

SOFTWARE MAINTENANCE AGREEMENT

BETWEEN

**Superion, LLC**  
a Delaware Limited Liability Corporation

with headquarters at:

1000 Business Center Drive  
Lake Mary, FL 32746

("Superion")

AND

**City of Round Rock**  
221 Main St.  
Round Rock, TX 78665

(for purposes of this Agreement, "Customer")

By the signatures of their duly authorized representatives below, Superion and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

**City of Round Rock**

BY: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
PRINT TITLE: \_\_\_\_\_  
DATE SIGNED: \_\_\_\_\_

**Superion, LLC**

DocuSigned by:  
  
1D0EA8C8820C488...  
BY: \_\_\_\_\_  
PRINT NAME: Megan Knight-Facey  
PRINT TITLE: Corporate Counsel - Commercial Contracts  
DATE SIGNED: 12/17/2018

**T**HIS AGREEMENT is entered into between Superior and Customer on the Execution Date, and Superior's obligations hereunder will commence on Execution Date.

Superior and Customer have entered into a Software License and Services Agreement dated August 16, 2001 (the "License Agreement") for the Software. Customer desires that Superior provide Maintenance and Enhancements for and new releases of the Baseline Software identified in Exhibit 1 on the terms and conditions contained in this Agreement, and for the Custom Modifications identified in Exhibit 1 on the terms and conditions of this Agreement. Accordingly, the parties agree as follows:

**1. Definitions.**

"Exhibit 1" means, collectively: (i) The schedule attached to this Agreement which is marked as "Exhibit 1," including all attached Software Supplements; and (ii) any schedule also marked as "Exhibit 1" (also including any attached Software Supplements) that is attached to any amendment to this Agreement. Other appendices to this Agreement are numbered sequentially and are also "Appendices."

"Baseline" means the general release version of a Component System as updated to the particular time in question through both Superior's warranty services and Superior's Maintenance Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in Exhibit 1 as a Component System, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" means trade secret information of the disclosing party which is designated as trade secret prior to or at the time of disclosure to the Recipient. Confidential Information of Superior includes the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Software and any software provided with the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on

disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

"Discloser" means the party providing its Confidential Information to the Recipient.

"Documentation" means the on-line and hard copy functional and technical specifications that Superior provides for a Baseline Component System, and that describe the functional and technical capabilities of the Baseline Component System in question.

"Execution Date" means the latest date shown on the signature page of this Agreement.

"Equipment" means a hardware and systems software configuration meeting the "Equipment" criteria set forth in Exhibit 1.

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

"Software" means the Component Systems listed in Exhibit 1.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"Recipient" means the party receiving Confidential Information of the Discloser.

"Software Supplement" means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement,

the terms of the Software Supplement will control.

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, the period identified in Exhibit 1.

"Custom Modification" means a change that Superior has made at Customer's request to any Component System in accordance with a Superior-generated specification, but without any other changes whatsoever by any person or entity. Each Custom Modification for which Superior will provide Customer with Improvements is identified in Exhibit 1.

"Defect" means a material deviation between the Baseline Component System and its Documentation, for which Defect Customer has given Superior enough information to enable Superior to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under Superior's control. Further, with regard to each Custom Modification, "Defect" means a material deviation between the Custom Modification and the Superior-generated specification and documentation for such Custom Modification, and for which Defect Customer has given Superior enough information to enable Superior to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under Superior's control.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Agreement.

"Maintenance" means using reasonable efforts to provide Customer with avoidance procedures for or corrections of Defects. The hours during which Maintenance will be

provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in attached Exhibit 2.

"New Releases" means new editions of a Baseline Component System or Custom Modification, as applicable.

"Notification" means a communication to Superior's help desk by means of: (i) Superior's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Superior's then-current policies and procedures for submitting such communications.

## 2. Services.

(a) Types of Services. During the term of this Agreement, Superior will provide Customer with Maintenance for, Enhancements of, and New Releases of each Baseline Component System and each Custom Modification identified in Exhibit 1.

