



## SALES ORDER

### PURSUANT TO EXISTING AGREEMENT

This Sales Order is intended as a binding Agreement between Williamson County Sheriff's Office, TX ("Customer") and Superion, LLC, a CentralSquare Technologies, LLC company ("CentralSquare") and shall be effective as of the date of the last signature herein.

**Quote Number:** [REDACTED] 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.

##### Software

100 % due upon execution of this Sales Order

Payment due in full 30 days from date of invoice. Annual maintenance shall be due one year from execution. Annual maintenance is subject to increase of 5% per year.

**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 dated March 30, 2010 (the "Master Agreement"). NO OTHER TERMS OR CONDITIONS OF THE MASTER AGREEMENT ARE NEGATED OR CHANGED AS A RESULT OF THIS DOCUMENT.

**Purchase Order.** Customer may provide CentralSquare 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 CentralSquare 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 CentralSquare 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.

Superion, LLC, a CentralSquare Technologies, LLC company	Williamson County Sheriff's Office
1000 Business Center Drive DocuSigned by: Lake Mary, FL 32746	301 SE Inner Loop Road, Suite 105 Georgetown, TX 78626 United States
By: <u>Ron A Anderson</u> 6769E1AD774045B	By: <u>Bill Gravell</u> Bill Gravell (Mar 22, 2023 11:11 CDT)
Print Name: Ron A Anderson	Print Name: Bill Gravell
Print Title: Chief Sales Officer	Print Title: County Judge
Date Signed: 3/6/2023	Date Signed: Mar 22, 2023

Exhibit A

Quote

Quote #: [REDACTED]  
Primary Quoted Solution: ONESolution  
PS Quote expires on: March 31, 2023

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 SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	ONESolution CAD Client AVL License License Fee	4	1,500.00	- 960.00	5,040.00
2.	ONESolution CAD Console License License Fee	4	6,500.00	- 4,160.00	21,840.00
3.	ONESolution CAD Map Display & Map Maintenance Software License License Fee	4	2,000.00	- 1,280.00	6,720.00
Software Subtotal					\$40,000.00 USD
Discount					- 6,400.00 USD
Software Total					33,600.00 USD

QUOTE SUMMARY

Software Subtotal	\$40,000.00 USD
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Quote Subtotal 40,000.00 USD

Discount	- \$6,400.00 USD
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Quote Total 33,600.00 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	8,000.00
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**

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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.

**PURCHASE ORDER INFORMATION**

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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: \_\_\_\_\_