

Bloomreach Sales Order Q-01576

Effective Date:	Date of last signature		
Customer Information:		Bloomreach Information:	
Customer:	City of Bratislava	Bloomreach Account Executive:	Jana Garajová [REDACTED]
Customer Ship To:	Primaciálne nám. 1, Bratislava ,Bratislavsky kraj, 814 99, Slovakia	Bloomreach:	Bloomreach B.V. Fred. Roeskestraat 109, 1076 EE Amsterdam, Netherlands
Customer Bill To:	Primaciálne nám. 1, Bratislava ,Bratislavsky kraj, 814 99, Slovakia		
Primary Contact:	Lukas Polesnak [REDACTED]		
Billing Contact:	Lukas Polesnak [REDACTED]	Bloomreach AR Contact:	billing@bloomreach.com
Purchasing Contact:	Lukas Polesnak [REDACTED]	Payment Terms:	Net 30
PO #:	-		
VAT #:	2020372596		

**Purchase Order.** If Customer requires Customer’s internal purchase order number (“PO Number”) to be referenced on Bloomreach invoices, then Customer will provide a PO Number to Bloomreach on or shortly after the Effective Date. Customer will not unreasonably withhold a PO Number, if required, and notwithstanding the foregoing, Customer shall pay all Fees in accordance with this Sales Order.

Sales Order Term
Commencement Date: Oct 1, 2024 End Date: Sep 30, 2025 together with the Commencement Date, the (“Sales Order Term”)

Summary of Subscription Fees					
	Platform	Capacity	Communications	Services	Subtotal
Year 1	€2,544.75	€4,330.25	€0.00	€0.00	€6,875.00
Total Subscription Fees	€2,544.75	€4,330.25	€0.00	€0.00	€6,875.00

Total One Time Fees	€0.00
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SIGNATURES

The terms and conditions included or referenced herein are hereby incorporated into this Sales Order. By signing below, I agree that I am authorized to enter into this Sales Order and this Sales Order shall be governed by the Master Subscription Agreement located at <https://www.bloomreach.com/en/about/msa> ("MSA"), (collectively, the "Agreement"). Each party agrees that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Sales Order, the terms of this Sales Order will prevail. This Sales Order may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

**City of Bratislava**

**Bloomreach B.V.**

Signer Name                      Lukas Polesnak

Signer Name                      Tjeerd Brenninkmeijer

Signer Title                      Chief Digital Officer (CDO)

Signer Title                      Vice President Marketing

Signature Date                      October 9, 2024

Signature Date                      October 8, 2024

Signature Below:                      

Signature Below:                      

**Bloomreach Products and Services (“Bloomreach Services”)**

The Bloomreach products and services (“Bloomreach Services”) offered by Bloomreach to Customer along with any additional descriptions of services and Fees are identified below.

**Subscription Fee Table****Platform**

Year	Product Code	Product	Start Date	End Date	Unit of Measure	Qty	Unit Price	Net Total
Year 1		Infrastructure-Instance <i>Instance Type: Shared (Multitenant);</i>	10/1/2024	9/30/2025	instance	1.00		Included in Summary Platform Fees
Year 1		Data Engine-Customer Data Engine	10/1/2024	9/30/2025	access	1.00		Included in Summary Platform Fees
Year 1		Core Application-Email Marketing	10/1/2024	9/30/2025	access	1.00		Included in Summary Platform Fees
Year 1		Support-Engagement Support <i>Support Level: Standard;</i>	10/1/2024	9/30/2025	access	1.00		Included in Summary Platform Fees

**Capacity**

Year	Product Code	Product	Start Date	End Date	Unit of Measure	Qty	Unit Price	Net Total
Year 1		Capacity-Maximum Events Storage-Committed Usage	10/1/2024	9/30/2025	Million MES	5.00	€60.67	€303.35
Year 1		Processed Events-Standard-Committed Usage	10/1/2024	9/30/2025	Million PE	60.00	€67.12	€4,026.90

**Overage Fee Table**

Year	Product Code	Product	Start Date	End Date	Unit of measure	Usage Pricing
Year 1		Capacity-Maximum Event Storage Overage	10/1/2024	9/30/2025	Million MES	€91.01
Year 1		Processed Events-Standard-Overage	10/1/2024	9/30/2025	Million PE	€100.68

**Domains**

The following Domains are included in Customer’s Subscription Fee. Any changes to Domains must be agreed by the parties in writing.