(b) Limitations. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License Agreement and this Agreement. Customer must provide Superior with such facilities, equipment and support as are reasonably necessary for Superior to perform its obligations under this Agreement, including remote access to the Equipment.

## 3. Payment and Taxes.

(a) Maintenance Fees. For the Improvements, Customer will pay Superior the amount provided for in Exhibit 1 as the "Payment Amount" for the first Contract Year. For each Contract Year subsequent to the initial Contract Year, Superior reserves the right to increase the Improvements fees. Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year for that Baseline Component System/Custom Modification.

(b) Additional Costs. Customer will also reimburse Superior for actual travel and living expenses that Superior incurs in providing Customer with Improvements under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by Superior's Corporate Travel and Expense Reimbursement Policy and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice.

(c) Taxes. Customer is responsible for paying all taxes (except for taxes based on Superior's net income or capital stock) relating to this Agreement, the Improvements, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide Superior with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, Superior will invoice Customer for and Customer will pay to Superior all such tax amounts.

4. Term. This Agreement will remain in full force and effect throughout the initial Contract Year. After the initial Contract Year, this Agreement will renew for an additional Contract Year unless, at least six (6) months prior to the expiration of the initial Contract Year, Customer notifies Superior in writing of Customer's intent not to renew the Agreement for the second Contract Year. After the second Contract Year, this Agreement will automatically be extended for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its intent not to extend this Agreement for any particular Baseline Component System/Custom Modification at least six (6) months prior to the expiration of the then-current Contract Year.

5. Disclaimer of Warranties. Customer agrees and understands that **SUPERION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUPERION EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY**

**AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SUPERION EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUPERION, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.**

6. Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, then the party seeking to terminate this Agreement can effect such termination by providing the other party with a termination notice that specifies the effective date of such termination. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

7. Confidential Information. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Software and any software provided with the Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item and provided the public records exception continues to be met.- However, Customer's obligations to maintain both the Software and any software provided

with the Software as confidential will survive in perpetuity.

**8. Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices.

**9. Force Majeure.** Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

**10. Assignment.** Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: Superior's assignment of this Agreement or of any Superior rights under this Agreement to Superior's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and Superior's assignment of this Agreement to any person or entity to which Superior transfers any of its rights in the Software.

**11. No Waiver.** A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

**12. Choice of Law; Severability.** This Agreement will be governed by and construed under the laws of the State of Ohio, without reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

**13. LIMITATIONS OF LIABILITY.**

**(a) LIMITED LIABILITY OF SUPERION.** SUPERION'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUPERION FOR THE IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.

**(b) EXCLUSION OF DAMAGES.** REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUPERION BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUPERION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**(c) BASIS OF THE BARGAIN.** CUSTOMER ACKNOWLEDGES THAT SUPERION HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

**14. Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective

unless it is in writing, is signed by each party, Agreement.  
and expressly provides that it amends this



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214496-JM

Date

8/29/2018

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Superion, LLC, a CentralSquare Company  
1000 Business Center Drive  
Lake Mary, FL 32746  
www.centalsquare.com  
Toll free 800-727-8088

Billing Inquiries: Accounts.Receivable@centalsquare.com

**Bill To**

City of Round Rock  
Attn Accounts Payable  
221 East Main Street  
ROUND ROCK TX 78665  
United States

**Ship To**

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ROUND ROCK TX 78665  
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5168LG	City of Round Rock		USD	Net 30	9/28/2018

