

Superion, a CentralSquare Company

Add-On Quote

Quote Prepared For:

Michael Parenti, Information Technology Manager
 City of Emeryville
 1333 PARK AVE
 EMERYVILLE, CA, 94608
 (510) 450-7803

Date: 03/26/19

Quote Number: Q-00011712

**Valid Until:
04/29/19**

Quote Prepared By:

Justin Parnell, Account Manager - Install
 Superion
 1000 Business Center Dr.
 Lake Mary, FL 32746
 Phone: (800) 727-8088 Fax:
justin.parnell@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 Justin Parnell with any questions.

Subscription Fees

Product Name	Quantity	Subscription Fee
Superion Community Development Premise Enterprise	50	18,000.00
Superion Fusion Subscription Premise	1	3,000.00
Total		21,000.00

Professional Services Installation & Configuration

Product Name	Amount
Superion Fusion Subscription Services	1,400.00
Superion Community Development Installation	2,100.00
Central Square Analytics Upgrade to V 11	1,750.00
Total	5,250.00

Development & Conversion

Product Name	Amount
Superion Fusion Subscription Services	3,000.00
Prof Svc-Superion Financial Batch Export	7,600.00
TRAKiT Legacy Data Conversion	8,000.00

Total 18,600.00

Technical Services

Product Name	Amount
Superion Community Development Technical Services	10,400.00

Total 10,400.00

Consulting

Product Name	Amount
Superion Community Development Consulting	1,280.00
Business Process Optimization-Onsite	9,000.00

Total 10,280.00

Training

Product Name	Amount
Superion Fusion Subscription Services	3,200.00
Power User/End User Training	10,240.00
System Administrator Training	1,280.00
Go-Live Support	2,560.00

Total 17,280.00

Project Management

Product Name	Amount
Superion Fusion Subscription Services	640.00
Superion Community Development Project Management	8,000.00

Total 8,640.00

Total Professional Services 70,450.00

Third-Party Professional Services

Training

Product Name	Amount
Analytics Training	9,600.00

Total	9,600.00
Total Third-Party Professional Services	9,600.00

Summary

Product/Service	Amount	
Subscription Fees	21,000.00	
Professional Services	70,450.00	
Subtotal	91,450.00	USD
Third-Party Professional Services	9,600.00	
Subtotal	9,600.00	USD
License/Subscription Fee Discounts	3,000.00	USD
Total	98,050.00	USD

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, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, all other Professional Services and Travel & Living expenses 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 CentralSquare in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

CentralSquare 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 CentralSquare 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 CentralSquare 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 CentralSquare will renew automatically at then-prevailing rates until such time CentralSquare 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 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.

Michael Parenti, Information Technology Manager
City of Emeryville

Authorized Signature: _____

Printed Name: _____

Date: _____

Approved As To Form


Additional Information Section
Product Notes: