

**SUPERION, LLC SUPPORT SERVICES AGREEMENT
CONTRACT NO. SAFE-2259LG-00015149 REN2026-2027**

This Superior, LLC Support Services Agreement (“Agreement”) is entered into by and between **Superion, LLC (Superion)** a CentralSquare Technologies, LLC company with its principal place of business at: 1000 Business Center Drive, Lake Mary, Florida 32746;

and
**County of Santa Fe
(Customer),**
with its principal place of business at
102 Grant Avenue
Santa Fe, NM 87501

- 1. TERM.** The Initial Term of this Agreement shall be as provided below (“Initial Term”). Following the Initial Term, this Agreement can be renewed for successive one (1) year terms by payment of the then-current Annual Support Services Fee. Superion will invoice Customer when the Support Services Fees are due.

Renewal Order #: Q-252508
Start Date: July 1, 2026
End Date: June 30, 2027
Billing Frequency: Yearly
Subsidiary: Superion, LLC

Renewal Order prepared for:
Daniel Sanchez, IT Director
Santa Fe County
102 Grant Avenue
Santa Fe, New Mexico 87501
505-992-9888

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centalsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	AnalyticsNOW	1	1,450.71 USD
2.	Click2Gov Core Module Annual Maintenance Fee	1	2,786.47 USD
3.	Click2Gov ESS Annual Maintenance Fee	1	5,140.02 USD
4.	Modifications Annual Maintenance Fee	1	4,100.00 USD
5.	NaviLine Accounts Receivable-Annual Maintenance Fee	1	5,629.60 USD
6.	NaviLine Cash Receipts Lock Box Interface Annual Maintenance Fee	1	923.28 USD
7.	NaviLine Cash Receipts-Annual Maintenance Fee	1	3,614.97 USD
8.	NaviLine CIS Handheld Interface Annual Maintenance Fee	1	1,226.44 USD
9.	NaviLine Click2Gov3 Accounts Receivable & Loans Annual Maintenance Fee	1	586.80 USD
10.	NaviLine Click2Gov3 Customer Information System Annual Maintenance Fee	1	606.65 USD
11.	NaviLine Code Enforcement Annual Maintenance Fee	1	2,890.13 USD
12.	NaviLine Customer Information System Annual Maintenance Fee	1	7,318.63 USD
13.	NaviLine Document Management Services Annual Maintenance Fee	1	1,911.02 USD
14.	NaviLine Fixed Assets-Annual Maintenance Fee	1	3,709.09 USD
15.	NaviLine GMBA w/Extended Reporting Annual Maintenance Fee	1	15,580.18 USD

16.	NaviLine Human Resources Annual Maintenance Fee	1	8,058.35 USD
17.	NaviLine Land/Parcel Mgmt-Annual Maintenance Fee	1	5,949.69 USD
18.	NaviLine Payroll/Personnel-Annual Maintenance Fee	1	9,404.59 USD
19.	NaviLine Planning & Engineering Annual Maintenance Fee	1	18,197.30 USD
20.	NaviLine Purchasing/Inventory-Annual Maintenance Fee	1	9,319.87 USD
21.	NaviLine Tax Billing & Collections Annual Maintenance Fee	1	49,178.72 USD
22.	NaviLine Time & Attendance Interface-Generic Annual Maintenance Fee	1	3,605.56 USD
23.	NaviLine User Interface	1	0.00 USD
24.	NaviLine Web Enablement	1	869.09 USD
25.	Superion Fusion Proprietary	1	5,417.31 USD
Renewal Order Total:			167,474.47 USD

2. **SUPPORT SERVICES.** For so long as Customer has purchased Support Services and is current in its payments to Superion, Customer shall be entitled to receive, and Superion agrees to provide, the following services which are hereinafter referred to as “Support Services” for the Licensed Programs listed in Paragraph 1 hereof:

2.1 **Program Fix Service.** Customer shall promptly report to Superion any errors or defects in the Licensed Program’s which prevents the Licensed Programs from operating substantially in accordance with their documentation and shall further provide such information as may be required by Superion to replicate such errors or defects. Customer agrees to provide dial-in access to Customer’s computer in order for Superion to investigate reported errors or defects. Superion will address any such replicable errors or defects with an effort commensurate with their severity and will deliver to Customer a remedial release or workaround as it becomes available. In the event the problem Customer reported as an error or defect was in fact not in the Licensed Programs, then Customer shall pay Superion, at Superion’s then current list price therefore, for time spent, as a result of Customer’s report.

2.2 **Software Upgrades and Updates.** Customer shall receive, at no additional cost, updates to the Licensed Programs which are generally made available at no cost by Superion to customers who have purchased Support Services. Customer shall receive one original of any upgrade or update to the Licensed Programs delivered hereunder in electronic form or on media, according to the general form of distribution implemented by Superion. Customer agrees that any upgrades or updates provided by Superion shall be held by Customer upon all of the terms and shall be subject to all of the conditions contained in the license agreement granting Customer the right to use the Licensed Programs.

