

Add-On Quote

Quote Prepared For:

Janessa Stephens, Systems Administrator
 Williamson County
 508 S. Rock Street
 Georgetown, TX, 78626
 512-943-1175

Date: 03/28/18

Quote Number: Q-00001166

**Valid Until:
04/30/18**

Quote Prepared By:

Brian Rennie, Client Success Executive
 Superior
 4000 OSSI Court
 High Point, NC 27265
 Phone: 336-878-1287 Fax: (407) 304-1272
brian.rennie@superion.com

Thank you for your interest in Superior and our software and services solutions. Please review the below quote and feel free to contact Brian Rennie with any questions.

**Professional Services
Installation & Configuration**

Product Name	Amount
ONESolution All Other Installation PS	\$1,400.00
Total	\$1,400.00

Development & Conversion

Product Name	Amount
ONESolution Public Safety & Justice Development	\$15,200.00
Total	\$15,200.00

Project Management

Product Name	Amount
ONESolution Public Safety & Justice Development	\$3,040.00
Total	\$3,040.00
Total Professional Services	\$19,640.00



Summary

Product/Service	Amount
Professional Services	\$19,640.00
Subtotal	<u><u>\$19,640.00</u></u>
Services Discounts	\$9,640.00
Total	<u><u>\$10,000.00</u></u>

See Product notes in the Additional Information Section

Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:

License, Project Planning, Project Management, Consulting, Technical Services, Conversion, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Custom Modifications, System Change Requests or SOW's for customization, and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by Superion in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

Superion Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which Superion is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time Superion receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by Superion will renew automatically at then-prevailing rates until such time Superion receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

Additional Terms:

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance/Support Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule or "Supplement" attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

Any software applications listed above which are solely owned by Superion are "Component Systems" under the provisions of the Contract and Agreement. Before signing this Quote, please contact your Account manager if you are not certain which software applications are owned by Superion

Any hardware or other third party products and services listed above, including third party software, are "Pay Agency Products" under the provisions of the Contract and Agreement.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Comments:

Superion will provide a new "Only act as this type for calls occurring in the following station territories" parameter. The ability to enter multiple station codes will be provided. Unit recommend recalculation service will also need to be modified. Development specifications will be provided for client acknowledgement. The unit recommendation coding is extremely complex and will require heavy QA and Development effort on Superion's part. SCR#992

- Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.
- Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
- Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
- Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

Right to Audit: Superion (aka, "Superion Data Systems Inc.) agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Superion which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Superion agrees that licensee shall have access during normal working hours to all necessary Superion facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. licensee shall give Superion reasonable advance notice of intended audits.

Janessa Stephens, Systems Administrator
Williamson County

Authorized Signature: _____

Printed Name: _____

Date: _____



Additional Information Section
Product Notes: