RESOLUTION NO. _37-23_
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER _Mark Engert_ ON THE _3rd_
DAY OF _April_, 2023.

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A CENTRALSQUARE SOLUTIONS
AGREEMENT, A SOFTWARE LICENSE AND SERVICE
AGREEMENT, AND A COMMUNITY DATA PLATFORM
MEMBERSHIP PROGRAM AGREEMENT WITH
CENTRALSQUARE TECHNOLOGIES, LLC, FOR THE
PURCHASE OF A CAD AND RMS SYSTEM FOR THE
CENTERVILLE POLICE DEPARTMENT.**

WHEREAS, the City of Centerville had budgeted for the purchase of a new CAD and RMS system for the police department (the "Project"); and

WHEREAS, the City had contracted with a public safety consultant to guide it through the bidding, system procurement and contact negotiations for the Project; and

WHEREAS, following a formal bidding process and thorough evaluation of three vendors and their products, the City determined that CentralSquare Technologies has demonstrated the ability to accomplish the Project; and
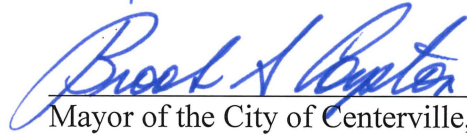
WHEREAS, the total six-year cost for all necessary equipment, software, training, and maintenance is $816,043.13 ($257,724.48 upon successful implementation, $111,663.73 annually in years 2-6).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO, AS FOLLOWS:

Section 1. The City hereby agrees to enter into a CentralSquare Solutions Agreement,a Software License and Service Agreement, and a Community Data Platform Membership Program Agreement with CentralSquare Technologies, LLC for the Project; and the City Manager is hereby authorized to execute the Agreements attached hereto as Exhibits "A", "B", and "C" and all incorporated herein on behalf of the City of Centerville.

Section 2. This Resolution shall be in full force and effect at the earliest date allowed by law.

PASSED THIS 3rd day of April, 2023.

_____
Mayor of the City of Centerville, Ohio

ATTEST:

_____
Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 37-23, passed by the Council of the City of Centerville, Ohio on the 3rd day of April, 2023.

_____
Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC**, a Delaware Limited Liability Company with its principal place of business in Lake Mary, FL ("**CentralSquare**") and the **City of Centerville, an Ohio municipal corporation** (for the benefit of and use by the Centerville Police Department) ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	City of Centerville
1000 Business Center Dr. Lake Mary, FL 32746	155 West Spring Valley Pike Centerville, OH 45458
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:
	Approved as to form: _____ Scott A. Liberman, Municipal Attorney

1. **Solution: UNIFY**

2. **Term.**

   2.1. Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) years from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

   2.2. Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").

   2.3. Non-Renewal. Either party may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party six (6) months prior to the expiration of the current contract term.

3. **Fees**. In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit B (the "**Pricing and Payment Terms**").

4. **Definitions**. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

   4.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

   4.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

4.3. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Solutions has been purchased.

4.4. "**Baseline**" means the version of a Solution updated to the particular time in question through CentralSquare's warranty services and maintenance, but without any other modification whatsoever.

4.5. "**Component System**" means any one of the Solutions identified in Exhibit B, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.

4.6. "**Confidential Information**" means the Software and Customizations in any embodiment, and either party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, and any information exchanged by the parties that is clearly marked with a confidential, private or proprietary legend.

4.7. "**Customer Data**" means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.

4.8. "**Custom Modification**" means a change that CentralSquare has made at Customer's request to any Component System in accordance with a CentralSquare -generated specification, but without any other changes whatsoever by any Person.

4.9. "**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.

4.10. "**Defect**" means a material deviation between the Baseline Solution and its Documentation, for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the CentralSquare generated specification and documentation for such Custom Modification, and for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.

4.11. "**Documentation**" means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

4.12. "**Enhancements**" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

4.13. "**Harmful Code**" means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement.

4.14. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

4.15. "**Maintenance**" means optimization, error correction, modifications, and updates to CentralSquare Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit A ("**Support & Maintenance**").

4.16. "**New Releases**" means new editions of a Baseline Component System or Custom Modification.

4.17. "**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

4.18. "**Personal Information**" means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

4.19. "**Professional Services**" means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.

4.20. "**Representatives**" means, with respect to a Party, that Party's employees, officers, directors, agents, subcontractors, and legal advisors.

4.21. "**CentralSquare Personnel**" means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of CentralSquare.

4.22. "**Solutions**" means the Component Systems, Documentation, Custom Modifications, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.

4.23. "**CentralSquare Systems**" means the information technology infrastructure used by or on behalf of CentralSquare to deliver Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.

4.24. "**Support Services**" means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit A.

4.25. "**Third-Party Materials**" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

5. **License, Access & Services and Audit.**

5.1. License Grant. Subject to and conditioned on the payment of Fees and compliance with all other terms and conditions of this Agreement, CentralSquare hereby grants to Customer a non-exclusive, non-sublicensable, and non-transferable license to the current version of the Solution(s) outlined in Exhibit B at the time of this Agreement's execution.

5.2. Access and Scope of Use. Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, CentralSquare hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use. CentralSquare shall deliver to Customer the initial copies of the Solutions outlined in Exhibit B by (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. Physical shipment is on FOB- CentralSquare's shipping point, and electronic delivery is deemed effective at the time CentralSquare provides Customer with access to download the Solutions. The date of such delivery shall be referred to as the "**Delivery Date**."

