



ORDER FORM

Order Form No. 1	Order Form Offer Expiration [May 30, 2024]	Initial Term 36 months
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Prepared by Heath Judeh	Email hjudeh@deposco.com	Phone 678.763.5619
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Billed to:

Company Name Robinson Sports Inc.		
Address 311 Manatee Avenue West		
City Bradenton	State FL	Zip Code 34205
Contact Name Matthew Sibley	Email matt.sibley@fit2run.com	Phone 727.688.4295
Invoicing Contact Name Matthew Sibley	Email matt.sibley@fit2run.com	Phone 727.688.4295

Payment Terms: 30	Currency: <input checked="" type="radio"/> USD (\$) <input type="radio"/> EUR (€) <input type="radio"/> GBP (£)
Payment Schedule: (i) Subscription Fees Annual	(ii) Professional Services Retainer due upon execution; monthly on a time and materials basis thereafter

Deposco Software:

License Type	Total Subscription Fees	
Deposco Software Solution Bundle	Annual Total	\$415,000
	Initial Term Total	\$1,245,000



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Included in Deposco Software Solution Bundle:

☒ Bright Warehouse

Included in License <input checked="" type="checkbox"/> Carton Optimization <input type="checkbox"/> 3PL Billing <input checked="" type="checkbox"/> Rate Shopping	Users <input type="radio"/> Unlimited
Facilities # of Facilities included: <input type="text" value="1"/> Facility Location(s): <input type="text" value="Bradenton, Florida"/>	
Additional Information <div style="background-color: #f0f0f0; height: 100px;"></div>	

☒ Bright Order

Included in License <input type="checkbox"/> Purchase Experience <input checked="" type="checkbox"/> Distributed Order Mgmt <input checked="" type="checkbox"/> Enterprise Inventory <input type="checkbox"/> Order Consolidation <input type="checkbox"/> Inventory Segmentation	Facilities # of Virtual Facilities included: <input type="text"/>
Additional Information <div style="background-color: #f0f0f0; height: 100px;"></div>	

☒ Bright Socket

Included in License Standard <input type="text" value="7"/> Select <input type="text" value="1"/> Advanced <input type="text"/>		
Additional Information Standard: UPS, Stamps.com (USPS), Fedex, Shopify, Shopify POS, Amazon Seller Central, Amazon FBA Select: Netsuite		



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☒ **Bright Performance**

Included in License

- ☐ Data Archive
- ☐ Additional Report Schedulers
(20 reports per purchase)

Additional Information

☒ **Bright Store**

Included in License

- ☒ Storefronts
- 43

Additional Information

Up to 43 Storefronts

Additional storefronts - Company may purchase additional storefronts for \$2,000 per store (per year) for the duration of the Initial Term.

☐ **Supply Chain Planning**

☐ **Bright Source**

- ☐ Enterprise PO Mgmt
- ☐ Supplier Collaboration

☐ **Bright Forecast**

- ☐ Standard
- ☐ Causal Data

☐ **Bright Inventory**

- ☐ Standard

Additional Information

Company shall have the option to purchase the Supply Chain Planning - Bright Forecast (Standard) Deposco Software license for \$87,000.00 per year



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☒ **Bright Cloud**

Included in License						
Production Environment	1	Sandbox Environment	1	Solution Tier	2	<input checked="" type="checkbox"/> Disaster Recovery Service
Additional Information						

☐ **Bright Certification**

Included in License					
Bright Performance	users	Bright Warehouse	users	Bright Order	users
Additional Information					



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Deposco Support Offering:

Included in License	Additional Information
Level 1 - Included at no cost	Level 2 - Additional \$2,000/month Level 3 - Additional \$3,000/month

Deposco Professional Services:

Professional Service Hourly Rates		Estimated Professional Service Fees for Initial Implementation	
Initial Hourly Rate:	\$175	Retainer Due at Execution:	\$35,962.50
Post-Implementation & Out-of-Scope Hourly Rate:	\$225	Estimated Implementation Services*:	\$239,750

**This amount is only an estimate of the Professional Service hours needed and does not include travel expenses, which will be invoiced pursuant to the T&Cs. Once the Estimated Implementation Services amount has been fully billed, the post-implementation hourly rate will apply. Any out-of-scope work or additional SOW(s) agreed upon by the Parties will be subject to the Post-Implementation and Out-of-Scope Hourly Rate, even if such additional Professional Services are agreed upon during the initial Implementation Services.*

Special Terms

- Exhibit 1, which is attached hereto, applies to this Order Form and is incorporated herein by reference.

TERMS AND CONDITIONS

- This Order Form is effective as of **May 30, 2024** (“**Effective Date**”) by and between Deposco, Inc., (“**Deposco**”) and **Company**. This Order Form is subject to the [Deposco Master Terms and Conditions](#) (“**T&Cs**”), which are incorporated herein by reference. Capitalized terms used but not defined herein shall have the meanings set forth in the T&Cs.
- The pricing and any Special Terms listed in this Order Form are Deposco Confidential Information.
- This Order Form’s terms, including the T&Cs, supersede any previous agreement(s) between the Parties as it relates to the purchase of Deposco Services.

IN WITNESS HEREOF, the Parties hereto have executed this Order Form and agree the Order Form is effective as of the Effective Date. Each Party’s signature represents each Party’s acceptance of their respective rights and obligations in the T&Cs.

Deposco, Inc.

DocuSigned by:
Bill Gibson
E47E7ED5F08E4BE...

By
Bill Gibson

Name
CEO

Title
5/30/2024

Date

Robinson Sports Inc.

DocuSigned by:
Matthew Sibley
30617ED14B354C1...

By
Matthew Sibley

Name
CFO

Title
5/30/2024

Date



Deposco, Inc.
11605 Haynes Bridge Road, Suite 200
Alpharetta, GA 30009
+1.877.770.1110

EXHIBT 1

1. Notwithstanding anything to the contrary in the Agreement, this Order Form shall be invoiced as shown in this Section 1.

- Amount Due on signing of Order Form: **\$87,837.50** (1/8th of the annual Deposco Software Subscription Fees (\$51,875.00) and the Professional Services Retainer (\$35,962.50).

The remaining Professional Services fees will be invoiced pursuant to the Agreement. For the Deposco Software Subscription Fees, the remaining amounts due will be payable to Deposco as shown below. For the avoidance of doubt, the below dates are when payment from Company is due (the 30-day net payment term shall not apply to the below dates).

- September 1, 2024: \$155,625.00;
- December 1, 2024: \$103,750.00;
- March 1, 2025: \$103,750.00;
- June 1, 2025: \$103,750.00;
- September 1, 2025: \$103,750.00;
- December 1, 2025: \$103,750.00;
- March 1, 2026: \$103,750.00;
- June 1, 2026: \$103,750.00;
- September 1, 2026: \$103,750.00;
- December 1, 2026: \$103,750.00; and
- March 1, 2027: \$103,750.00.

2. The Subscription Fees for the Deposco Software shall not increase by more than ten percent (10%) for Company's first Renewal Term after the Initial Term's expiration.