Description	Units	Rate	Extended
Contract No. 90847			
1 ONESolution Police-to-Police - Annual Subscription Fee OSSl Police to Police Annual Subscription Fee Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$0.00	\$0.00
Contract No. 20040802			
2 ONESolution State/NCIC Messaging Software - Annual Maintenance Fee OSSl Message Switch Expansion for existing switch Maintenance: Start:10/1/2018, End: 9/30/2019	14	\$129.13	\$1,807.81
3 ONESolution Mobile Server Software - Annual Maintenance Fee OSSl - Mobile Client Software Maintenance: Start:10/1/2018, End: 9/30/2019	14	\$280.60	\$3,928.43
4 ONESolution MCT Client AVL License - Annual Maintenance Fee  OSSl Client AVL Mobile License Maintenance: Start:10/1/2018, End: 9/30/2019	14	\$31.28	\$437.91
Contract No. DW03-242			
5 ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee OSSl CAD Resource Monitor Display License with Maps Client Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$313.40	\$313.40
Contract No. 20040987			
6 ONESolution MFR Client-Citation - Annual Maintenance Fee OSSl Mobile Citation Module Maintenance: Start:10/1/2018, End: 4/30/2019	8	\$59.69	\$477.52
Contract No. 20050070			
7 ONESolution Professional Standards - Annual Maintenance Fee OSSl Professional Standards (Internal Affairs) Module Client Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$409.85	\$409.85
8 ONESolution RMS Training Module - Annual Maintenance Fee OSSl Training Module Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$716.02	\$716.02





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5168LG	City of Round Rock		USD	Net 30	9/28/2018

	Description	Units	Rate	Extended
9	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:10/1/2018, End: 9/30/2019	20	\$183.13	\$3,662.61
10	ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:10/1/2018, End: 9/30/2019	20	\$40.98	\$819.63
11	ONESolution MFR Client-Arrest - Annual Maintenance Fee OSSI Mobile Arrest Module Maintenance: Start:10/1/2018, End: 9/30/2019	20	\$61.35	\$1,227.03
12	ONESolution MFR Client - Annual Maintenance Fee OSSI License of Incident/Offense Field Reporting Module Client Maintenance: Start:10/1/2018, End: 9/30/2019	20	\$203.60	\$4,071.90
13	ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:10/1/2018, End: 9/30/2019	20	\$30.68	\$613.62

Contract No. 5168-Main

14	ONESolution Computer-Aided Dispatch System - Annual Maintenance Fee OSSI Base Computer Aided Dispatch System Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$16,010.39	\$16,010.39
15	ONESolution CAD Console License - Annual Maintenance Fee OSSI Additional CAD Console License Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$898.04	\$898.04
16	ONESolution E911 Interface - Annual Maintenance Fee OSSI E911 Interface Module Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$1,266.90	\$1,266.90
17	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee ONESolution CAD Map Display and Map Maintenance Software License Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$1,266.90	\$1,266.90





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5168LG	City of Round Rock		USD	Net 30	9/28/2018

	Description	Units	Rate	Extended
18	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee ONESolution Additional CAD Map Display & Map Maintenance Client License Maintenance: Start:10/1/2018, End: 9/30/2019	4	\$460.16	\$1,840.65
19	ONESolution Rip & Run Printing/Faxing - Annual Maintenance Fee OSSI Rip and Run Printing/Faxing Module Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$1,266.90	\$1,266.90
20	ONESolution CAD to ACS FIREHOUSE RMS Interface - Annual Maintenance Fee OSSI Firehouse RMS Interface Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$1,266.90	\$1,266.90
21	ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee OSSI CAD Resource Monitor Display License with Maps Client Maintenance: Start:10/1/2018, End: 9/30/2019	5	\$345.16	\$1,725.78
22	ONESolution Records Management System - Annual Maintenance Fee OSSI Client Base Records Management System Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$12,634.01	\$12,634.01
23	ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee OSSI RMS Map Display and Pin Mapping License Maintenance: Start:10/1/2018, End: 9/30/2019	35	\$40.93	\$1,432.52
24	ONESolution Accident - Annual Maintenance Fee OSSI Basic Accident Module Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$920.94	\$920.94
25	RMS Miscellaneous Products - Annual Maintenance Fee OSSI Intellimatch Analysis Module Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$716.02	\$716.02
26	ONESolution Property & Evidence - Annual Maintenance Fee OSSI Property and Evidence Module Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$1,329.57	\$1,329.57



