Add-On Quote

Quote Number: Q-00004094   **Valid Until: 06/14/18**

Quote Prepared For:
Matt Pressey, Finance Director
City of Salinas
65 West Alisal Street
Salinas, CA, 93901
831-758-7420

Quote Prepared By:
Tracy Bierman, Client Success Executive
Superion
1000 Business Center Drive
Lake Mary, FL 32746
Phone: (858) 451-3030 Fax:
tracy.bierman@superion.com

Date: 04/16/18

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

License Fees & Maintenance

Product Name	Quantity	License Fee	Maintenance
eTRAKiT Credit Card API	1	$5,000.00	$1,000.00
Total		**$5,000.00**	**$1,000.00**

Professional Services
Installation & Configuration

Product Name	Amount
TRAKiT9, eTRAKiT, iTRAKiT, and eTRAKiT CC API	$3,850.00
Total	**$3,850.00**

Development & Conversion

Product Name	Amount
SSRS & Mail Merge Reports	$64,600.00
Conversion - TRAKiT Dataase 2x, LicenseTRAK, GeoTRAK Update	$14,400.00
Total	**$79,000.00**

Consulting

Product Name	Amount

TRAKiT9 Testing Reviews & Configuration - ALP Workflow/Process [	$12,800.00
Total	**$12,800.00**

Training

Product Name	Amount
Power User, End User, Go Live Support, System Admin/Report Writ	$10,240.00
Total	**$10,240.00**

Project Management

Product Name	Amount
TRAKiT Community Development Project Management	$8,160.00
Total	**$8,160.00**
Total Professional Services	**$114,050.00**

Summary

Product/Service	Amount	
License Fees	$5,000.00	
Professional Services	$114,050.00	
Subtotal		**$119,050.00**
Total		**$119,050.00**
Net Maintenance		$1,000.00

See Product notes in the Additional Information Section

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

Installation fees are due upon execution of this Quote. Development Fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, all 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 (Maintenance): Customer is committed to the initial term of Maintenance 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 Maintenance will be for twelve (12) month periods, commencing at the end of the prior support period. Maintenance fees shown are for the second term of support and which shall be due prior to the start of that term. Fees for subsequent terms of Maintenance will be due prior to the start of each term at the then prevailing rate. Except for the second term of Maintenance for which Superion is committed, subsequent terms will renew automatically until such time a party receives written notice from the other party 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 existing Agreement by and between Superion, as successors to CRW Systems, Inc., and Customer, consenting to such assignment. Except as otherwise provided herein, all terms and conditions of the existing Agreement shall remain in full force and effect.

Superion is the sole owner of the Source Code, design specifications and associated documentation herein which relate to Superion's licensed programs and which constitute the proprietary information and trade secrets of Superion and are protected under the terms of the Agreement. If applicable, any code created hereunder will be licensed to Customer under the terms of the Agreement. There is no testing and acceptance period or warranty for any product or service provided herein.

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

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 shall be governed by the Superion Travel and Expense Guidelines.

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.

Preprinted conditions and all other terms not included in this Quote or in the 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 Agreement and any amendments thereto shall control unless expressly accepted in writing by Superion to Customer.

Annual maintenance is not included in any Custom Modification fee above and is not being provided. Customer is responsible for the cost for Superion to retrofit the Modification into new releases.

Superion's liability for damages to Customer for any cause whatsoever under this Quote, regardless of the form of action, is limited to the total amount of fees paid by Customer under this Quote. In no event will Superion be liable for any consequential damages.

Superion will be covered at all times during the Term of the Agreement by such insurance as it deems adequate in its reasonable judgment, which shall in any event consist of not less than the following types and minimum amounts of coverage with a reputable insurance company(ies): (a) commercial general liability insurance covering claims for personal injury and property damage, with limits of not less than US $1,000,000 per occurrence; (b) commercial crime coverage/fidelity bond insurance, with limits of not less than US $1,000,000 per occurrence; (c) workers compensation coverage as required by the statutes of the jurisdiction in which the services are being performed covering all personnel employed by Superion in the performance of their duties who are required to be covered by the statutes of the applicable jurisdiction; and (d) errors and omissions insurance with a reputable insurance company, with limits of not less than US $5,000,000 per occurrence and aggregate. Upon the reasonable request of Customer, Superion shall furnish Customer with a certificate of insurance as specified in this Agreement. Maintenance of insurance as specified in this Agreement shall in no way be interpreted as relieving or increasing Superion's responsibilities or liabilities under this Agreement; and Superion may carry, at its own expense, such additional insurance as it deems necessary, including self-insurance.

Comments:
The City is interested in upgrading from TRAKiT.NET to TRAKiT9, our 100% web based solution and adding eTRAKiT3 Credit Card API with one of Superion's standard payment processors.

This quote has been prepared in response to the City's request. Please refer to Exhibit 1 for scope of work. Please refer to eTRAKiT Payment Interface for scope of work and standard payment processors.

Travel and Living Expenses will be billed as incurred.

Matt Pressey, Finance Director
City of Salinas

Authorized Signature: _____   **Printed Name**: _____

Date: _____

Additional Information Section
Product Notes: