



**SALES ORDER  
PURSUANT TO EXISTING AGREEMENT**

This Sales Order is intended as a binding Agreement between Williamson County, TX ("Client") and Superion, a CentralSquare Technologies company, as successor in interest to SunGard Public Sector Inc. ("Superion") and shall be effective as of the date of the last signature herein.

**Quote Number:** is attached to this Sales Order as Exhibit "A". The Quote contains a description of all products and services sold pursuant to this Sales Order. The Quote is hereby incorporated by reference as a term of this Sales Order.

**Payment Terms.**

**Services**

- 100% due upon completion

Payment due in full 30 days from date of invoice.

**Master Agreement.** This Sales Order shall be governed by the terms and conditions of the existing Agreement between the parties, more specifically described as: Software License and Services Agreement; Contract No. 100273 dated and signed March 30<sup>th</sup>, 2010, including addenda (the "Master Agreement"). ALL OTHER TERMS OR CONDITIONS OF THE MASTER AGREEMENT AND PREVIOUS AMENDMENTS THERETO REMAIN THE SAME.

**Purchase Order.** Customer may provide Superion with a valid purchase order, upon execution of this Sales Order. Notwithstanding anything to the contrary herein, purchase orders are to be used solely for Customer's accounting purposes and any terms and conditions contained therein shall be deemed null and void with respect to the parties' relationship and this Sales Order. Any such purchase order provided to Superion shall in no way relieve Customer of any obligation entered into pursuant to this Sales Order including, but not limited to, its obligation to pay Superion in a timely fashion.

**Acceptance of Order Terms.** By signing this Sales Order below, Customer represents and warrants that: (a) it has read and understands the Master Agreement and Quote that are incorporated by reference into this Sales Order and agrees to be bound by the terms thereof, and (b) it has full power and authority to accept this Sales Order.

Signature Page to Follow

4100

<b>Superior, LLC</b>	<b>Williamson County, TX</b>
1000 Business Center Dr. Lake Mary, FL 32746	301 SE Inner Loop Road, Suite 105 Georgetown, TX 78626
By: <i>Dan Maier</i>	By:
Print Name: Dan Maier	Print Name:
Print Title: CRO	Print Title:
Date Signed: 12/8/2021	Date Signed:

**Exhibit A**  
(Attached)



# CENTRAL SQUARE

**Quote prepared on:**

December 03, 2021

**Quote prepared by:**

Lindsey Bjerke

[lindsey.bjerke@centralsquare.com](mailto:lindsey.bjerke@centralsquare.com)

**Quote #:**

**Primary Quoted Solution:** ONESolution PS

**Quote expires on:** September 30, 2022

**Quote prepared for:**

Janessa Stephens

Williamson County Sheriff's Office

301 SE Inner Loop Road, Suite 105

Georgetown, TX 78626

(512) 943-1300

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at [www.centralsquare.com](http://www.centralsquare.com).

## WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
Public Safety Project Management Services - Fixed Fee	5,850.00
Public Safety Technical Services - Fixed Fee	22,620.00
Public Safety Travel & Living Expenses Estimate	2,000.00
<b>Services Total</b>	<b>30,470.00 USD</b>

## QUOTE SUMMARY

**Services Subtotal** 30,470.00 USD

**Quote Total** 30,470.00 USD

## WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00

**MORE INFORMATION AT [CENTRALSQUARE.COM](http://CENTRALSQUARE.COM)**



**Quote prepared on:**

December 03, 2021

**Quote prepared by:**

Lindsey Bjerke

[lindsey.bjerke@centralsquare.com](mailto:lindsey.bjerke@centralsquare.com)

---

FIRST YEAR SUBSCRIPTION TOTAL

0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

## **BILLING INFORMATION**

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

**MORE INFORMATION AT [CENTRALSQUARE.COM](http://CENTRALSQUARE.COM)**



Quote prepared on:

December 03, 2021

Quote prepared by:

Lindsey Bjerke

[lindsey.bjerke@centralsquare.com](mailto:lindsey.bjerke@centralsquare.com)

**SPECIAL TERMS/PRODUCT NOTES:**

- **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, Customer 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.

**PURCHASE ORDER INFORMATION**

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [ ] No [ ]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of

such, are void and will have no legal effect.

PO Number:

\_\_\_\_\_

Initials:

\_\_\_\_\_



## Summary of Services

---

Project: Williamson County Sheriff, TX, ONESolution and Tellus Rehost.

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not a detailed requirements or design of solution.

### Project Scheduling

Parties agree a schedule will be provided for services within sixty (60) days from the execution of the above quote number.

### Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

### Services Scope of Project

The project includes the following scope of services.

