

Superion, a CentralSquare Company

Add-On Quote

Quote Prepared For:

Janessa Stephens, Public Safety Technology Manager
 Williamson County Sheriff's Office
 301 Se Inner Loop Rd, Suite 105
 Georgetown, TX, 78626
 512-943-1175

Date: 01/28/19

Quote Number: Q-00011492

**Valid Until:
04/18/19**

Quote Prepared By:

David Bateman, Account Executive - Install
 Superion
 1000 Business Center
 Lake Mary, FL 32746
 Phone: (407) 304-3470 Fax:
david.bateman@centralsquare.com

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

**Professional Services
 Technical Services**

Product Name	Amount
Enterprise All Other Technical Services PS	800.00
Total	800.00

Training

Product Name	Amount
ONESolution Computer-Aided Dispatch Training	5,760.00
Total	5,760.00

Project Management

Product Name	Amount
Enterprise All Other Project Management PS	1,600.00
Total	1,600.00
Total Professional Services	8,160.00

Travel & Living Expenses

Product Name	Amount
Public Safety Travel & Living Expenses Estimate	1,200.00
Total	1,200.00

Summary

Product/Service	Amount
Professional Services	8,160.00
Subtotal	8,160.00 USD
Total	8,160.00 USD
Travel & Living Estimate	1,200.00 USD
Total with Maintenance & Travel & Living Estimate	9,360.00 USD

See Product notes in the Additional Information Section

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

Do not pay from this form. Customer will be invoiced for the fees set forth after execution.

If applicable, annual Access, Subscription and/or Cloud/Hosting Fees will be invoiced annually after the initial term.

Maintenance Service and Support Fees (including third party products) are included with purchase for the initial term and will be invoiced annually after the initial term.

License, Start-up and Third Party software and/or hardware Fees are due at execution.

Training Fees and Travel Expenses are due as incurred. All other Professional Services will be Fixed Fee, due at execution.

Custom Modifications and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion.

Pricing for professional services provided under this quote is a good faith estimate based on the information available at the time of execution. The total amount may vary based on the actual number of hours of services required to complete the services. If required, additional services can be provided on a time and materials basis at CentralSquare's then-current hourly rates for the services at issue. 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.

Additional Terms:

This form constitutes a supplemental order and amendment to the existing Agreement (the "Agreement") by and between CentralSquare and Customer. Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately.

Travel expenses shall be governed by the CentralSquare Travel Policy.

Preprinted conditions and any terms stated on purchase orders or other documents submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by both parties.

If applicable, Third party hardware/software maintenance and any applicable warranty provisions will be provided by the third party manufacturer(s). The return and refund policy of each individual third party hardware/software supplier shall apply. In the event that a manufacturer changes any of these respective policies or prices, CentralSquare reserves the right to adjust this proposal to reflect those changes if they occur prior to execution.

Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery. Delivery is defined as either a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar electronic file transfer method, or (b) physical shipment, such as on a disc or other media transfer method. Physical shipment is on FOB- CentralSquare's shipping point, and electronic delivery is deemed effective at the time CentralSquare provides Customer with access to download the CentralSquare Solutions.

Comments:

- 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: CentralSquare Technologies (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, Public Safety Technology Manager
Williamson County Sheriff’s Office

Authorized Signature: _____

Printed Name: _____

Date: _____

Additional Information Section
Product Notes:

Superion Travel and living expenses are an estimate. Actual expenses will be charged per Superion's travel policy.