5.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.

5.4. Audit. Customer shall maintain for a reasonable period of time, but not less than three (3) years after expiration or termination of this Agreement, the systems, books, and records necessary to accurately reflect compliance with software licenses and the use thereof under this Agreement. 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 such systems, books, and records for the purpose of verifying such licensed use the performance of such obligations and amounts. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance with software licenses.

5.5. Service and System Control. Except as otherwise expressly provided in this Agreement:

5.5.1. CentralSquare has and will retain sole control over the operation, provision, maintenance, and management of the Solutions; and

5.5.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Solutions, and conclusions, decisions, or actions based on such use.

5.6. Limitations. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including, if required by CentralSquare, remote access to the Customer Systems. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer delay or Customer's failure to perform any obligations under this Agreement.

5.7. Exceptions. CentralSquare has no obligation to provide Support Services relating to any Defect with the Solutions that, in whole or in part, arise out of or result from any of the following:

5.7.1. software, or media on which provided, that is modified or damaged by Customer or third-party;

5.7.2. any operation or use of, or other activity relating to, the Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;

5.7.3. any negligence, abuse, misapplication, or misuse of the Solution other than by CentralSquare personnel, including any Customer use of the Solution other than as specified in the Documentation or expressly authorized in writing by CentralSquare;

5.7.4. any Customer's failure to promptly install any New Releases that CentralSquare has previously made available to Customer;

5.7.5. the operation of, or access to, Customer's or a third-party's system, materials or network;

5.7.6. any relocation of the Solution other than by CentralSquare personnel;

5.7.7. any beta software, software that CentralSquare makes available for testing or demonstration purposes, temporary software modules, or software for which CentralSquare does not receive a fee;

5.7.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).

5.8. Reservation of Rights. Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Professional Services, Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.

5.9. Changes. CentralSquare reserves the right, with reasonable notice to and consent from Customer, with said consent not to be unreasonably withheld, to make any changes to the Support Services and Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of CentralSquare's services to its customers, the competitive strength of or market for CentralSquare's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either Party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective

unless and until memorialized in either a CentralSquare issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.

5.10. <u>Subcontractors</u>. CentralSquare may from time to time in its discretion, but with notice to Customer, engage third parties to perform Professional Services or Support Services (each, a "**Subcontractor**").

5.11. <u>Security Measures</u>. The Solution may contain technological measures designed to prevent unauthorized or illegal use of the Solution. Customer acknowledges and agrees that: (a) CentralSquare may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce CentralSquare's rights, including all Intellectual Property Rights, in and to the Solution; (b) CentralSquare may deny any individual access to and/or use of the Solution if CentralSquare , in its reasonable discretion, believes that person's use of the Solution would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) CentralSquare may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Solutions.

6. **Use Restrictions.** Customer shall not, and shall not permit any other Person to, access or use the Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

6.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

6.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;

6.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;

6.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;

6.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;

6.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;

6.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;

6.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted under this Section.

7. <u>**Customer Obligations**</u>.

7.1. <u>Customer Systems and Cooperation</u>. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under and in connection with this Agreement.

7.2. <u>Effect of Customer Failure or Delay</u>. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

7.3. <u>Corrective Action and Notice</u>. If Customer becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any

data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

8. **Professional Services**.

   8.1. <u>Compliance with Customer Policies</u>. While CentralSquare Personnel are performing services at Customer's site, CentralSquare will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance. Customer shall promptly reimburse CentralSquare for any out-of-pocket costs incurred in complying with such procedures and policies.

   8.2. <u>Contributed Material</u>. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.

9. <u>**Confidentiality**</u>.

   9.1 Defined. Information that is conveyed orally shall be designated as confidential at the time of disclosure and shall be reduced to writing within ten (10) business days. Notwithstanding any provision in this Section 9, Customer specifically acknowledges that the Software, including without limitation the database architecture and sequence and Documentation, comprise Confidential Information and know-how that are the exclusive property of CentralSquare.

   9.2 Nondisclosure. The parties agree, unless otherwise provided in this Agreement or required by law, including but not limited to Ohio's Public Records Act, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. The recipient shall protect the Confidential Information from disclosure by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination or publication by its employees or agents. Customer further agrees that it will not allow any form or variation of the Software to enter the public domain. Both parties acknowledge that any breach of its obligations with respect to Confidential Information may cause the other irreparable injury for which there are inadequate remedies at law and that the non-disclosing party shall be entitled to equitable relief in addition to all other remedies available to it. Customer shall not disclose the results of any performance or functionality tests of the Software to any third party without CentralSquare's prior written approval.

   9.3 Exceptions. A party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

10. **Security**.

    10.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.

    10.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

    10.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and

Intellectual Property Rights of CentralSquare in the Solutions and Documentation, and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

11. **Personal Data**. If CentralSquare processes or otherwise has access to any personal data or personal information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

11.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);

11.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and

11.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and

11.4. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

12. **Representations and Warranties**.