Engagement	
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Discovery	
Content	

## TERMS AND CONDITIONS

- 1. Billing Frequency.**
  - a. Subscription Fees, including Subscription Professional Services: Annual in advance up to 15 days prior to the Commencement Date
  - b. Overages, PayGo: Monthly in arrears based on actual use
  - c. One Time Fees, including One Time Professional Services: Upon execution of the Sales Order
  - d. Consulting Services (Time & Materials): Monthly in arrears
- 2. Renewal Term.** The Sales Order Term shall renew for successive 12-month periods (each, a “Renewal Term”) upon mutual written agreement. Customer shall pay the Fees as specified in the Sales Order.
- 3. Product Appendices.** Incorporated by reference to this Sales Order, the Bloomreach Services are governed by their applicable Product Appendix, located here: <https://www.bloomreach.com/en/about/product-appendices>.
- 4. Support.** Bloomreach will provide support for Bloomreach Services in accordance with the following link:  
<https://www.bloomreach.com/en/legal/sla-library>.
- 5. Signed Writing.** No supplement, modification or amendment of this Sales Order shall be binding unless in a written agreement signed by a duly authorized representative of each party.
- 6. Termination.** Notwithstanding any other agreement of the parties, this Sales Order shall not be terminable prior to the end of the Sales Order Term set forth herein other than for cause.
- 7. Professional Services.**
  - a. **One Time Professional Services (Implementation, Academy, Consulting, Fixed Fee, Bucket of Hours).** Professional Services include technical and business consulting services which may be set forth in a Services Schedule or Statement of Work and shall expire if not used by the End Date set forth in the One Time Fees table for each respective product (the “Services Expiration Date”) and cannot be rolled over. For any resources used beyond the Services Expiration Date or the contracted hours identified in the applicable table above, Bloomreach shall invoice, and Customer shall pay a Time & Material Rate of 250.00 per hour (based on contracted currency) or mutually agreed rate.
  - b. **Subscription Professional Services.** Growth Accelerator Package provides Customer with a fixed number of hours allocated equally across each quarter during the Sales Order Term (each a “Quarterly Allowance”). For non annual periods, the quantity of hours shall be divided into quarterly periods or a fraction thereof. The fractional period (for example, 2 months) will be the first period. Any unused hours in the Quarterly Allowance will expire at the end of the then-current quarter and cannot be carried over into the next quarter. If Customer exceeds the Quarterly Allowance within the quarter, Bloomreach shall invoice, and Customer shall pay for the excess hours at a Time & Materials rate of 250.00 per hour (based on contracted currency) or mutually agreed rate unless or until Customer purchases additional hours via a new Sales Order entered into between the parties.
- 8. Usage Terms.**
  - a. **Committed Usage Quantity.** Products identified in the tables above containing the word “Committed Usage” (the “Committed Products”) are products in which Customer prepays for the fixed number of usage units during the applicable term as identified in the Quantity column (the “Committed Quantity”). The Committed Quantity is reset on each annual anniversary of the Commencement Date and cannot be rolled over.
  - b. **Overage.** If Customer exceeds the Committed Quantity, Bloomreach shall invoice for the excess Committed Quantity, and Customer shall pay the applicable Overage Fees set forth in the Overage Fee Table unless or until Customer and Bloomreach agree to purchase additional Committed Quantity for the applicable term.
  - c. **Pay As You Go.** Certain Bloomreach Services (SMS, MMS, Email, WhatsApp) are available on a Pay As You Go basis (PayGo) at the fees set forth in the Pay Go Fees Table rather than purchasing a Committed Quantity.
  - d. **North America SMS/MMS CPT fees.** Customers who send SMS or MMS messages to United States mobile numbers or SMS messages to Canada mobile numbers, will be subject to a Carrier Pass Through (CPT) fee in addition to the standard sending fees (whether purchased as Committed Quantity or PayGo), and will be invoiced monthly in arrears subject to actual

messages sent. For estimation purposes only, US CPT fees average around \$2.50 per thousand messages sent, and Canada CPT fees average around \$3.50 per thousand messages sent. Actual CPT fees will vary and are subject to change per rates charged by individual cellular carriers.

