importer Pro Subscription - included with subscription	Annual	1 Each	\$ 0.00	12.00	\$ 0.00
FileBound: Other Maintenance	Annual	1 Unit per Year	\$ 22,759.83	12.00	\$ 22,759.83
FileBound: Setup, Cloud Site Setup - 1,000,000 Enterprise	Annual	1 Unit per Month	\$ 696.09	12.00	\$ 8,353.05
Upland PSP (Plus)	Annual	1 Unit per Year	\$ 6,120.35	12.00	\$ 6,120.35
Upland PSP Health Check	Annual	6 Hours	\$ 0.00	12.00	\$ 0.00
FileBound: Importer Pro - Subscription	Annual	1 Unit per Month	\$ 263.42	12.00	\$ 3,161.09
Total:					\$ 40,394.32

Quote Total Amount

Total:	USD 40,394.32
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Terms and Conditions

- 1. Binding Effect.** Customer and Upland are entering into this sales order or quote ("Sales Order") subject to the terms of the Master Services Agreement ("MSA") currently in effect between the parties as of the date this Sales Order is signed (this Sales Order together with the MSA, the "Agreement"). In the event there is no MSA currently in effect, then the applicable terms and conditions of the Master Services Agreement hosted at <http://www.uplandsoftware.com/terms-of-service.pdf> shall control. Capitalized terms not defined in this Sales Order have the meaning ascribed to them elsewhere in the Agreement.
- 2. Non-Waiver.** For record-keeping purposes and the convenience of its Customers, in advance of the expiry of this Sales Order Upland may provide Customer with an updated Sales Order detailing the Services to be supplied by Upland upon renewal. For the avoidance of doubt, the parties acknowledge and agree that Upland's provision of such an updated Sales Order shall not constitute Upland's notice of (i) its intention not to renew the Agreement, or (ii) its intention to terminate the Agreement.
- 3. Fees.** Customer agrees to pay any and all fees provided herein. Prices quoted are exclusive of any applicable taxes. All subscription fees hereunder shall be invoiced in advance and are due and payable in accordance with the Payment Terms set forth above. Customer acknowledges that fees for renewal periods shall be invoiced in advance and are due on or before the start date of such renewal period.
- 4. Professional Services Fees.** Fees prepaid for Professional Services become non-refundable and are earned upon the earlier of: (i) the date the Professional Services are delivered (on a *pro-rata*, ongoing basis); or (ii) one year from the date of the applicable invoice. Any Professional Services purchased but not yet delivered as of the End Date set forth above shall be deemed to have expired effective as of the End Date. If no End Date is set forth, then such Professional Services shall expire one year after the signature date of this Sales Order Form. Additional specifics governing expiration may be outlined in the accompanying Statement of Work, if available. In the event of any conflict between the terms of this Sales Order Form and any accompanying Statement of Work, the terms of the Statement of Work shall control and prevail, and the terms of this Sales Order shall be of no effect.

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BY AFFIXING THE SIGNATURE OF THE AUTHORIZED REPRESENTATIVE OF THE CUSTOMER TO THIS QUOTE, BY HAND OR ELECTRONICALLY, CUSTOMER IS AGREEING TO BE BOUND BY THE TERMS OF THE AGREEMENT

Name (Print): _____ Date: _____

Title: _____ Signature: _____

Customer: Murfreesboro City School District

If a Purchase Order is required for the purchase or payment of the items on this Sales Order, please complete the following:

PO Number:

PO Amount:

Upland Signature

Name (Print): _____ Date: _____

Title: _____ Signature: _____

THANK YOU FOR YOUR BUSINESS!

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Please verify and initial the following customer information and indicate what needs to be changed, if needed.

Customer Checklist			
Checklist Item	Response		If there are changes, please provide details below.
Does your company require a PO# on invoices? If yes, please provide PO# in the space by signature block.	Yes cb1_one\ No cb1_one\ 	Initial ln1_two\ 	txtSp1_one\
Are the company name and billing address correct?	Yes cb1_two\ No cb1_two\ 	Initial ln1_two\ 	txt1_two\
Does your company need Upland to fill out a supplier form to properly set Upland up as a vendor? This includes setting up supplier portals.	Yes cb1_three\ No cb1_three\ 	Initial ln1_two\ 	txt1_three\
Is your company a tax-exempt entity? If Yes, please provide the associated tax certificate.	Yes cb1_four\ No cb1_four\ 	Initial ln1_two\ 	txt1_four\