CentralSquare Technologies Professional Services proposes the following Technical Services related to the implementation of ONESolution Public Safety and Justice products outlined herein. Services include analysis, planning, business hours delivery and follow-up documentation for the component systems. Hardware, software licensing and installation and configuration of hardware shall be provided by the client or another third party vendor and should satisfy the recommendations defined in the hardware specifications for Central Square applications.

Read this document carefully to confirm the work activities listed here are comprehensive, inclusive, and accurate for your project. Report discrepancies or questions to your Central Square account executive for revisions to this document and any associated quote for professional services.

The goal of Central Square is to minimize downtime for production systems. Estimates of downtime listed in this document are determined using typical averages and will vary based on customer environment and technologies available. Actual downtime may be significantly less or more than the estimates provided herein but will always be as short as possible for production systems. Please work with your assigned Technical Engineer from Central Square to address specific application priorities for your organization.

Central Square makes every effort to provide concise and complete and helpful information regarding the steps required for each migration and for third-party software and devices used with Central Square software solutions. This document may contain information regarding steps or actions that are covered in the scope of a typical migration, but which may not apply to your specific situation. You may also find information regarding compatibility and upgrade requirements for third party software and/or hardware products used with our solutions. If these conditions apply to your environment, please pay special attention to these statements. We are happy to provide this information as a courtesy and work to provide the most up-to-date information available to us at the time but cannot accept responsibility for third party product compatibility.



The following Servers will be rehosted from their current Operating Systems and SQL Server Versions to the latest supported Operating Systems and SQL Server versions for the products.

**Note:** In some cases, SQL Server versions must match between certain server groups – example of these being SQL Replication partners, SQL Server versions per product across installed instances (i.e., Production and Test must match for refresh purposes), SQL Server versions for integrated products within a product line, SQL Cluster nodes:

#### Detailed Outline

The technical services will include the following:

Rehost the Following Servers to the latest supported Operating Systems and RDBMS versions:

#### **ONESolution**

PS-CAD (CAD Application Server)  
PS-RMS (RMS Application Server)  
PS-MSG (Message Switch)  
PSUTILITY (Services Workstation -> Utility Server); Server OS Recommended  
PSOPSCENTER (OpCenter)  
PS-FTO (FTO)

#### **Tellus**

CADFUSION (Tellus CAD Hub)  
NEW (Tellus CAD hub Load balanced second node)  
FBDB1 (Tellus DB Node 1)  
FBDB1 (Tellus DB Node 2)  
FBDB1 (Tellus DB Node 3)  
PSTP-FATPOT (TX-DOT Relay Server)

- Server Preparation – Third party vendors shall provide necessary hardware and software, including installation and configuration of such components prior to the scheduled date of delivery. The hardware environment must meet the specifications and services proposal data stated herein or incorporated by reference. The configuration shall present virtual machines running the Windows 2016 or later Operating System for installation, configuration of Central Square software solutions.
- Preparation/Follow-up
  - Preparation
    - Validation of existing client services and systems in place
    - Review and document current configuration for relevant systems
    - Create execution plan.
    - Verification of valid domain credentials, access & functionality
  - Follow up.
    - Review any unresolved issues.
    - Update CentralSquare documentation
- CAD Migration
  - Preparation
    - Data cleanup– identify and remove old software versions, unused temporary files, old backups, etc.
    - Configuration review



- Documentation of configuration changes needed.
  - Migration
    - Estimated outage = ~4-8 hours
    - Copy production file share data to new production server.
    - Copy training file share data to new training server.
    - Export/Import share permissions
    - Export/Import user permissions
    - Execute required configuration changes for production.
    - Update configurations for training environment on separate servers
    - Validate application functionality.
  - Post Migration
    - Troubleshooting any remaining issues
    - Documentation of changes in infrastructure for client records and support
- \* RMS Migration
- Preparation
    - Data cleanup— identify and remove old software versions, unused temporary files, old backups, etc.
    - Configuration review
    - Documentation of configuration changes needed.
  - Migration
    - Estimated outage = ~4-8 hours
    - Copy file share data to new server.
    - Export/Import share permissions
    - Export/Import user permissions
    - Execute required configuration changes.
    - Validate application functionality.
  - Post Migration
    - Troubleshooting any remaining issues
    - Documentation of changes in infrastructure for client records and support
- \* Message Switch/Mobile Migration
- Preparation
    - Configuration review, including file locations and network configuration for state connection.
    - Documentation of configuration changes needed.
  - Migration
    - Estimated outage = ~2-6 hours
    - Copy switch configuration and files to new server.
    - Execute required configuration changes, including network routing configuration as needed.
    - Install Query Server & Mobile Data Service
    - Validate application functionality.
  - Post Migration
    - Troubleshooting any remaining issues
    - Documentation of changes in infrastructure for client records and support
  - Notes on Server Names and IP Addressing:
    - **NOTE:** If the new server's Name and IP will not match the old server's name and IP. This will require further configuration, and possible interface configuration, potentially including State interface requirements. Please note statement on State Connectivity below.
    - **NOTE:** For clients on Visual MCT changing the server name and/or IP of the message switch may entail editing a hosts file on each MCT device, and possibly CAD and RMS workstations. This is a client responsibility. CentralSquare can assist with the changes on servers.