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5168LG	City of Round Rock		USD	Net 30	9/28/2018

	Description	Units	Rate	Extended
27	ONESolution Barcoding Server License - Annual Maintenance Fee OSSI Bar Coding Server License Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$716.02	\$716.02
28	ONESolution Barcoding Hand-Held Client License - Annual Maintenance Fee OSSI Bar Coding Hand-Held Client License (Each) Maintenance: Start:10/1/2018, End: 9/30/2019	2	\$325.91	\$651.82
29	ONESolution State/NCIC Messaging Software - Annual Maintenance Fee OSSI Additional Message Switch Consoles License Client Maintenance: Start:10/1/2018, End: 9/30/2019	5	\$68.94	\$344.72
30	ONESolution State/NCIC Messaging Software - Annual Maintenance Fee OSSI Integrated CAD Messaging Software Switch Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$4,603.50	\$4,603.50
31	ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI AVL Server Host License Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$8,057.04	\$8,057.04
32	ONESolution CAD Client AVL License - Annual Maintenance Fee ONESolution CAD Client AVL License Maintenance: Start:10/1/2018, End: 9/30/2019	7	\$460.30	\$3,222.09
33	ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:10/1/2018, End: 9/30/2019	75	\$34.52	\$2,589.30
34	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:10/1/2018, End: 9/30/2019	75	\$183.12	\$13,734.00



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	Description	Units	Rate	Extended
35	ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:10/1/2018, End: 9/30/2019	75	\$40.91	\$3,068.10
36	ONESolution Mobile Server Software - Annual Maintenance Fee OSSI Base Mobile Server Software Client Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$7,161.40	\$7,161.40
37	ONESolution MFR Client - Annual Maintenance Fee OSSI License of Incident/Offense Field Reporting Module Client Maintenance: Start:10/1/2018, End: 9/30/2019	60	\$203.57	\$12,214.44
38	ONESolution MFR Client-Arrest - Annual Maintenance Fee OSSI Mobile Arrest Module Maintenance: Start:10/1/2018, End: 9/30/2019	75	\$61.38	\$4,603.73
39	ONESolution Mobile Field Reporting Server - Annual Maintenance Fee OSSI Review Module for Field Reporting Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$5,626.91	\$5,626.91

Contract No. DW03-163

40	ONESolution Multi-Jurisdictional RMS Option - Annual Maintenance Fee OSSI Multi-Jurisdictional RMS Option Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$357.91	\$357.91
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Contract No. 20051029

41	ONESolution CAD Console License - Annual Maintenance Fee OSSI Additional CAD Console License Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$898.04	\$898.04
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Contract No. 20051032

42	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:10/1/2018, End: 9/30/2019	3	\$203.72	\$611.16
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	Description	Units	Rate	Extended
43	ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:10/1/2018, End: 9/30/2019	3	\$40.98	\$122.94
44	ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:10/1/2018, End: 9/30/2019	3	\$30.56	\$91.67
Contract No. 20051066				
45	ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee OSSI CAD Resource Monitor Display License with Maps Client Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$344.74	\$344.74
Contract No. 20060945				
46	ONESolution MFR Client-MOBLAN Version - Annual Maintenance Fee OSSI - MFR Client - MOBLAN Version Maintenance: Start:10/1/2018, End: 9/30/2019	22	\$99.34	\$2,185.49
Contract No. 20061170				
47	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:10/1/2018, End: 9/30/2019	12	\$197.68	\$2,372.20
48	ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:10/1/2018, End: 9/30/2019	12	\$39.77	\$477.29
49	ONESolution MFR Client-Arrest - Annual Maintenance Fee OSSI Mobile Arrest Module Maintenance: Start:10/1/2018, End: 9/30/2019	12	\$59.57	\$714.80
50	ONESolution MFR Client - Annual Maintenance Fee OSSI License of Incident/Offense Field Reporting Module Client Maintenance: Start:10/1/2018, End: 9/30/2019	12	\$197.68	\$2,372.20



