



SALES ORDER

PURSUANT TO EXISTING AGREEMENT

This Sales Order is intended as a binding Agreement between the City of Waukesha, WI (“Customer”) and CentralSquare Technologies, LLC on behalf of itself and affiliates and subsidiaries including Superion, LLC; TriTech Software Systems; and CentralSquare Canada Software, Inc. (“CentralSquare”) and shall be effective as of the date of the last signature herein.

Quote Number: Q-193133 is attached to this Sales Order 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.

Statement of Work. Services for the products purchased under this Sales Order shall be governed by the Statement of Work document attached to this Sales Order as Exhibit “B”.

Payment Terms.

Subscriptions:

- Annual Subscription Fees are due on the Delivery Date, and annually thereafter on the anniversary of the Delivery Date.
- Annual Subscription Fees shall increase as follows:
 - * Years 1 - 5 = 0%
 - * Years 6 - 8 = 3%
 - * Years 9 - onward = 5%

Additional Subscription Term (Analytics and Interfaces):

The Subscription fees for Years 1 through 10, covering the following specific modules, shall also be due at Delivery (for a total of \$366,946.02):

- CrimeView Analytics: Standard (3 years data) CST System Subscription
- CrimeView Analytics: Informative (3 years data) CST System Subscription
- Public Safety Citizen Reporting (RMS) Annual Subscription Fee
- Standard WI eReferral Interface (OP) Annual Subscription Fee
- Standard Citation Importer (OP) Annual Subscription Fee
- Standard Arrest Publisher (OP) Annual Subscription Fee
- Standard Crash Publisher (OP) Annual Subscription Fee
- Field Training Online (Stand-Alone)– Annual Subscription Fee
- Standard PDF Report Publisher (OP) Annual Subscription Fee
- Enterprise RMS GIS (With CAD) (OP) Annual Subscription Fee

Breakout Pricing for Years 1-10 of these listed modules (calculated using the annual uplift schedule presented above):

Year 1	\$34,828.75
Year 2	\$34,828.75
Year 3	\$34,828.75
Year 4	\$34,828.75
Year 5	\$34,828.75
Year 6	\$35,873.61
Year 7	\$36,949.82
Year 8	\$38,058.32
Year 9	\$39,961.23
Year 10	\$41,959.29
TOTAL:	\$366,946.02

	Analytics and Interfaces Modules
100%	Years 1-10 Due on Delivery

Breakout Pricing for Years 1-10 for Centerline AI:

Year 1	\$38,700.00
Year 2	\$38,700.00
Year 3	\$38,700.00
Year 4	\$38,700.00
Year 5	\$38,700.00
Year 6	\$39,861.00
Year 7	\$41,056.83
Year 8	\$42,288.54
Year 9	\$44,402.96
Year 10	\$46,623.11
TOTAL:	\$407,732.44

Recurring LRMS Costs

Year 1	\$60,180.00
Year 2	\$60,180.00
Year 3	\$60,180.00
Year 4	\$60,180.00
Year 5	\$60,180.00
Year 6	\$61,985.40
Year 7	\$63,844.96
Year 8	\$65,760.31
Year 9	\$69,048.33
Year 10	\$72,500.74
TOTAL:	\$634,039.74

Whitebox Special Terms:

- For the first year, Customer shall contact CentralSquare for assistance with support for the Whitebox-related Software. CentralSquare's Customer Support Team will contact Whitebox on behalf of Customer to provide any necessary support during this initial year. Upon Customer execution of a support agreement with Whitebox directly following the initial 12-month term, all support-related inquiries will be handled directly by Whitebox.
- Accordingly, beginning with Year 2, Annual Subscription Fees related to the Whitebox application(s) shall be paid directly to Whitebox after the first year of use.

Services:

	Implementation Services
20%	Due on Effective Date
20%	Due upon Completion of Records Enterprise Administration Review & Training Workshop
30%	Due upon completion of Validation and Readiness Workshop
20%	Due upon Go Live
10%	Due upon End of Reliability Period

*Delivery Date: For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined below in Exhibit A 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.