- **NOTE:** For clients on ONESolution MCT changing the server name and/or IP of the message switch may entail editing a hosts file on CAD and RMS workstations. This is a client responsibility. CentralSquare can assist with the changes on servers.

- P2C Migration

- Preparation
  - Data cleanup— identify and remove old software versions, unused temporary files, old backups, etc.
  - Configuration review
  - Documentation of configuration changes needed.
- Migration
  - Estimated outage = ~2-6 hours
  - Copy files to new server.
  - Set security permissions.
  - Reconfigure scheduled jobs for synchronization of necessary files.
  - Execute required configuration changes.
  - Validate application functionality.
- Post Migration
  - Troubleshooting any remaining issues
  - Documentation of changes in infrastructure for client records and support

- Utility Server Setup/Configuration

- Installation and configuration of base product install on new server.
  - Configure CentralSquare applications on new utility server.
  - Verify application functionality and remote accessibility for support.
- Post Migration
  - Troubleshooting any remaining issues
  - Documentation of changes in infrastructure for client records and support

- FTO Migration

- Preparation
  - Data cleanup— identify and remove old software versions, unused temporary files, old backups, etc.
  - Configuration review
  - Documentation of configuration changes needed.
- Migration
  - Estimated outage = ~2-6 hours
  - Copy files to new server.
  - Set security permissions.
  - Reconfigure scheduled jobs for synchronization of necessary files.
  - Execute required configuration changes.
  - Validate application functionality.
- Post Migration
  - Troubleshooting any remaining issues
  - Documentation of changes in infrastructure for client records and support

- OpCenter Server Migration

- Preparation
  - Data cleanup – old application versions, unused temporary files, old backup files, etc.
  - Review and document current configuration
  - Identification and documentation of configuration changes required.
  - Installation and configuration of IIS



- Migration
  - Estimated outage = ~2 hours
  - Copy configuration and files to new server.
  - Migrate database to new SQL server.
  - Execute required configuration changes.
  - Validate application functionality.
- Post Migration
  - Troubleshoot any remaining migration related issues.
  - Document changes for client records and support
- ⊛ CentralSquare Interface Updates
  - Migration of CentralSquare interfaces
  - Post migration resolution and configuration updates as needed.
  - Client agency responsible for any 3<sup>rd</sup> party vendor engagement and resolution for non-CentralSquare interface migrations or configuration updates
- ⊛ Migration to new IP Addresses within VLAN
  - Coordination and consultation for CentralSquare applications and servers to be migrated to new IP Addresses. DNS names to remain the same.
- ⊛ Tellus Migration
  - Scale out Hub Application Server to new two node cluster
    - It is assumed the Client will install a Load Balancer in preparation for this scale out
  - Migrate configuration to new cluster
    - Migrate CAD Interfaces to new cluster
  - Bring new cluster into operation
  - Migrate three node Database cluster to new three node Database cluster.
  - Migrate Relay Server to new server
- ⊛ On Site Go Live
  - 1 Technical Services Engineers to travel to client site for 4 nights to cover Go Live
- ⊛ After Hours Go Live
  - CentralSquare personnel to provide downtime work after normal local business hours.
  - CentralSquare Personnel to document and hand off system to regular hours staff post rehost to ensure continued project support.
- ⊛ Mobile Data Service Migration – NOT SCOPED
- ⊛ SQL Server and Application Database Migration – NOT SCOPED
- ⊛ Data warehouse Migration – NOT SCOPED
- ⊛ P2P Migration – NOT SCOPED
- ⊛ Freedom/ONESolution MCT Server Migration – NOT SCOPED
- ⊛ Training Environment – NOT SCOPED
- ⊛ Neverfail Consult – NOT SCOPED



- Migration to new Active Directory Domain – NOT SCOPED
- ONESolution Migrate to Clustered environment – NOT SCOPED

## Additional Considerations

### Security Statement:

Windows Firewall is supported and can be enabled on servers as part of the project. CentralSquare will utilize exceptions to allow traffic between CentralSquare applications and databases. It is not recommended to rely solely on local firewalling for security. Enabling local firewalling should be discussed with the assigned project staff and can be implemented as part of the rehost project.

Windows UAC will be enabled by default on servers provided to CentralSquare for installation. Any changes to UAC settings to facilitate troubleshooting will be reversed when troubleshooting is complete, prior to Go Live.

The CentralSquare ONESolution product line has no reliance on the SQL "sa" user.

