

**Quote prepared on:**

January 24, 2024

**Quote prepared by:**

Amy Smith

amy.smith@centralsquare.com

## Change Order

**Quote #:** Q-155847**Primary Quoted Solution:** PSJ Pro**Quote expires on:** May 13, 2024**Change Order in reference to:** Q-48275**Quote prepared for:**

Stephen Bradley

Broken Arrow Police Department

220 S. 1st Street

Broken Arrow, OK 74012

918-259-2400

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	TOTAL
1.	CAD PS Pro API Annual Subscription Fee	1	7,800.00	7,800.00
			<b>Software Total</b>	<b>7,800.00 USD</b>

### WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Public Safety Project Management Services - Fixed Fee	780.00
2.	Public Safety Technical Services - Fixed Fee	1,560.00
	<b>Services Total</b>	<b>2,340.00 USD</b>



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### QUOTE SUMMARY

<b>Software Subtotal</b>	7,800.00 USD
<b>Services Subtotal</b>	2,340.00 USD
<b>Quote Subtotal</b>	10,140.00 USD
<b>Quote Total</b>	<b>10,140.00 USD</b>

### WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	7,800.00
FIRST YEAR RECURRING SERVICES TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance.



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Annual Maintenance and Subscriptions renewals shall be due on the anniversary of the Delivery Date\*. Annual Maintenance and Subscription Fees are subject to increase as outlined in the Master Agreement.

\*Delivery Date: For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined above by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

The On Premise Subscriptions purchased under this Quote shall be governed by Exhibit A attached hereto.

## BILLING INFORMATION

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.

## PAYMENT TERMS

### License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

### Contract Startup

- 100% Due Upon Contract Execution

### Hardware & Third-Party Software

- 100% Due Upon Contract Execution

### Services

- Fixed Fee: 100% Due Upon Completion of Services
- Time & Material: Due as Incurred

### Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion
- Time & Material: Due As Incurred

### Travel & Living Expenses

- Due as Incurred



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## PAYMENT TERMS FOR REMOVALS AND CANCELLATIONS

Any item with a negative value or considered a removal or cancellation will adhere to the following payment terms:

Credit to customers account for fees paid on Invoice 319613: \$3,000.00

Remove from contract. Customer is absolved of the obligation to pay balance on terminated products and services. \$750

## PURCHASE ORDER INFORMATION

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: \_\_\_\_\_

### Broken Arrow Police Department

Signature: \_\_\_\_\_

Name: Stephen Bradley

Date: \_\_\_\_\_

Title: Communications Manager



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# ATTACHMENT A

## Terms and Conditions for On-Prem Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer is purchasing subscription priced software under this Quote. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Quote. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote.

If customer terminates this Quote in accordance with the termination for convenience provision below, customer shall be entitled to a pro-rata refund of the annual subscription fee, calculated by the remaining months in the applicable annual subscription.

2. **Termination for Convenience.** This Quote may be terminated without cause by either party by providing written notice to the other party thirty (30) days prior to the date of termination.
3. **Termination of Access Rights.** Upon termination of this Quote, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.
4. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof under this Quote. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the software to monitor compliance with this Quote no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.