Subscription Access. If Customer is purchasing subscription software under this Sales Order, so long as Customer 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 Sales Order. Customer understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Sales Order. Upon termination of this Sales Order or any subscriptions, (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. Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Sales Order, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof. Upon request, and no more than once per year, Customer shall permit CentralSquare to audit Customer's use of the software to monitor compliance. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Sales Order, Customer shall be responsible for the prompt payment by Customer to CentralSquare of any underpayment.

Payment due in full 30 days from date of invoice. 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.

Master Agreement. This Sales Order shall be governed by the terms and conditions of the existing Agreement between the parties, more specifically described as CentralSquare Solutions Agreement, the governing agreement dated June 20, 2025 (the "Master Agreement"). NO OTHER TERMS OR CONDITIONS OF THE MASTER AGREEMENT ARE NEGATED OR CHANGED AS A RESULT OF THIS DOCUMENT, WITH THE EXCEPTION OF THE FOLLOWING AMENDMENT:

Special Amendment. Upon execution of this Sales Order, the Parties agree to the following revision to the Master Agreement:

1. **Replacement of Statement of Work ("SOW")** – the SOW as incorporated in the Master Agreement is hereby replaced in its entirety with the SOW attached to this Sales Order. Such replacement is intended to update the SOW as set forth therein (see Exhibit B below).

End User License Agreement. Software and Services for the products purchased under this Sales Order shall be governed by the End User License Agreement attached to this Sales Order as Appendix 1.

Purchase Order. Customer may provide CentralSquare 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 CentralSquare 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 CentralSquare in a timely fashion.

AI Use & Accuracy. The software provided under this Agreement may include access to artificial intelligence ("AI") features that generate outputs based on inputs. Customer acknowledges and agrees that:

- a) AI-generated outputs may be inaccurate, incomplete, or inappropriate, and should not be relied on as a sole source of truth or decision making;
- b) Users are responsible for reviewing and validating any AI-generated content before using it in any context;
- c) A human-in-the-loop (human is actively involved in reviewing, validating, or making decisions based on the output) approach is strongly recommended, and users agree to exercise appropriate judgment and oversight when using the software;
- d) CentralSquare makes no warranties or guarantees regarding the accuracy, reliability, or suitability of AI-generated outputs for any particular purpose;
- e) Use of the AI features is at Customer's own risk, and Customer agrees not to use the software in any manner that may cause harm or violate applicable laws or regulations.

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.

CentralSquare Technologies, LLC	City of Waukesha
1000 Business Center Drive Lake Mary, FL 32746	1901 Delafield St Waukesha, Wisconsin 53188
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:
	City of Waukesha
	By:
	Print Name:
	Print Title:
	Date Signed:

Exhibit A
Quote

Quote #: Q-239200

WHAT SOFTWARE IS INCLUDED?

ANALYTICS

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	CrimeView Analytics: Informative (3 years data) CST System Subscription	1	3,350.00	- 502.50	2,847.50
2.	CrimeView Analytics: Standard (3 years data) CST System Subscription	1	3,125.00	- 468.75	2,656.25
3.	Public Safety Citizen Reporting (RMS) Annual Subscription Fee	1	5,000.00	- 750.00	4,250.00

Analytics Software Subtotal 11,475.00 USD
Analytics Software Discount - 1,721.25 USD
Analytics Software Total 9,753.75 USD

CENTERLINE

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
4.	Centerline AI Platform Annual Subscription Fee	1	4,000.00	- 1,000.00	3,000.00
5.	Centerline AI User Annual Subscription Fee	136	350.00	- 11,900.00	35,700.00

Centerline Software Subtotal 51,600.00 USD
Centerline Software Discount - 12,900.00 USD
Centerline Software Total 38,700.00 USD

FTO

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
6.	Field Training Online (Stand-Alone)– Annual Subscription Fee	1	7,500.00	- 1,125.00	6,375.00

FTO Software Subtotal 7,500.00 USD
FTO Software Discount - 1,125.00 USD
FTO Software Total 6,375.00 USD

INTERFACES

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
7.	Standard Arrest Publisher (OP) Annual Subscription Fee	1	4,100.00	- 615.00	3,485.00
8.	Standard Citation Importer (OP) Annual Subscription Fee - Wisconsin Badger TraCS	1	5,100.00	- 765.00	4,335.00
9.	Standard Crash Publisher (OP) Annual Subscription Fee	1	4,100.00	- 615.00	3,485.00
10.	Standard PDF Report Publisher (OP) Annual Subscription Fee	1	4,100.00	- 615.00	3,485.00
11.	Standard WI eReferral Interface (OP) Annual Subscription Fee	1	4,600.00	- 690.00	3,910.00

