

#### **EXHIBIT A**

# SALES ORDER PURSUANT TO EXISTING AGREEMENT

Order Number:	[ ]
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This Sales Order is intended as a binding Agreement between the City of Joplin, MO and Superion, LLC and shall be effective as of the date of the last signature herein.

**Quote Number**: Q-100572 is attached hereto as Exhibit "A". The Quote contains a description of all products and services sold pursuant to this Sales Order. The Quote is hereby incorporated by reference as a term of this Sales Order.

<u>Payment Terms</u>. TimeClock Plus Cloud Subscription due 100% upon execution of this Sales Order. TimeClock Plus Implementation services are due 50% upon execution of this Sales Order and 50% upon project completion. TimeClock Plus Hardware is due 100% upon execution of this Sales Order.

Payment due in full 30 days from date of invoice.

<u>Master Agreement.</u> This Sales Order shall be goverened by the terms and conditions of the existing Agreement between the parties, more specifically described as: ASP Order by and between Superion, LLC and the City of Joplin, MO dated June 18, 2018 (the "Master Agreement"). NO OTHER TERMS OR CONDITIONS OF THE MASTER AGREEMENT ARE NEGATED OR CHANGED AS A RESULT OF THIS DOCUMENT.

<u>Purchase Order.</u> Customer may provide Superion with a valid purchase order, upon execution of this Sales Order. Notwithstanding anything to the contrary herein, purchase orders are to be used solely for Customer's accounting purposes and any terms and conditions contained therein shall be deemed null and void with respect to the parties' relationship and this Sales Order. Any such purchase order provided to Superion shall in no way relieve Customer of any obligation entered into pursuant to this Sales Order including, but not limited to, its obligation to pay Superion in a timely fashion.

Acceptance of Order Terms. By signing this Sales Order below, Customer represents and warrants that: (a) it has read and understands the Master Agreement and Quote that are incorporated by reference into this Sales Order and agrees to be bound by the terms thereof, and (b) it has full power and authority to accept this Sales Order.

Superion, LLC	City of Joplin, MO ("Customer")
1000 Business Center Dr. Lake Mary, FL 32746	[INSERT CUSTOMER ADDRESS]
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:



**Quote #:** Q-100572

Primary Quoted Solution: NaviLine PA Quote expires on: December 30, 2022

Quote prepared for:

Mark Morris

City of Joplin
602 S. Main Street
Joplin, MO 64801
417-624-0820

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at <a href="https://www.centralsquare.com">www.centralsquare.com</a>.

### WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	TimeClock Plus Cloud Subscription	700	48.00	- 9,709.00	23,891.00
			Sof	tware Subtotal Discount	33,600.00 USD - 9,709.00 USD
				Software Total	23,891.00 USD

### WHAT SERVICES ARE INCLUDED?

Services Total 30 713	00 HED
1. TimeClock Plus Cloud Implementation 30	,713.80
DESCRIPTION	ΓΟΤΑL

## WHAT HARDWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	<b>UNIT PRICE</b>	TOTAL
TimeClock Plus Hardware	30	2,001.35	60,040.62
2. TimeClock Plus Hardware	5	1,127.40	5,637.00
TimeClock Plus Hardware	1	341.06	341.06
	н	lardware Total	66,018.68 USD



## **QUOTE SUMMARY**

Software Subtotal	33,600.00 USD
Services Subtotal	30,713.80 USD
Hardware Subtotal	66,018.68 USD
Quote Subtotal	130,332.48 USD
Discount	- 9,709.00 USD
Quote Total	120,623.48 USD



#### WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	10,018.62
FIRST YEAR SUBSCRIPTION TOTAL	23,891.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

#### **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.



## **PURCHASE ORDER INFORMATION**

Is a Purchase Order (PO) required for the pur	rchase or payment of the products on this Quote Form? (Customer to complete)
Yes[] No[]	
Customer's purchase order terms will be gove such, are void and will have no legal effect.	erned by the parties' existing mutually executed agreement, or in the absence of
PO Number:	-
Initials:	_