

EXHIBIT 2



Quote prepared on:
February 17, 2023

Quote prepared by:
Christian Pekarek
christian.pekarek@centralsquare.com

Quote #: Q-127619
Primary Quoted Solution: PSJ Enterprise
Quote expires on: May 18, 2023

Quote prepared for:
Susan Farley
Santa Barbara County Sheriff's Office
PO Box 6427
Santa Barbara, CA 93160-6427
805-692-5730

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

| | PRODUCT NAME | QUANTITY | UNIT PRICE | TOTAL |
|----|--|----------|-----------------------|---------------------|
| 1. | Field Ops (CL) Annual Subscription Fee | 22 | 120.00 | 2,640.00 |
| | | | Software Total | 2,640.00 USD |

QUOTE SUMMARY

Software Subtotal 2,640.00 USD

Quote Subtotal 2,640.00 USD

Quote Total **2,640.00 USD**

WHAT ARE THE RECURRING FEES?

| TYPE | AMOUNT |
|-------------------------------|----------|
| FIRST YEAR MAINTENANCE TOTAL | 0.00 |
| FIRST YEAR SUBSCRIPTION TOTAL | 2,640.00 |

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.

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.

PAYMENT TERMS

License Fees & Annual Subscriptions

- 100% Due Upon Contract Execution

Contract Startup

- 100% Due Upon Contract Execution
-



Quote prepared on:
February 17, 2023

Quote prepared by:
Christian Pekarek
christian.pekarek@centralsquare.com

Hardware & Third-Party Software

- 100% Due Upon Contract Execution

Services

- Fixed Fee: 100% Due Upon Completion
- Time & Material: Due as Incurred
- Services Bundle: Fixed Fee, 100% Due Contract Execution

Third-Party Services

- Fixed Fee: 50% Due Upon Contract Execution; 50% Due Upon Completion

Travel & Living Expenses

- Due as Incurred

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: _____

Santa Barbara County Sheriff's Office

Signature: 

Name: BILL BROWN

Date: 3/24/23

Title: SHERIFF



Quote prepared on:
February 17, 2023

Quote prepared by:
Christian Pekarek
christian.pekarek@centralsquare.com

Terms and Conditions for Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer has purchased subscription based software previously and is purchasing additional subscription priced software under this Agreement. So long as Client 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. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Agreement.

Annual subscription fees are invoiced upon execution and shall be invoiced on an annual basis thereafter, subject to increase at 5% year over year.

2. **Termination of Access Rights.** Upon termination or expiration, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination or expiration; (ii) Customer's right to the accessed software granted 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.
3. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of access, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the Software to monitor compliance no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.