12.1. <u>LIMITED WARRANTY</u>. CentralSquare warrants that it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement. CentralSquare further warrants and represents that the CentralSquare Software does not contain any "back door", "time bomb", "Trojan horse", "worm", "drop dead device" or other program routine or hardware device inserted and intended by CentralSquare to provide a means of unauthorized access to, or a means of disabling or erasing any computer program or data, or otherwise disabling the CentralSquare Software. Nothing herein shall be deemed to constitute a warranty against viruses. The provisions of section and its subsections below, shall constitute the agreement of the Parties with respect to viruses. Customer's sole remedy with respect to the foregoing warranty shall be to receive an Update to the CentralSquare Software that does not contain any of the above-described routines or devices.

12.2. **<u>DISCLAIMER OF WARRANTY</u>. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.**

13. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

> If to
> CentralSquare :
> **CentralSquare Technologies, LLC**
> **1000 Business Center Drive**
> **Lake Mary, FL 32746**
> **Phone: 407-304-3235** email: info@CentralSquare .com
> **Attention: Senior Counsel / Contracts Department**

> If to Customer:
> **City of Centerville**
> **155 West Spring Valley Pike**
> **Centerville, OH 45458**
> **Phone:** **email:**
> **Attention:**

14. **Force Majeure.** Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of Equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

15. **Indemnification**.

   15.1. <u>CentralSquare Indemnification</u>. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

   15.2. <u>Customer Indemnification</u>. If a claim, lawsuit or liability results from or is contributed to by the actions or omissions of CentralSquare, or its employees, agents or contractors, Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

   15.3. <u>Sole Remedy</u>. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND CENTRALSQUARE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND SOLUTIONS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.

16. **Termination.** This Agreement may be terminated:

   16.1. For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

   16.2. For lack of payment by written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.

17. **Effect of Termination or Expiration**. On the expiration or earlier termination of this Agreement:

17.1. Upon the expiration or earlier termination of this Agreement, each Party shall continue to hold such Confidential Information in confidence pursuant to Section 9; and

17.2. Upon the expiration of this Agreement, each Party shall pay to the other all amounts accrued prior to and through the date of termination of this Agreement.

18. **Assignment**. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder, as evidenced by an express written assumption of the obligations hereunder by the assignee.

19. **Dispute Resolution.**

19.1. Exclusive Dispute Resolution Mechanism. The Parties agree to resolve any dispute, controversy, or claim arising out of or relating to this Agreement (each, a "Dispute"), exclusively under the provisions of this Section. Either Party may seek relief in any court of competent jurisdiction if necessary, to protect the rights or property of that Party.

19.2. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the parties agree to undertake good faith negotiation between themselves to resolve the Dispute. Each Party shall be responsible for its associated travel costs. The parties agree to attend no fewer than three negotiation sessions attended by Vice Presidents of each Party (or employees of equivalent or superior position).

19.3. Escalation to Mediation. If the Parties cannot resolve any Dispute during the good faith negotiations either Party must initiate mediation under Section 19.4.

19.4. Mediation. Subject to Sections 19.2 and 19.3, the Parties may escalate a Dispute to a mutually agreed to mediator located in Montgomery County, Ohio. Parties agree to act in good faith in selecting a neutral mediator and in scheduling the mediation proceedings. The parties agree to use commercially reasonable efforts in participating in the mediation. The parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation will be shared equally between the parties. The parties shall bear their own fees, expenses, and costs.

19.5. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

19.6. Litigation or Arbitration as a Final Resort. If the Parties cannot resolve a Dispute through mediation, then once an impasse is issued by the mediator either Party must commence litigation.

19.7. OMIT..

19.8. OMIT.

20. **Waiver/Severability**. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

21. **LIABILITY.** NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:

21.1. NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND

21.2. CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED (I) THE AMOUNT OF THE FEES PAID FOR THE PORTION OF THE SYSTEM GIVING RISE TO SUCH CLAIMS IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS; OR (II) FOR CLAIMS ARISING UNDER ANNUAL MAINTENANCE, THE AMOUNT OF THE MAINTENANCE FEES PAID FOR THE TERM IN WHICH THE CLAIM ARISES.

22. **Third-Party Materials.** CentralSquare may from time to time, in its discretion and with the consent of Customer engage third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for third parties, but these third parties assume all responsibility and liability in connection with the third-party software, equipment, or related services. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, excepting specifically that CentralSquare is authorized to represent third-party fees in the Agreement and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing any third-party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement (EULA) or similar agreement provided by the Third-Party Materials provider. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.

23. **Entire Agreement**. This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof. This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.

24. **No Third-Party Beneficiaries**. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

25. **Counterparts**. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. This Amendment shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means including, without limitation, Docusign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).

26. **Material Adverse Change**. If any Law, Regulatory Approval, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.

27. **Cooperative Purchases.** This Contract may be used by other government agencies. CentralSquare has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between CentralSquare and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

28. **Order of Precedence**.

28.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:

28.1.1. The main body of this Agreement and any associated amendments or change orders.

28.1.2. The attached Exhibits to this Agreement.

28.1.3. Purchase Orders placed with CentralSquare in accordance with this Agreement.

Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force and effect, whether referenced or not in any document in relation to this Agreement.