2.3 **Support.** During the Term Superion will provide to Customer Support Services in accordance with the Support Standards outlined in Exhibit 1, to include Maintenance actions, optimization, error correction, modifications, updates, correcting known Defects, improving performance, Enhancements, implementation of New Releases, general support efforts, and responding to incidents reported by Customer in accordance with the detailed Support Standards in Exhibit 1.

2.4 **Exclusions.** Support Services do not include on-site services nor Licensed Programs that are not at the latest release level or the level immediately prior to the latest release, or for which Customer has not installed all distributed corrective code, or Licensed Programs that have been modified or customized, or that have been damaged by negligence, misuse, use with inappropriate software or equipment or by other external causes.

3. **SUPPORT SERVICES FEES.**

3.1 Support Services Fees listed in Section 1 for Support Renewal terms will be billed annually. Payment terms are net 30 days. Customer agrees that should Support Services Fees not be paid timely Superion may bill late fees equal to one and one half (1.5%) percent per month on the unpaid balance.

3.2 Support Services Fees stated herein do not include sales (or equivalent) taxes. Taxes due, if any, will be added to Customer’s invoice.

3.3 Support Services Fees are not refundable in whole or in part, except in the event of Customer’s termination for cause as provided in Paragraph 9.3 hereof.

4. **MODIFICATION MAINTENANCE SERVICES.** For so long as Customer has purchased Modification Maintenance Services and is current in its payments to Superior under this Agreement, Customer shall be entitled to receive, and Superior agrees to provide, the following service:
 - 4.1 **Modified Program Compatibility.** For each non-Licensed Program in library Superior MOD that was written by Superior or any Licensed Program that has had custom modifications performed by Superior at the customer's request, Superior will perform all necessary programming to ensure that the program is compatible with each new software release, version, or Program Temporary Fix made available by Superior.
5. **MODIFICATION MAINTENANCE FEES.**
 - 5.1 Modification Maintenance Fees are determined on an annual basis. This determination is based upon the number of modified programs prior to each renewal period multiplied by the then current rate charged per program.
 - 5.2 Modification Maintenance Fees are not refundable in whole or in part.
6. **WARRANTIES AND REMEDIES.** Superior warrants that the Support Services provided under this Agreement shall be performed professionally, in a workmanlike manner and by employees with appropriate skills and expertise. Except as provided in this paragraph, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, IN THE EVENT HTE BREACHES THIS WARRANTY, IS TO TERMINATE THIS AGREEMENT PURSUANT TO THE TERMS OF PARAGRAPH 11 BELOW.
7. **LIMITATION OF LIABILITY.** Superior's liability to Customer for any losses or damages, whether direct or indirect, arising out of this Agreement, shall not exceed the Support Services Fees paid for the Initial Term or Renewal Term then in effect. In no event shall Superior be liable for any indirect, special, or consequential damages, or economic loss in connection with, or arising out of, this Agreement.
8. **TERMINATION.** This Agreement may be terminated as follows:
 - 8.1 Upon Customer's failure to renew this Agreement at the expiration of the Initial Term or any Renewal Term.
 - 8.2 By Superior, if Customer fails to pay Support Services Fees on or before the due date, then this Agreement shall terminate if non-payment continues for more than ten (10) days after receipt of notice in writing from Superior to Customer of such non-payment setting forth the sum then due and how such sum was determined.
 - 8.3 Except as provided in Paragraph 11.2 hereof, by the non-breaching party, in the event this Agreement is breached by a party and that party fails to cure the breach within thirty (30) days after having been given written notice thereof.
 - 8.4 If Customer terminates this Agreement and subsequently desires to reinstate Support Services, Superior's then-current policy, regarding reinstatement, shall apply.
9. **GENERAL TERMS. Choice of Law/Dispute Resolution.** This Agreement shall be governed by laws of the State of New Mexico. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations, then either party may commence legal action against the other. Each party hereto agrees to submit to the personal jurisdiction and venue of the State of New Mexico for resolution of all disputes in connection with this Agreement.

10. **APPROPRIATION OF FUNDS.**

Customer believes that sufficient funds can be obtained to pay all amounts due to Superior throughout the term of this Agreement and hereby covenants and agrees that it will make appropriate requests for budget appropriations for the fiscal years in amounts as specified in this Schedule A. Customer further agrees that said funds, once appropriated, will be maintained and expended for the expressed purpose of acquiring from Superior the license and support services set forth in this Schedule A.

In the event sufficient funds are not appropriated, budgeted or are otherwise legally unavailable, Customer shall immediately notify Superior in writing of such occurrence and Superior will respond with an amendment that this Agreement, or the appropriate executory portions thereof, is terminated. Should there be any premature termination of this Agreement, Customer shall be responsible to pay a) for any services delivered by Superior prior to the notice and b) for all software which has been delivered and accepted. Superior shall not be obligated to provide any services for which payment has not been appropriated.

