

Add-On Quote

Quote Prepared For:

Marlo Dahl, Technical Systems Manger
Delray Beach Police Department
100 NW First Avenue
Delray Beach, FL, 33444
(561) 243-7865

Date: 04/30/18

Quote Number: Q-00002594

Valid Until:

07/31/18

Quote Prepared By:

Ron Jacobs, Client Success Executive
Superion
1000 Business Center Dr.
Lake Mary, FL 32746
Phone: 407-304-3418 Fax:
ronald.jacobs@superion.com

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

License Fees & Maintenance

Product Name	Quantity	License Fee	Maintenance
ONESolution Field Training Online-Cloud	1	\$5,000.00	\$0.00
Total		<u>\$5,000.00</u>	<u>\$0.00</u>

Cloud/Hosted Access Fees

Product Name	Quantity	Amount
ONESolution Field Training Online-Cloud	1	\$1,500.00
Total		<u>\$1,500.00</u>

Professional Services Installation & Configuration

Product Name	Amount
ONESolution Internet Management Installation PS	\$1,400.00
Total	<u>\$1,400.00</u>

Training

Product Name	Amount
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ONESolution Internet Management Training PS	\$1,280.00
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Total	\$1,280.00
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Project Management

Product Name	Amount
ONESolution Internet Management Project Management PS	\$640.00

Total	\$640.00
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Total Professional Services	\$3,320.00
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Summary

Product/Service	Amount
License Fees	\$5,000.00
Cloud/Hosted Annual Access Fees	\$1,500.00
Professional Services	\$3,320.00
Subtotal	\$9,820.00
Total	\$9,820.00

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 Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule 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.

The Component Systems identified above are "Licensed Programs" or "Licensed Systems" licensed by Superion and are provided in and may be used in machine-readable object code form only.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses may be in addition to the prices quoted above and shall be governed by the Superion Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which Superion delivers, F.O.B. Superion's place of shipment, the Component Systems to Customer.

The Superion application software warranty shall be for a period of one (1) year after delivery. There is no Testing and Acceptance period on the Licensed System(s) herein.



Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document 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 Superion to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). Superion makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, Superion reserves the right to adjust this proposal to reflect those changes.

Should Customer terminate this agreement per any "Term of Contract" Section of the Contract and Agreement, as may be applicable for certain customers, Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to Superion at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to Superion's then-current 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

Marlo Dahl, Technical Systems Manger
Delray Beach Police Department

Authorized Signature: _____

Printed Name: _____

Date: _____

Additional Information Section
Product Notes:

ONESolution Field Training Online-Cloud: Special Terms Relating to ONESolution Field Training Online Cloud. During the term as described herein, Superion shall provide hosting services (the "Hosting Services") as described below for the FTO Component System/Solution software licensed pursuant to this Add On Quote/Order ("Application"). Such Hosting Services are effective as of the Execution Date and continuing for an initial term of twelve (12) months ("Hosting Term"). There is no Hosted Annual Access Fee charged for the initial Hosting Term. Upon expiration of the initial Hosting Term the term shall automatically renew for successive one (1) year Renewal Terms. The Hosted Annual Access Fee reflected above is for the second Renewal Term. The Hosted Annual Access Fee for subsequent Renewal Term(s) will be at the then current rates. Hosted Annual Access Fees are due prior to the start of the respective Renewal Term(s). Either party may elect to not enter into a Renewal Term by providing the other party with written notice at least one hundred and twenty (120) days prior to the end of the Hosting Term or then current Renewal Term, as the case may be, and in such event, Customer may elect to purchase annual support/maintenance services at Superion's then current rates.

Superion Cloud Service Levels.

Target:

In each Service Period, the target for availability of the Hosting Services is 99.9% ("Availability Target"). "Service Period" means 24 hours per day Monday through Sunday each annual Hosting Term that Customer receives the Hosting Services, excluding Sundays between the hours of 8:00 AM and 12:00 noon Eastern Time for scheduled maintenance. During the scheduled maintenance time, Customers may experience intermittent interruptions. Superion will make commercially reasonable efforts to minimize the frequency and duration of these interruptions. Superion will notify the Customer if the entire maintenance window will be required. Service Period also excludes adverse impacts due to the defectiveness of Customer's environment or Customer's systems or due to Customer data supplied to the Hosting Service.

Remedy:

If the Service Period target measurement is not met with the result that the Customer's use of the Hosting Services is severely interrupted in a given annual Hosting Term, then the Customer shall be entitled to a credit calculated as follows:

If actual Hosting Service availability in the relevant Service Period is Less than 99.9% but greater than or equal to 99.0% the percentage reduction in Hosted Annual Access Fee payable by Customer in the immediately subsequent Service Period is 5%.

If actual Hosting Service availability in the relevant Service Period is Less than 99.0% but greater than or equal to 95% the percentage reduction in Hosted Annual Access Fee payable by Customer in the immediately subsequent Service Period is 10%.

If actual Hosting Service availability in the relevant Service Period is Less than 95% the percentage reduction in Hosted Annual Access Fee payable by Customer in the immediately subsequent Service Period is 25%.

If during the term of this Hosting Service, Superion fails to meet the service level commitment targets specified above, the Customer's sole and exclusive remedy in relation to such failure shall be the applicable credits specified. In no event shall Superion be obliged to provide any refund in relation to any credit, but rather the credit shall be applied to the next following annual invoice due to the Customer. Superion will utilize monitoring software to track and report actual service availability in the relevant Service Period. If the actual service availability during the relevant Service Period does not achieve the Availability Target, Superion will apply a service credit per the specifications above.

However, any credit entitlement that is not reported by Superion must be requested by the Customer within six (6) months of its occurrence or it shall no longer be available and the Customer will be deemed to have waived any rights in relation thereto and (for the avoidance of doubt) Superion's failure to meet the relevant service level commitment. In no event will credits due in any given annual Hosting Term exceed twenty five percent (25%) of that annual Hosting Term's fees. Customer shall not be entitled to offset any Hosting Services fee payments, nor withhold fee payments, on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. The amount of any unused credit shall be paid in cash to Customer upon termination of the Agreement.

Emergency maintenance:

Emergency situations will be handled on a case by case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. The primary Customer contact will be notified, when possible, via the on file email address, prior to emergency maintenance being performed. If no contact is made, emergency maintenance will move forward as deemed necessary by Superion management.