28.2. Incorporated Exhibits to this Agreement:

Exhibit A - Support & Maintenance

Exhibit B – Pricing & Payment Terms

Exhibit C- Statement of Work

Exhibit D – UNIFY Standard Implementation Documentation

EXHIBIT A

SUPPORT & MAINTENANCE

This Support & Maintenance Exhibit describes the terms and conditions relating to technical support that CentralSquare will provide to Client during the Term of the Agreement.

1. **Product Updates and Releases**

   1.1. <u>Updates.</u> From time to time, CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Client is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Client with the Update and related Documentation.

   1.2. <u>Releases.</u> Client shall promptly agree to install and/or use any Release provided by CentralSquare to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. **Telephone Support & Support Portal**

   2.1. **Hours.** CentralSquare shall provide to Client, Monday through Friday, 7:30 A.M. to 8:30 P.M. (Eastern Time) toll-free phone number (800-987-0911), excluding holidays. CentralSquare shall provide to Client, during the Support Hours, commercially reasonable efforts in solving errors reported by the Client as well as making available an online support portal. Client shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. This support shall be provided by CentralSquare at Client location(s) if and when CentralSquare and Client agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Software or an act or omission of CentralSquare, then Client shall pay for CentralSquare's investigation and related services at CentralSquare's standard professional services rates. Client must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Amendment, including remote access to the Specified Configuration.

   2.2. **Urgent and Critical Priority Telephone Assistance after Normal Customer Service Hours**. After Normal CentralSquare Customer Service Hours, emergency support for will be answered by our emergency paging service. When connected to the service, the Client shall provide his or her name, organization name, call-back number where the Customer Service Representative may reach the calling party, and a brief description of the problem (including, if applicable, the information that causes the issue to be a Critical Priority Problem).

3. **Website Support**
   Online support is available 24 hours per day, offering Client the ability to resolve its own problems with access to CentralSquare's most current information. Client will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Client to: (i) search an up-to-date knowledge base

of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. Exclusions from Technical Support Services

CentralSquare shall have no support obligations with respect to any third-party hardware or software product ("Nonqualified Product"). If Client requests support services for a problem that CentralSquare reasonably believes was caused or exacerbated by a Nonqualified Product, CentralSquare shall provide notice thereof to Client along with a quoted price for the support services; Client must approve the incurrence of such charges in writing prior to CentralSquare rendering the services. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. Client Responsibilities

In connection with CentralSquare's provision of technical support as described herein, Client acknowledges that Client has the responsibility to do each of the following:

5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high speed connection and remote connectivity.

5.2 Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;

5.3 Maintain the designated computer system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;

5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;

5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;

5.6 At all times follow routine operator procedures as specified in the Documentation or any policies of CentralSquare posted on the CentralSquare website following notice from CentralSquare to Client;

5.7 Client shall remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information; and

5.8 Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

6. Security:

6.1 CentralSquare maintains a Security program for security managing access to Client data – particularly HIPAA and CJIS information. This includes 1) a Pre-employment background

check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

6.2 If required by the Client, CentralSquare will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the CentralSquare staff's job assignment. If the Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Client's site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare Offices. This provision will apply during the duration of this Agreement.

7. <u>Priorities and Support Response Matrix:</u> The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Support & Maintenance Exhibit. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

Priority	Issue Definition	Response Time
Priority 1 – Urgent	The applicable server is down, and all workstations will not launch or function; the Client is experiencing complete interruption of ability to do perform queries. This means that one or more CentralSquare server components are down or inaccessible, disabling all usability of Client's workstations.	Priority 1 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative but not longer than five (5) minutes.
Priority 2 – Critical	A high-impact problem that disrupts the customer's operation but there is capacity to remain productive and maintain necessary business level operations.	Priority 2 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative but not longer than five (5) minutes.

Priority 3 – Non-Critical	A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of user workflow but does not significantly impact their job function.	Priority 3 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative but not longer than five (5) minutes. Non-Critical Priority 3 issues may also be reported via Https://support.centralsquare.com/s/contrac-us
Priority 4 – Minor	Cosmetic or documentation errors, including Client technical questions or usability questions.	Priority 4 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative but not longer than five (5) minutes. Minor Priority 4 issues may also be reported via Https://support.centralsquare.com/s/contrac-us

8. **Exceptions.** CentralSquare shall not be responsible for failure to carry out its service and maintenance obligations under this Amendment if the failure is caused by adverse impact due to:

8.1. defectiveness of the Client's environment, Client's systems, or due to Client corrupt, incomplete, or inaccurate data reported to the Software, or documented Defect.

8.2. denial of reasonable access to Client's system or premises preventing CentralSquare from addressing the issue.

8.3. material changes made to the usage of the Software by Client where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Client or its subcontractors, of communications links necessary to the proper performance of the Software.

8.4. a force majeure event, or the negligence, intentional acts, or omissions of Client or its agents.

9. **Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production System.	CentralSquare will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system. CentralSquare will resolve the issue as soon as possible and not later than twelve (12) hours after notification.
Priority 2 – Critical	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production System.	CentralSquare will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume normal operations on the production System. CentralSquare will resolve the issue as soon as possible and not later than thirty-six (36) hours after notification.
Priority 3 – Non - Critical	CentralSquare will provide a procedural or configuration workaround that allows the Client to resolve the problem.	CentralSquare will work to provide the Client with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Client and CentralSquare's User base. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.