Binding Agreement. The individual signing this Agreement for Customer warrants that he/she has been duly authorized to bind Customer to all rights, duties, remedies, obligations, and responsibilities hereunder and that the Agreement is a valid and binding obligation of Customer.

Assignment. This Agreement and the rights, title, and interest herein, may not be assigned or transferred by Customer without the prior written consent of Superior, which consent may be withheld. Superior may assign its rights, title, and interest herein by providing prior written notice to Customer.

Successors Bound. The terms and conditions of this Agreement shall extend and inure to the benefit and be binding on the respective successors and permitted assigns of Customer and Superior.

Force Majeure. Neither party shall be held responsible for failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control.

Severability. If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Notices. Any notice provided for herein shall be in writing and sent by registered or certified mail, postage prepaid, addressed to the party for which it is intended at the address set forth on the first page of the Agreement or to such other address as either party shall from time to time indicate in writing. Any notice given pursuant to this paragraph shall be deemed given when received or five (5) calendar days from the date of the mailing, whichever occurs first.

Headings. Numbered topical headings, articles, paragraphs, subparagraphs, or titles in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms hereof.

Non-Hiring Statement. During the term of this Agreement and for a period of twenty-four (24) months after the termination of this Agreement, the Customer may not offer to hire or in any way employ or compensate any of the employees of Superior or persons who have been employed by Superior within the immediate past twenty-four (24) months without prior written consent of Superior.

Non-waiver. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to Support Services, and there are no representations, conditions, warranties, or collateral agreements, expressed or implied, statutory or otherwise, with respect to this Agreement other than as contained herein. This Agreement supersedes all previous communications, representations, or agreements, either written or oral, between the parties. This Agreement may not be modified or supplemented in any way except by written agreement signed by persons authorized to sign agreements on behalf of Customer and of Superior. Preprinted conditions which vary from the terms and conditions herein, and which are contained in any purchase order or other document submitted hereafter by Customer, are of no force or effect.

The parties, each acting with due authority, have executed this Agreement by setting forth their respective signatures:

COUNTY OF SANTA FE, NM



Authorized Signature


Gregory S. Shaffer, County Manager

Print Name & Title

6/14/2026

Date

SUPERION, LLC

Signed by:

E818DZA918A04D2...

Authorized Signature

Steve Castle

Director, Renewals

Print Name & Title

4/16/2026

Date

Exhibit 1 Solution Support Standards

I. Support Hours: Hours During Which Superior’s Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance: Unless otherwise noted in the Order as to Support Type, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer’s Local Time within the continental United States, excluding holidays (“5x9”).

II. Targeted Response Times.

“Notification” means a communication to Superior’s help desk by means of: (i) Superior’s web helpline; or (ii) the placement of a telephone call.

III. Support Terms.

Beginning on the Execution Date and continuing for twelve (12) months thereafter (“**Initial Support Term**”), Superior shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a (“**Renewal Support Term**”). This renewal will continue until termination of this Agreement provided that, Superior shall not give notice of termination if it would be effective prior to a period equal to two times the Agreement’s Initial Support Term.

With respect to Superior’s support obligations, Superior will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Solution identified in the Order in accordance with the following guidelines with the time period to be measured beginning with the first applicable Superior “Telephone Support” hour occurring after Superior’s receipt of the Notification:

Priority	Description	Response Goal	Resolution Goal
Urgent 1	A support issue shall be considered Urgent when it produces a Total System Failure; meaning Superior’s Solution is not performing a process that has caused a complete work stoppage.	Within 60 minutes of the issue being reported and a resolution planned within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, Superior has a stated goal to resolve an urgent issue within 24 hours or provide a resolution plan with urgent issues within 24 hours of being reported. A resolution plan will detail the steps necessary to understand and possibly resolve the issue.
Critical 2	A support issue shall be considered Critical when a critical failure in operations occurs; meaning Superior’s Solution is not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Within two hours of the issue being reported and a resolution planned within five (5) days.	
Non-Critical 3	A support issue shall be considered Non-Critical when a non-critical failure in operations occurs; meaning Superior’s Solution is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Within four hours of the issue being reported.	
Minor 4	A support issue will be considered Minor when the issue causes minor disruptions in the way tasks are performed but, does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Within 24 hours of the issue being reported.	

Response timing is measured from the moment a Case number is created. As used herein a “Case number” is created when a) Superior’s support representative has been directly contacted by Customer either by phone, in person, or through Superior’s online support portal, and b) when Superior’s support representative assigns a case number and conveys that case number to the Customer. Customer must provide remote access to its facility using a Superior approved remote access client so that Superior can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for Superior staff and each session participant.