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Superion, LLC, a CentralSquare Company  
1000 Business Center Drive  
Lake Mary, FL 32746  
www.centalsquare.com  
Toll free 800-727-8088

Billing Inquiries: Accounts.Receivable@centalsquare.com

**Bill To**  
City of Round Rock  
Attn Accounts Payable  
221 East Main Street  
ROUND ROCK TX 78665  
United States

**Ship To**  
City of Round Rock  
Attn Accounts Payable  
221 East Main Street  
ROUND ROCK TX 78665  
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5168LG	City of Round Rock		USD	Net 30	9/28/2018

	Description	Units	Rate	Extended
51	ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:10/1/2018, End: 9/30/2019	12	\$29.84	\$358.09
52	ONESolution MFR Client-Citation - Annual Maintenance Fee OSSI Mobile Citation Module Maintenance: Start:10/1/2018, End: 4/30/2019	12	\$57.95	\$695.40
Contract No. 70052				
53	ONESolution Notification - Annual Maintenance Fee OSSI Notification Module Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$1,870.81	\$1,870.81
Contract No. 70051				
54	ONESolution Quartermaster - Annual Maintenance Fee OSSI - QuarterMaster Module Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$1,886.49	\$1,886.49
55	ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee OSSI - Additional RMS Workstation Map License Maintenance: Start:10/1/2018, End: 9/30/2019	5	\$297.97	\$1,489.85
56	ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee OSSI RMS Map Display and Pin Mapping License Maintenance: Start:10/1/2018, End: 9/30/2019	5	\$39.77	\$198.87
Contract No. 70556				
57	ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:10/1/2018, End: 9/30/2019	2	\$28.93	\$57.86
Contract No. 20040987-1				



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5168LG	City of Round Rock		USD	Net 30	9/28/2018

	Description	Units	Rate	Extended
58	ONESolution Incode Courts System Interface - Annual Maintenance Fee OSSI Interface from Incode Courts to Pistol Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$2,893.00	\$2,893.00
Contract No. 80270				
59	ONESolution Gang - Annual Maintenance Fee Gang Profile Module Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$1,446.51	\$1,446.51
Contract No. 80653				
60	ONESolution CAD to MOSCAD Interface - Annual Maintenance Fee OSSI - MOSCAD to CAD Interface Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$1,627.32	\$1,627.32
Contract No. 80699				
61	ONESolution CAD Console License - Annual Maintenance Fee OSSI Additional CAD Console License Maintenance: Start:10/1/2018, End: 9/30/2019	4	\$846.20	\$3,384.82
62	ONESolution MCT Client License for Message Switch - Annual Maintenance Fee OSSI Client License for Message Switch Maintenance: Start:10/1/2018, End: 9/30/2019	4	\$65.09	\$260.36
63	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee ONESolution Additional CAD Map Display & Map Maintenance Client License Maintenance: Start:10/1/2018, End: 9/30/2019	4	\$433.96	\$1,735.86
64	ONESolution CAD Client AVL License - Annual Maintenance Fee  ONESolution CAD Client AVL License Maintenance: Start:10/1/2018, End: 9/30/2019	4	\$433.96	\$1,735.86

Contract No. 80695





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8/29/2018

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United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5168LG	City of Round Rock		USD	Net 30	9/28/2018