The CentralSquare ONESolution product line can make use of Windows Service accounts to enhance security. The use of Windows Service accounts should be discussed with the assigned project staff and can be implemented as part of the rehost project.

### Dependencies for a successful engagement may include:

- **Statement on network throughput:** CentralSquare ONESolution desktop applications (CAD, RMS, JMS, MobLAN, CAD Status Monitor) require consistent 100mbps throughput between workstations and servers. This must be a constant throughput, not a burst or maximum attainable speed. CentralSquare recommends 4G or better wireless technology for ONESolution Mobile infrastructure (ONESolution MCT, ONESolution Freedom). ONESolution Visual MCT requires 3G or better. Network bandwidth should be measured with current loads and factored accordingly prior to any proposed increase in traffic or change in network infrastructure or carrier.
- State Connect connectivity with the new server system (and location as applicable) – Please ensure the state network is accessible to the new server intended to run the Message Switch application. Multi-homed configurations require static routes, other network configurations depend on infrastructure routing for successful state connectivity.
- Remote or physical site and system access
- Active Directory Domain level system authentication/access
- Access to IT and data management department personnel
- Changes to primary systems are typically performed offsite. For Onsite engagements travel costs are not included in the costs for professional services. Travel costs are billed as incurred, in accordance with the customers master



agreement where applicable and in addition to the costs associated with professional services. Please ensure appropriated funding for travel as needed.

- Changes involving web based applications are collaborative efforts between onsite engineers and remote staff dedicated to those applications



### Assumptions and Client Responsibilities

This Statement of Work and estimation of effort uses and implies certain technical assumptions, limitations, and conditions. Please review this section carefully. The "Special Notes" section above is for documentation of any special or unusual conditions or other concurrent projects to confirm their consideration in preparation of this scope of work. Exclusion or misrepresentation may significantly increase the level of effort required for a successful project and result in additional, unexpected cost. The following list is a sample of common work items that are not included shall not impact the effort of this engagement in any way unless their expected impact is specifically mentioned in the "Special Notes" section of this document. This is not a comprehensive list of all potential external influencers and are only representative samples of items that are excluded unless specifically requested and noted above:

- Implementation of new Active Directory domain or domain configurations
- Relocation of systems to another Active Directory domain
- Relocation of systems to other network zones
- Other concurrent projects for systems related or interconnected with solutions proposed herein

Please notify your account team immediately if any such items or similar conditions apply to your project and have not been noted in the "Special Notes" section prior.

### Further Assumptions:

- Implementation will be carried out remotely during CentralSquare's regular business hours unless specifically noted in Services Scope.
- Client to supply hardware, virtualization software, Operating System licensing, SQL Server licensing and licensing of any other third party hardware or software not specifically listed in the quote or Services Scope.
- Client to install hardware, create virtual machines and install Operating Systems unless specified as a CentralSquare or partner responsibility in the quote or Services Scope.
- Client will maintain remote connectivity to the site either through CentralSquare's preferred remote connectivity solution, or a mutually agreed upon alternative.
- CentralSquare staff will be permitted console access to all servers.
- CentralSquare staff will be permitted SQL administrator access to all database instances.
- Client will adhere to minimum specifications and disk space recommendations and guidelines as documented in the CentralSquare documentation and the client-specific specifications documented by the CentralSquare project team as a project artefact.
- Client to ensure any client-installed third party software (for example utilities for backups, antivirus) are certified to operate on the new operating system.
- Client will be responsible for any physical connections to the servers such as serial interface connections.
- During the staging process no new builds or configuration changes are recommended in any environment to be rehosted. If necessary, changes are to be coordinated through the Project Manager as well as Client Support. Some changes may require a Change Order to the project.
- SQL Server replication is supported between SQL Servers within 2 major versions of publisher and subscriber. There is conflicting information available about compatibility and field experience has shown replication issues when there is even a small difference in SQL Server versions between publisher and subscriber(s). Therefore, it is recommended that all SQL Servers involved in a replication topology should be upgraded/replaced at the



same time to avoid compatibility and reliability issues related to employee replication and/or replication for data warehouse reporting.

- For customers using PageGate, version 8 or higher is required for compatibility with Windows Server 2016 and later. An upgrade to PageGate can be purchased directly through Notepage for existing clients.

#### Project Management

Even in smaller, less complex projects, there needs to be a point of contact and someone driving a project to successful completion. CentralSquare's Implementation Methodology ensures a project has the right amount of oversight needed to successfully complete the work, no more no less. A CentralSquare Project Manager will be your point of contact for the scoped work with you to develop a timeline to meet your needs, drive the timeline to completion, work to resolve any issues that may arise during the life of the project, all while keeping you up to date so you have the peace of mind your project is on track for a successful completion.

#### Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.