- e. **SMS unit pricing outside North America.** SMS unit prices in certain countries may be subject to variable changes during the term. As such, should SMS unit prices increase, Bloomreach will be entitled to increase Customer's SMS unit price subject to the proportional increase Bloomreach receives, and by providing Customer 30 days advance written notice. Bloomreach will invoice Customer a prorated adjustment based on the unused SMS Committed Quantity for the remainder of the term.
- f. **Communication Services.** Customer may only utilize Communication Services in accordance with the terms of this Sales Order, including sending communications only to countries identified herein. If Bloomreach Services are utilized to send communications to countries not identified in the Engagement Subscription table, Bloomreach shall invoice at the higher of the country Paygo rate or the damages Bloomreach suffers, and Customer shall be responsible for any additional fees associated with the use of Bloomreach Services.
- g. **Discovery API Calls.** API Call Committed Products exclude Autosuggest, Thematic Pages, and SEO Widget API endpoints. Additional information relevant to API Calls are located in Bloomreach Documentation here:  
<https://documentation.bloomreach.com/discovery/reference/introduction>.
- h. **Content PaaS/Self Hosted.**
  - i. When a Customer has a Experience Manager PaaS license, at least 30 days prior to each anniversary of the Commencement Date (the "Measurement Date"), Bloomreach shall notify Customer of the Average Monthly Site Pageviews for the previous 12 months (or such shorter applicable period or, when Customer has an Experience Manager Self Hosted license, Customer shall provide Bloomreach with such report of their Average Monthly Site Pageviews for the previous 12 months (or such shorter applicable period).
  - ii. If, at a Measurement Date, Customer's Average Monthly Site Pageviews exceed the licensed quantity (or as previously adjusted), the annual Subscription Fee will increase based on calculation as follows: Total Subscription Fees divided by Average Monthly Site Pageviews, multiplied by 1,000,000, multiplied by the exceeding quantity of Average Monthly Site Pageviews ("Site Pageview Calculation"). Such additional fees shall be reflected in any invoices issued for periods after the applicable Measurement Date.
  - iii. In the event Customer's Average Monthly Site Pageviews materially exceeds the licensed quantity (or as previously adjusted) during the annual period before the next Measurement Date, Bloomreach will notify Customer of such material non-compliance and invoice the additional Subscription Fee which shall be calculated pursuant to the Site Pageview Calculation above.
  - iv. Should Customer request an increase to the number of Domains, the annual Subscription Fee shall increase by 5,250 per year, or a mutually agreed rate (based on contracted currency) for each additional Domain.



Certificate Of Completion

Envelope Id: 93DB5A7D7FF44C1189B3E33C00C15B7A  
Subject: Documents for your DocuSign Signature  
Source Envelope:  
Document Pages: 6  
Certificate Pages: 5  
AutoNav: Enabled  
Envelope Stamping: Enabled  
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed  
  
  
Envelope Originator:  
Jana Garajová  
82 Pioneer Way  
Mountain View, CA 94041

Record Tracking

Status: Original  
10/8/2024 12:33:23 AM

Holder: Jana Garajová

Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Lukas Polesnak Security Level: Email, Account Authentication (None)	Signed by: Signature Adoption: Pre-selected Style	Sent: 10/8/2024 12:34:32 AM Resent: 10/9/2024 12:01:14 AM Viewed: 10/9/2024 12:06:52 AM Signed: 10/9/2024 12:07:04 AM

Electronic Record and Signature Disclosure:  
Accepted: 10/9/2024 12:06:52 AM

Tjeerd Brenninkmeijer tjeerd.brenninkmeijer@bloomreach.com EVP EMEA Bloomreach Security Level: Email, Account Authentication (None)	DocuSigned by: Signature Adoption: Drawn on Device	Sent: 10/8/2024 12:34:33 AM Viewed: 10/8/2024 12:35:00 AM Signed: 10/8/2024 12:35:04 AM
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Electronic Record and Signature Disclosure:  
Accepted: 10/8/2024 12:35:00 AM

In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Carbon Copy Events

Jana Garajová Associate Account Manager Bloomreach, B.V Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/8/2024 12:34:33 AM Resent: 10/9/2024 12:07:08 AM Viewed: 10/8/2024 12:34:55 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/8/2024 12:34:34 AM
Certified Delivered	Security Checked	10/8/2024 12:35:00 AM
Signing Complete	Security Checked	10/8/2024 12:35:04 AM
Completed	Security Checked	10/9/2024 12:07:04 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **CONSUMER DISCLOSURE**

From time to time, BloomReach, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact BloomReach, Inc.:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [cindy@bloomreach.com](mailto:cindy@bloomreach.com)

**To advise BloomReach, Inc. of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [cindy@bloomreach.com](mailto:cindy@bloomreach.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [cindy@bloomreach.com](mailto:cindy@bloomreach.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with BloomReach, Inc.**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [cindy@bloomreach.com](mailto:cindy@bloomreach.com) and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

By checking the "I Agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify BloomReach, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by BloomReach, Inc. during the course of my relationship with you.