



Add-On Quote

Quote Prepared By:

Jim Nelson
1000 Business Center Dr
Lake Mary, FL 32746
Phone: (407) 304-3866 Fax:
Email: james.nelson@superion.com

Quote Prepared For:

Richard Viethier, Chief Deputy Auditor
Shasta County Auditor Controller
1450 Court St., Ste 238
Redding, CA 96001
(530) 245-6660

Quote	Date	Valid Until
Q-00026109	05/17/2017	06/30/2017

License Fees

Financials

Product Code	Product Name	Quantity	Ext Price	Maintenance
OS-FIN-PC	ONESolution Procurement Cards	1	20,800.00	3,328.00
Totals:			\$20,800.00	\$3,328.00

Professional Services

Financials

Product Code	Product Name	Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
OS-FIN-PC	ONESolution Procurement Cards	Ext Price:	960.00	-	-	6,400.00	-	-	7,360.00
Totals:		\$960.00	-	-	\$6,400.00	-	-	-	\$7,360.00

Product & Services

License Fees:	\$20,800.00
Professional Services:	\$7,360.00
Subtotal:	\$28,160.00

Discounts

License Fee Discount:	\$7,280.00
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Product & Services Totals

Net License Fees:	\$13,520.00
Net Professional Services:	\$7,360.00
Total:	\$20,880.00
Maintenance:	\$3,328.00

Product Notes

OS-FIN-PC: Supports three .CSV formats.

Comments:

35% License Fee Discount since Shasta County is an early adapter for Superion's V17x HTML roll-out. Discount is valid thru 6/30/17.

40 Hours of Training at \$160/Hr is proposed. Only Training services rendered will be invoiced monthly as incurred.

6 Hours of Project Management at \$160/Hr will be invoiced upon receipt of signed proposal.

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

License, Project Management, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Project Management Fees will be invoiced as one combined fee. 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.

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.

Additional Terms:

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance/Support Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule or "Supplement" 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 are 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.

Superion, LLC

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.

Superion, LLC is the successor in interest to SunGard Public Sector, Inc. and agrees to assume and perform all of the obligations of the agreement between Bi-Tech Software, Inc. and the County of Shasta that commenced on October 12, 1991, the Addendum to the Software License and Support Agreement between SunGard Bi-Tech, LLC and the County of Shasta executed by the County of Shasta on May 9, 2006, the Add-On Quote between SunGard, Public Sector, Inc. and the County of Shasta executed by the County of Shasta on October 9, 2012, and , the Add-On Quote between SunGard, Public Sector, Inc. and the County of Shasta executed by the County of Shasta on April 1, 2014 (collectively, the "Complete Contract"). The County of Shasta is entitled to the rights and benefits of the Complete Contract.

Shasta County Auditor Controller

SEE NEXT PAGE

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

Superion, LLC

COUNTY OF SHASTA

Date: _____

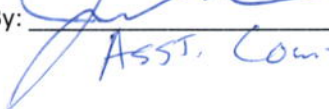
ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:

RUBIN E. CRUSE, JR
County Counsel

By:  _____
ASST. County Counsel

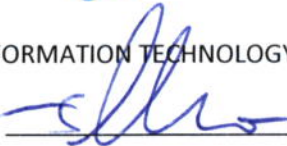
Date: _____

David A. Kehoe, Chairman
Shasta County Board of Supervisors

RISK MANAGEMENT APPROVAL

By:  _____ 05-17-17

INFORMATION TECHNOLOGY APPROVAL

By:  _____ 5-16-2017

SUPERION

By: _____

Title: _____