	Description	Units	Rate	Extended
65	ONESolution RMS Workstation - Annual Maintenance Fee OSSI Additional RMS Workstation License Maintenance: Start:10/1/2018, End: 9/30/2019	25	\$289.29	\$7,232.14
66	ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee OSSI Additional RMS Map Display and Pin Mapping License Maintenance: Start:10/1/2018, End: 9/30/2019	25	\$38.58	\$964.43
Contract No. 80696				
67	ONESolution RMS Workstation - Annual Maintenance Fee OSSI Additional RMS Workstation License Maintenance: Start:10/1/2018, End: 9/30/2019	6	\$289.28	\$1,735.71
68	ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee OSSI Additional RMS Map Display and Pin Mapping License Maintenance: Start:10/1/2018, End: 9/30/2019	6	\$38.58	\$231.46
69	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:10/1/2018, End: 9/30/2019	6	\$191.90	\$1,151.39
70	ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:10/1/2018, End: 9/30/2019	6	\$38.58	\$231.46
71	ONESolution MCT Client AVL License - Annual Maintenance Fee  OSSI Client AVL Mobile License Maintenance: Start:10/1/2018, End: 9/30/2019	6	\$28.93	\$173.57
72	ONESolution MFR Client - Annual Maintenance Fee ONESolution MFR Client Maintenance: Start:10/1/2018, End: 9/30/2019	6	\$191.90	\$1,151.39
73	ONESolution MFR Client-Arrest - Annual Maintenance Fee OSSI Mobile Arrest Module Maintenance: Start:10/1/2018, End: 9/30/2019	6	\$57.86	\$347.19





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Superion, LLC, a CentralSquare Company  
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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5168LG	City of Round Rock		USD	Net 30	9/28/2018

Description	Units	Rate	Extended
74 ONESolution MFR Client-Citation - Annual Maintenance Fee OSSI - MFR Client Citation Maintenance: Start:10/1/2018, End: 4/30/2019	6	\$56.26	\$337.56

Contract No. 80697

75	ONESolution RMS Workstation - Annual Maintenance Fee OSSI Additional RMS Workstation License Maintenance: Start:10/1/2018, End: 9/30/2019	9	\$289.29	\$2,603.57
76	ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee OSSI Additional RMS Map Display and Pin Mapping License Maintenance: Start:10/1/2018, End: 9/30/2019	9	\$38.58	\$347.19
77	ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee OSSI CAD Resource Monitor Display License with Maps Client Maintenance: Start:10/1/2018, End: 9/30/2019	13	\$325.47	\$4,231.09

Contract No. 90796

78	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:10/1/2018, End: 9/30/2019	13	\$191.90	\$2,494.67
79	ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:10/1/2018, End: 9/30/2019	13	\$38.58	\$501.50
80	ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:10/1/2018, End: 9/30/2019	13	\$28.93	\$376.06
81	ONESolution MFR Client - Annual Maintenance Fee ONESolution MFR Client Maintenance: Start:10/1/2018, End: 9/30/2019	13	\$191.90	\$2,494.67

Contract No. 90858



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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5168LG	City of Round Rock		USD	Net 30	9/28/2018

	Description	Units	Rate	Extended
82	ONESolution RMS Workstation - Annual Maintenance Fee OSSI Additional RMS Workstation License Maintenance: Start:10/1/2018, End: 9/30/2019	15	\$289.29	\$4,339.28
83	ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee OSSI Additional RMS Map Display and Pin Mapping License Maintenance: Start:10/1/2018, End: 9/30/2019	15	\$38.58	\$578.66
Contract No. 91283				
84	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:10/1/2018, End: 9/30/2019	2	\$191.90	\$383.80
85	ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:10/1/2018, End: 9/30/2019	2	\$38.58	\$77.15
Contract No. 100146				
86	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:10/1/2018, End: 9/30/2019	4	\$191.90	\$767.59
87	ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:10/1/2018, End: 9/30/2019	4	\$38.58	\$154.31
88	ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:10/1/2018, End: 9/30/2019	4	\$28.93	\$115.71
89	ONESolution MFR Client - Annual Maintenance Fee ONESolution MFR Client Maintenance: Start:10/1/2018, End: 9/30/2019	4	\$191.90	\$767.59

Contract No. 100182



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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
5168LG	City of Round Rock		USD	Net 30	9/28/2018