10. **Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide non-production environment(s) during Client business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.

   10.1.   <u>Maintenance</u>. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above for regular System Maintenance.

   10.2.   <u>Incidents and service requests</u>. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled similar to production service requests.

11. **Training.** Outside the scope of training services purchased, if any, Client is responsible for the training and organization of its staff in the operation of the Software.

12. Development Work. The Support Standards do not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all Intellectual Property Rights in development work performed and Client may request consulting and development work from CentralSquare as a separate billable service.

EXHIBIT B

Pricing and Payment Terms

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	CAD-to-CAD Unify (Cloud) Annual Subscription Fee	1	14,950.00	- 2,242.50	12,707.50

	Software Subtotal	14,950.00 USD
	Discount	- 2,242.50 USD
	Software Total	12,707.50 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	PSJ Cloud Startup Fee	10,000.00
2.	Public Safety Consulting Services - Fixed Fee	7,800.00
3.	Public Safety Project Management Services - Fixed Fee	3,510.00
4.	Public Safety Technical Services - Fixed Fee	4,680.00
5.	Public Safety Training Services - Fixed Fee	3,120.00

	Services Total	29,110.00 USD

QUOTE SUMMARY

	Software Subtotal	14,950.00 USD
	Services Subtotal	29,110.00 USD
	Quote Subtotal	44,060.00 USD
	Discount	- 2,242.50 USD

	Quote Total	**41,817.50 USD**

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR SUBSCRIPTION TOTAL (INCLUDES MAINTENANCE)	12,707.50
SECOND YEAR SUBSCRIPTION TOTAL (INCLUDES MAINTENANCE)	12,707.50
THIRD YEAR SUBSCRIPTION TOTAL (INCLUDES MAINTENANCE)	12,707.50
FOURTH YEAR SUBSCRIPTION TOTAL (INCLUDES MAINTENANCE)	12,707.50
FIFTH YEAR SUBSCRIPTION TOTAL (INCLUDES MAINTENANCE)	12,707.50

Payment Schedule

The total amount of this contract is **$41,817.50**.

The amounts due under this contract are as follows:

Services – upon execution	50%
Services – upon completion	50%
Annual Subscription Fee – due upon delivery (first available access to the Hub)	100%

CentralSquare shall deliver to Customer an invoice: (a) within thirty (30) days of completion of the corresponding milestone as evidenced above; and (b) thirty (30) days prior to each Anniversary Date for each annual Subscription Fee. All payments are due within thirty (30) days of receipt of any invoice. In the event of a disputed invoice, Customer shall pay the entire non-disputed portion of any such invoice.

After the fourth anniversary of Go Live, the annual subscription fee shall increase by an amount not to exceed 5%.

The remittance address for payments only is:
CentralSquare Technologies
12709 Collection Center Drive
Chicago, IL 60693

EXHIBIT C

STATEMENT OF WORK

This Statement of Work (SOW) is attached to and subject to the terms and conditions of the Software License and Services Agreement (Agreement) entered into on _____ between CentralSquare and Centerville Police, OH, hereafter referred to as Centerville Police. Any reference to "Client" in this SOW refers to Centerville Police. Throughout this SOW, reference to Centerville Police is used when there are responsibilities specific to Centerville Police which need to be performed. The signature page must be executed by an authorized representative of CentralSquare and Centerville Police for this SOW to be binding.

Where dependencies exist between Centerville Police and other agency members of this implementation, Centerville Police will facilitate involvement of its members to achieve the deliverables of this SOW.

1.0   Solution Overview

This SOW is entered into between CentralSquare and Centerville Police. CentralSquare is the leading provider of CAD-to-CAD interoperability. This patented interoperability system utilizes an intelligent hub design to enable CAD systems to communicate with one or more other CAD systems.

At the completion of this SOW, Centerville Police-area PSAPs on the hub will be able to send emergency incident related data electronically to the hub, and see shared data if permission set allows, using CentralSquare's Portal software. The scope includes adding a new Hub for the Centerville Police. These CAD systems will be integrated using the CAD-to-CAD hub product to enable sharing of incidents, unit updates, and unit locations, if the connection is bidirectional; if one-direction, the CAD system will either send data to the hub or receive information from the hub. A table outlining each connection is included in 2.1.

References in this SOW to **"Unify-Standard Implementation Documentation"** will hereafter be referred to as the SID.

2.0   Deliverables – System Connections

2.1 System Connections on CAD-to-CAD Unify Hub

CentralSquare will provide the Client with the following system connections:

Agency	Connecting System	Connection Type	Product Package	Interface
Centerville Police, OH	Pro Suite CAD	Bidirectional	Unify	Utilize Existing Interface Development by CST

2.2   Standard CAD-to-CAD Hub Functionality for Project Implementation

The Client is licensed to use the CAD-to-CAD Unify functionality as described in the SID "Section 1 – Hub Unify Standard Scope."

2.3   Site-Specific Configurations

A discovery phase will take place that will identify site-specific configurations for the Hub. These will be documented in an Operational Scenarios Document (OSD) and signed off by the Client before the configuration phase begins.

