


**RENEWAL AND SECOND AMENDMENT TO THE AGREEMENT  
BETWEEN CITY OF BURLESON, TEXAS AND SUPERION, LLC, A  
CENTRALSQUARE TECHNOLOGIES, LLC COMPANY SOFTWARE  
LICENSE AND SERVICES AGREEMENT  
CONTRACT NO. 00002435**

This Renewal and Second Amendment between the City of Burleson, (the “City”) and Superion, LLC (formerly known as SunGuard Public Sector, Inc.), a CentralSquare Technologies, LLC company (the “Contractor”), executed this 1st day of October 2024, is made part of the original Agreement dated May 7, 2013, Contract No. 00002435 (the “original Agreement”) incorporated herein by reference. The City and Contractor hereby agree as follows:

1. **OPTION TO RENEW.** The parties hereby wish to renew the original Agreement for a term of two (2) years, and will automatically renew for additional successive one (1) year terms unless earlier terminated.
2. **PRICING.** The County and Contractor have agreed upon pricing as set forth in Attachment “A”.
3. **AMENDMENT.** The parties wish to amend Exhibit 1, Software Maintenance Supplement, Section 3. Term of the original Agreement as follows:
  - a. The Term is extended for two (2) years, after which it may be extended on a year-to-year basis, if mutually agreed upon by both parties in writing at least six (6) months prior to the end of the extended term.
4. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein and terms and conditions of the original agreement between the parties, dated December 20, 2009, and any amendments thereto, shall remain in full force and effect.
5. **CONFLICT PROVISIONS.** The terms, conditions, statements, requirements, or provisions contained in the First Amendment and Attachment A thereof shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statement, requirements or provisions contained in any other document or attachment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with renewals on the day of the year first written above.

SUPERION, LLC, a CentralSquare Company

DocuSigned by:  
  
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\_\_\_\_\_  
Stephen Castle

TITLE: Director, Renewals

CITY OF BURLESON, TEXAS

ATTEST:

By: \_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name and Title)

## ATTACHMENT "A"

### SOLUTIONS AGREEMENT/UPDATED PRICING/RENEWAL DOCUMENT

Burleson, TX		Renewal Period(s)	
Product: Product Name	Qty	12/28/2024 - 12/27/2025	12/28/2026 - 12/27/2027
Community Development: Advanced Premise Annual Subscription Fee	1	\$44,100.00	\$46,305.00
Code Compliance PA On Premise Subscription Fee		\$0.00	\$0.00
Community Development Mobile Option Annual Subscription Fee Premise		\$0.00	\$0.00
CRM PA On Premise Subscription Fee		\$0.00	\$0.00
Entity Management PA On Premise Subscription Fee		\$0.00	\$0.00
eTRAKIT Community Development Portal Annual Subscription Fee		\$0.00	\$0.00
Licensing PA On Premise Subscription Fee		\$0.00	\$0.00
Permitting PA On Premise Subscription Fee		\$0.00	\$0.00
Projects and Planning PA On Premise Subscription Fee		\$0.00	\$0.00
Land Management PA On Premise Subscription Fee		\$0.00	\$0.00
<b>Total</b>		<b>\$44,100.00</b>	<b>\$46,305.00</b>

**Payment Terms:**

**Subscriptions:**

- If applicable, Annual Subscription Fees are due on the Delivery Date, and annually thereafter on the anniversary of the Delivery Date.
- Annual Subscription Fees shall increase by 5% each year

The Annual Subscription Fees must be paid by the date listed above

**Invoice Terms:**

CentralSquare shall provide an invoice for the items in the schedule above no less than thirty (30) days prior to the due date.

**ANCILLARY FEES**

- a. Customer is responsible for paying all taxes relating to 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 CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
- b. To the extent allowable by law, if Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and if such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.