



Add-On Quote

Quote Prepared By:

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Quote Prepared For:

Noah Housh, Planning and Community Improvement Director
St. Helena, CA
1480 Main Street
St. Helena, CA 94574
(707) 968-2758

Quote	Date	Valid Until
Q-00029149	10/03/2017	01/02/2018

Professional Services

Services

Product Code	Product Name	Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
PS-WTR	Web Training	Ext Price:	-	-	-	1,920.00	-	-	1,920.00
		Totals:	-	-	-	\$1,920.00	-	-	\$1,920.00

Product & Services

Professional Services: \$1,920.00

Subtotal: \$1,920.00

Total: \$1,920.00

Comments:

The City is interested in 1.5 days remote training to include a TRAKiT Introduction, PermitTRAK, ProjectTRAK, Reviews, Inspections, iTRAKiT and possible overview of CRM TRAK (CRM TRAK not licensed.). This quote has been prepared in response to the City's request. Upon quote acceptance, training will be scheduled and structure of training defined.

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

STH CONTRACT: 2017-077

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 Superior in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

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

Applicable Start-up Fees are due upon execution of this Quote. Initial Annual Access Fees are due upon execution of this Quote and will be invoiced pro-rata to coincide with Customer's Annual Renewal Date. Subsequent Annual Access Fees will be invoiced each year thereafter on the anniversary of Customer's Annual Renewal Date.

Additional Terms:

This Add-On Quote constitutes a supplemental Schedule A-Order Form amendment to the existing Agreement (the "Agreement") by and between Superior and Customer which pertains to Application Service Provider (ASP) services. 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 and living expenses are in addition to the prices quoted above and shall be governed by the Superior Travel Policy.

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 Superior to Customer.

Superior's "Cloud" Products identified above are application Modules to be hosted by Superior.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). Superior makes no representation 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.

STH CONTRACT: 2011-077

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, Superior reserves the right to adjust this proposal to reflect those changes.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to Superior 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 Superior'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.

St. Helena, CA

Authorized Signature: _____

M. L. L.

Date: _____

12/5/2017

Printed Name: _____

Mark Prostwich

Superior, LLC

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