3.0 Deliverables – Professional Services

3.1 Documentation

Standard professional services deliverables are documented in the following appendices:

1. SID, "Exhibit D – Section 2 – Hub Unify – Professional Services Deliverables"

2. SID, "Exhibit D – Section 3 – Hub Unify – Implementation"

3. SID, "Exhibit D – Section 4 – Hub Unify – System Testing"

3.2 Configuration Allowance

The Client is licensed to utilize the following number of configurations.

Configuration	Count
Business rules with associated filters	5
User groups with associated filters	5

4.0 Client Deliverables

The Client agrees to perform the functions in the SID, "Exhibit D – Section 5 – Hub Unify – Customer Deliverables."

5.0 Project Timeline Limitations

In order to maintain the forward progress of the implementation, select project periods are subject to the following limitations. Once the timeline limitation has been met, the deliverables for that period will be deemed automatically accepted and any associated milestones and invoicing will occur. A complete overview of project phases is found in the SID, "Exhibit D – Section 3 – Hub Unify – Implementation."

Phase	Timeline Limitation
Phase 5: Client End-to-End/Acceptance Testing	4 weeks, per PSAP
Phase 6: Final Training – Deploy to Production	4 weeks
Phase 7: Reliability Period	4 weeks

6.0 Acceptance Criteria

CentralSquare and the Client will use a standardized acceptance test plan for all work completed under this SOW to confirm the system meets the functional requirements of the COTS Hub system. Any defects that are raised will be prioritized as follows:

Priority	Description
P1: Critical Priority	A fatal software application error that prevents the system from starting/re-starting and/or a database integrity error.
P2: High Priority	Users are not able to use mission critical functionality necessary to capture or maintain their data. There is no known work-around or there is an unacceptable and production-limiting work-around.
Per industry standards, the system is considered ready for fielding when there are no known P1 or P2 defects.	
P3: Medium Priority	Users have an acceptable and defined work-around, which will allow them to continue or the problem will not inhibit production activity.
P4: Low Priority	This is a nuisance to the end-users but is not a production-limiting problem.

7.0   Project Risks

The customization efforts involved when integrating the adapters and interfaces with the CAD-to-CAD Hub include several risks, the outcome of which are not completely certain until implementation and testing is complete. Based upon the differences of each CAD system, an agency may use different methods of sharing incidents and exchanging information through their connection to the Hub. Thus, actual functionality can vary widely by agency, even for those using the same make of CAD system. Accordingly, each agency is treated as a separate custom integration with inherent risks associated with configuration efforts. CentralSquare will discuss risk mitigation efforts with the Client early in the discovery phase.

EXHIBIT D

Unify Standard Implementation Documentation

OVERVIEW

Hub provides a rich set of intelligent options for sharing data between disparate CAD systems including call and unit information. Use of the Hub as a CAD-to-CAD reduces the use of phones and radio traffic while cutting response times and increasing information accuracy. The following documentation provides scope, processes, and deliverables necessary to implement a successful unify system. This documentation provides the basis for statements of work involving the Unify system.

The features listed below are available components within Hub's core functionality. Each feature requires effort to train personnel, discover needs, configure, test, and deploy the system. This document is accompanied by a Statement of Work which will govern the supported features, the number of configurations allowed, and the maximum effort that will be expended by CentralSquare personnel to implement these features. Not all capabilities described herein will be deployed with every Unify project. Specific components and features of standard functionality to be included in each project are itemized in the Statement of Work. Features and components not listed in the Statement of Work are not included in the project. Additional customizations must be expressly detailed in the Statement of Work.

1.   Business Rules, Filters, and Data Translations

1.1.   <u>Business Rules to Exchange Call and Unit Information</u> –Hub may be configured to share information automatically using business rules based on pre-defined criteria determined by the Customer. Each business rule identifies call or unit criteria which will act as a trigger to a subsequent information sharing action. Business rules are configurable without the need for customized coding or scripting.

    a) The following are supported criteria for triggering a business rule:

        i.   Call or unit meets the criteria of a defined Filter in Portal

        ii.   Call or unit stops meeting the criteria of a defined Filter in Portal

        iii.   Comment added to a call containing pre-configured text string or keyword

        iv.   External resource is requested. The call information will be shared with the CAD system that owns the requested physical resource.

        v.   Resource request is granted, denied, or cancelled

        vi.   Error (network or notification error) is received from an interface

        vii.   Unit is assigned or unassigned from a call

        viii.   Call or unit field updated

        ix.   Non-incident CAD message is received

    b) The following are actions that may be taken by a business rule:

        i.   Share a call

        ii.   Request a Resource

        iii.   Grant/Deny/Cancel a resource request

        iv.   Grant/Deny a resource request based on availability

        v.   Send an email or SMS alert to a user or user group

        vi.   Create an on-screen toast notification

    c) The following are some sample scenarios that can be implemented using a business rule:

        i.   Dispatcher -initiated comment of "##SO" triggers a call share with [ENTER CLIENT NAME]

        ii.   Call share triggers a comment to be added to the shared call containing the originating dispatch center and call number

        iii.   Resource request triggers an on-screen toast notification for a user group at the dispatch center owning the requested resource

iv.   Network error when attempting a call share generates a toast notification at the corresponding dispatch center

Business rules require effort to define needs, configure, test, and refine. Even simple business rules may have unintended interactions with the connecting system or policies of the dispatch center. Testing is required to refine rules as necessary. The time associated will increase with the complexity of the business rule. Refer to the agreement to identify the number of Business Rules and the maximum effort to be expended by CentralSquare personnel to implement those rules.