	Description	Units	Rate	Extended
90	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$191.90	\$191.90
91	ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$38.58	\$38.58
92	ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$28.93	\$28.93
Contract No. 100424				
93	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:10/1/2018, End: 9/30/2019	2	\$191.90	\$383.80
94	ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:10/1/2018, End: 9/30/2019	2	\$38.58	\$77.15
95	ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:10/1/2018, End: 9/30/2019	2	\$28.93	\$57.86
96	ONESolution MFR Client - Annual Maintenance Fee ONESolution MFR Client Maintenance: Start:10/1/2018, End: 9/30/2019	2	\$191.90	\$383.80
Contract No. 100944				
97	ONESolution TDEX Interface - Annual Subscription Fee OSSI - Interface to TDEX Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$289.29	\$289.29

Contract No. 101194





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8/29/2018

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5168LG	City of Round Rock		USD	Net 30	9/28/2018

	<b>Description</b>	<b>Units</b>	<b>Rate</b>	<b>Extended</b>
98	ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee OSSI CAD Resource Monitor Display License with Maps Client Maintenance: Start:10/1/2018, End: 9/30/2019	2	\$325.47	\$650.94
Contract No. 110363				
99	ONESolution Police-to-Citizen - Annual Maintenance Fee OSSI Police to Citizen Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$2,410.85	\$2,410.85
Contract No. 111200				
100	ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee OSSI CAD Resource Monitor Display License with Maps Client Maintenance: Start:10/1/2018, End: 9/30/2019	2	\$325.47	\$650.94
Contract No. 120623				
101	ONESolution Pagegate Interface - Annual Maintenance Fee OSSI CAD Interface to Pagegate Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$189.07	\$189.07
102	ONESolution Alpha Numeric Paging - Annual Maintenance Fee OSSI Alpha Numeric Paging Module Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$987.98	\$987.98
Contract No. 121355				
103	ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee OSSI CAD Resource Monitor Display License with Maps Client Maintenance: Start:10/1/2018, End: 9/30/2019	4	\$189.07	\$756.29
Contract No. 130895				
104	ONESolution Freedom Base - Annual Maintenance Fee MCT Freedom - Up to 50 Workstations Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$2,581.57	\$2,581.57
Contract No. 141596				



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5168LG	City of Round Rock		USD	Net 30	9/28/2018

	Description	Units	Rate	Extended
105	ONESolution Freedom Premium - Annual Maintenance Fee MCT FREEDOM PREMIUM Maintenance: Start:10/1/2018, End: 9/30/2019	10	\$71.30	\$712.95
Contract No. 150007				
106	ONESolution MCT to ACS FIREHOUSE Interface - Annual Maintenance Fee OSSI - MCT Interface to Firehouse Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$1,336.73	\$1,336.73
Contract No. 150069				
107	ONESolution Freedom Premium - Annual Maintenance Fee ONESolution Freedom Premium Maintenance: Start:10/1/2018, End: 9/30/2019	10	\$71.31	\$713.06
Contract No. 150139				
108	ONESolution Sex Offender - Annual Maintenance Fee OSSI Sex Offender Module Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$1,354.54	\$1,354.54
Contract No. 150980				
109	ONESolution RMS OpCenter - Annual Maintenance Fee OSSI - OPS RMS Maintenance: Start:10/1/2018, End: 9/30/2019	1	\$2,422.56	\$2,422.56

Please make remittance payable to Superion, LLC

**ACH / EFT:**

Routing Number 0710-000-39  
 Account Number 81880-15335  
 Bank of America (Phone 800-432-1000)  
 E-mail payment details to: Accounts.Receivable@centalsquare.com

**Check:**

12709 Collection Center Drive  
 Chicago, IL 60693

<b>Subtotal</b>	\$207,851.79
<b>Tax</b>	\$0.00
<b>Invoice Total</b>	\$207,851.79
<b>Payments Applied</b>	\$0.00
<b>Balance Due</b>	\$207,851.79

In reference to originally billed Invoice Document No 214496