Interfaces Software Subtotal	22,000.00 USD
Interfaces Software Discount	- 3,300.00 USD
Interfaces Software Total	18,700.00 USD

RMS

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
12.	Enterprise RMS Accident (OP) Annual Subscription Fee	1	5,600.00	- 840.00	4,760.00
13.	Enterprise RMS Concurrent User License (OP) Annual Subscription Fee	47	600.00	- 4,230.00	23,970.00
14.	Enterprise RMS Disaster Recovery System (OP) Annual Subscription Fee	1	1,700.00	- 255.00	1,445.00
15.	Enterprise RMS Evidence and Barcoding (OP) Annual Subscription Fee	1	5,600.00	- 840.00	4,760.00
16.	Enterprise RMS GIS (With CAD) (OP) Annual Subscription Fee	1	0.00		0.00
17.	Enterprise RMS NIBRS Module (OP) Annual Subscription	1	10,800.00	- 1,620.00	9,180.00
18.	Enterprise RMS Reporting Server License (OP) Annual Subscription Fee	1	1,100.00	- 165.00	935.00
19.	Enterprise RMS Server Software (OP) Annual Subscription Fee	1	15,100.00	- 2,265.00	12,835.00
20.	Enterprise RMS Test or Training System (OP) Annual Subscription Fee	1	1,700.00	- 255.00	1,445.00
21.	NCIC/State Software Enterprise RMS Concurrent User (OP) Annual Subscription Fee	5	200.00	- 150.00	850.00

RMS Software Subtotal	70,800.00 USD
RMS Software Discount	- 10,620.00 USD
RMS Software Total	60,180.00 USD

SOFTWARE SUMMARY

Software Subtotal	163,375.00 USD
Software Discount	- 29,666.25 USD
Software Total	133,708.75 USD

WHAT SERVICES ARE INCLUDED?

CENTERLINE

DESCRIPTION	TOTAL
1. Centerline AI Implementation Services - Fixed Fee	1,560.00

Centerline Services Total	1,560.00 USD
----------------------------------	--------------

ENGAGE PASSES

DESCRIPTION	TOTAL
2. CST Annual User Conference - Prepaid Registration Fee (per attendee)	10,990.00
Engage Passes Services Subtotal	10,990.00 USD
Engage Passes Services Discount	- 10,990.00 USD
Engage Passes Services Total	0.00 USD

- SERVICES

DESCRIPTION	TOTAL
3. Estimated Travel & Living Enterprise PSJ	36,800.00
4. Public Safety Consulting Services - Fixed Fee	72,150.00
5. Public Safety Development Services - Fixed Fee	50,700.00
6. Public Safety GIS/Analytics Services - Fixed Fee	37,830.00
7. Public Safety Project Management Services - Fixed Fee	57,135.00
8. Public Safety Technical Services - Fixed Fee	93,210.00
9. Public Safety Training Services - Fixed Fee	17,940.00
10. White Box Implementation Services - Fixed Fee - RMS Names Conversion, ART, and Stored Procedures for Message Switch Provider	236,624.00
Services Subtotal	602,389.00 USD
Services Discount	- 148,034.25 USD
Services Total	454,354.75 USD

SERVICES SUMMARY

Services Subtotal	614,939.00 USD
Services Discount	- 159,024.25 USD
Services Total	455,914.75 USD

QUOTE SUMMARY

Software Subtotal	163,375.00 USD
Services Subtotal	614,939.00 USD
Quote Subtotal	778,314.00 USD

Discount - 188,690.50 USD

Quote Total **589,623.50 USD**

Analytics and Interfaces Modules **366,946.02**

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR RMS SUBSCRIPTION TOTAL	60,180.00
FIRST YEAR CENTERLINE AI	38,700.00
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.

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 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:

EXHIBIT B

Statement of Work
(Attached)

Appendix 1

THIRD PARTY TERMS AND CONDITIONS