1.2.   <u>Filters</u> – Filters are used to define criteria to be met for information sharing including business rules, restrict viewing for user groups, and other built-in configurations. Determining and configuring filter criteria is the responsibility of the Customer with assistance from CentralSquare.

     a)   Filters may be created based on:

         i.   Incoming Common Data Mappings for Supported CAD Incident Fields as defined in this document

         ii.   Incoming Common Data Mappings for Supported Unit Update Fields as defined in this document

         iii.   Time and Date parameters

     b)   The following are sample use cases for which filters may be used to restrict viewing or trigger business rules:

         i.   Calls originating from a particular dispatch center

         ii.   Calls mapped to a single or multiple common nature code(s)

         iii.   Calls of a particular discipline such as Law, Fire, or EMS

         iv.   Calls shared with other dispatch centers

         v.   Calls located in a particular geographic area (geofence)

         vi.   Units dispatched to shared calls

Filters are created through the standard menu-driven functionality of Portal. Complex filtering scenarios may require additional effort involving defining needs, configuring the filter, test, and refinement.

1.3.   <u>Code Mappings/Translations</u> –Hub includes the ability to translate incident and unit field values such as Call Nature between sharing CAD systems by mapping codes through a common code set. The customer is responsible to define the common code set, input local codes and map them to the common codes, and maintain the entire set of codes using the Portal. Code mapping is supported for the following codes:

     a)   Agency
     b)   City
     c)   Dispatch Center
     d)   Nature
     e)   Response Area / Zone
     f)   Station
     g)   Transport Destination
     h)   Unit / Resource
     i)   Unit Status

j) Zone

1.4. *This document is limited to standard menu-driven code mapping functionality. Complex mappings that require custom scripts is not included as standard functionality. The following are examples of non-standard customizations which will need to be scoped separately:*

a) *Using a combination of factors to determine which code to send on a shared incident. For example, sending a Call Nature of "Structure Fire" for Fire calls and "Fire Assistance" for Law calls when a shared Incident has spawned two or more incidents in a separate CAD system.*

b) *Changing the Call Nature based on which unit is requested.*

1.5. Custom Scripts – If customization is necessary, this will generally be done through the use of custom scripts. Writing of any custom script is not included as part of standard functionality and will be scoped separately.

2. Call/Incident Related Data

2.1. Supported CAD Incident Fields - The following CAD Incident fields are supported for sharing by Hub. CentralSquare will not support fields that are not provided or accepted by the CAD system.

a) Agency name
b) Call Type (Fire, EMS, Police)
c) Call Nature (Accident, Structure Fire, Heart Condition, etc.)
d) Call Priority (P1, P2, P3, etc.)
e) Street Address
f) Apartment
g) Building
h) Cross Street
i) Location name (Central Park, County Library, etc.)
j) City
k) State
l) Latitude/Longitude (Decimal Format)
m) Radio Channel
n) Zone (Response area name)
o) Caller Name
p) Caller Phone
q) Caller Address
r) Comments

Standard functionality is limited to sharing of text and translated codes. If the CAD system reacts in an undesirable way to updates (such as by spamming the narrative with unnecessary comments) the data field causing the problem should be disabled. Services to provide more complex manipulation of data sharing will need to be scoped separately.

2.2. Updates and Synchronization of Shared Incident Data – Updates to the following event fields may be configured to share either as a direct update to the call record or as a pre-formatted comment added to the narrative.

a) Call Nature
b) Street Address

c) Cross Street
d) Apartment
e) Building
f) Radio
g) Comments

Standard functionality is limited to simple updates of the call data. If the CAD system reacts in an undesirable way to updates (such as by spamming the narrative with unnecessary comments) the data field update causing the problem should be disabled. Services to provide more complex manipulation of data updates will need to be scoped separately.

2.3.   Address Validation – Each CAD system may store address location information differently creating the potential for shared addresses to not validate. It is expected that some addresses may not validate automatically and may require some manual intervention by a dispatcher to correct.

Standard functionality is limited to the exchange of text-based address fields. Services to provide more complex manipulation of address data such as changing "St" to "Street" in order to improve shared address validation will need to be scoped separately.

2.4.   Comment Sharing – Comments refers to any notes, remarks, or narrative entered in your CAD system that are sent to Hub and potentially shared with other CAD systems. If implemented in the Adapter and supported by the CAD, sharing of comments can convey critical information and be very useful. However, excessive sharing of non-critical comments runs the risk of overloading dispatchers with unnecessary information. It is highly recommended to limit comment sharing using configuration options in Hub.

a) One of the following options may be used to determine how comments will be shared.

i.   Only share comments that contain a key text string, such as "##SHARE"
ii.   Removing comments that follow a specific pattern. This feature may be used to remove automatic system messages that are not useful to other dispatch centers.
iii.   Share all comments (not recommended)
iv.   Disable comment sharing entirely

b) The Customer is responsible to configure Hub to limit comment delivery, including determining which text strings will be used to filter comments and adding them to the system.

c) CAD system may have different sources of incident comments. For example, a CAD may provide a static information from "Basic Notes" completely separate from a "Running Comment Log." Usually only comments from the "Running Comment Log" are implemented in the Adapter shared by your CAD. The Customer, working with the Provider are responsible to configure that Adapter to share the appropriate comment data.

d) Similarly, if there are confidential comments that should not be shared by your system, configurations can be set to block those from being viewed by other CAD systems or in the Hub.

Due to inconsistencies in how each CAD system generates additional system comments as well as how each CAD processes comments and messages coming from Hub, it is possible that some duplicate or redundant comments may result. While Hub has been designed to reduce unnecessary comments as much as possible, some edge cases may still result in unwanted comments. Customizations needed to remove duplicate or unwanted comments outside of the standard features mentioned here will need to be scoped separately.

Exhibits, continued

3.   Unit/Resource Related Data

3.1.   <u>Supported Unit Update Fields</u> – The following unit fields are supported for CAD-to-CAD sharing by the Hub system. CentralSquare will not support fields not provided by the CAD system.

- a) <u>Agency</u>
- b) <u>Unit Number</u>
- c) <u>Assigned Call</u>
- d) <u>Status</u>
- e) <u>Time at Status</u>
- f) <u>Latitude/Longitude (Decimal format)</u>
- g) <u>Transport Destination (code)</u>
- h) <u>Station</u>
- i) <u>Location</u>

3.2.   <u>Unit Status Sharing</u> - Real-time unit status updates can be shared between connected CAD systems, including AVL data (if available) by mapping physical to external units in Hub. (<u>External</u> means placeholder or virtual units defined in a system that represent a physical unit in another system.)

- a) <u>Available/Unavailable</u> – When a physical unit is assigned to a non-shared incident in the unit's owning CAD, other systems with an external mapping to that unit will receive unit status updates that the unit is unavailable. Otherwise, the true status of the unit will be shared with all systems that have an external mapping to that physical unit.

- b) <u>True Unit Status</u> – When a physical unit is on a shared incident, detailed unit updates (whether the unit is dispatched, enroute, arrived, etc.) will be shared with the other systems sharing incident.

- c) <u>Unit Control</u> – Once a resource request for a unit has been granted, either explicitly or implicitly, control of that unit is shared with the requesting system/agency. If implemented in the adapter and supported by the requesting CAD, the status of that unit can be set by the requester. A system-to-system message containing the updated unit status will be sent to the unit's owning system. If implemented in the adapter and supported by the owning CAD, the true status of the unit is updated.

- d) <u>Limiting AVL Updates</u> - Due to the potential for high volumes of unit status and AVL updates, CentralSquare reserves the right to restrict the frequency of such updates in order to maximize overall system performance.

- e) <u>CAD System Dependencies Regarding Unit Statuses</u> –Hub is dependent on the adapter and the CAD system to provide and consume up-to-date information. Keeping unit information synchronized can be impacted by momentary network outages, system processing delays, or other temporary issues. It is not uncommon for units to occasionally be out of sync between systems for short intervals, but is quickly corrected by a subsequent successful unit status update. If a unit is requested by a system/agency in error due to out-of-sync unit information, denial of the resource request by the owning CAD system will override the out-of-sync status and notify the requester the unit is unavailable. Otherwise, manual dispatcher intervention may be required either through exchange of incident comments or a phone call.

    This document is limited to sharing standard translated unit status updates and AVL data. The following are examples of non-standard customizations which will need to be scoped separately:

i. *Sending different unit status updates based on the unit type being updated such as 'On Scene' for law units and 'On Scene Staging' for fire units.*

ii. *Sending fabricated progressive unit status updates in order to satisfy the unit status progression requirements of the target CAD system. For example, sending multiple unit status updates such as 'Dispatched', 'Enroute' and 'On Scene' in order to reflect a single status update of 'On Scene' from the sharing CAD. Handling these out-of-scope requirements should be part of the receiving CAD adapter.*

4. System Administration

4.1. <u>System Administration</u> - System Administrators have access to the full setup and configuration of Hub for all connected CAD systems and participating agencies. Changes made by the administrator can potentially affect another agency inadvertently. For this reason, System Administrators should regularly consult and coordinate together before making configuration changes to Hub.

a) It is the responsibility of the Customer to determine which individuals will be assigned as System Administrators.

b) When an administrator change is made, a log entry is created that describes the change made, the date and time, and the user that made the change.

c) System Administrators have the ability to create new users and assign permissions.

4.2. <u>User Administration</u> – Users are administered at both the system and agency level. System administrators may create users and assign permissions for all users. Agency User Administrators, which are created by System Administrators, may only do so for the agencies to which they are assigned.

a) It is the responsibility of the Customer to determine which individuals will be assigned as Agency User Administrators at the agency level.

b) Some configuration settings may be reset for all users across all agencies. These include:

i. The amount of time that inactive calls are displayed

ii. The amount of time that toast notifications are displayed (if used)

iii. Users may change these settings on an individual basis if desired.

c) User administration tasks such as creating new users and user groups, assigning permissions, resetting passwords, and Portal configuration settings are the responsibility of the Customer.

d) User groups may be configured using Filters so that only certain calls and units are visible. Incident comments may also be configured so that the incident is visible, but comments are not.

4.3. <u>GIS Sources</u> –PORTAL supports the display of active calls and units on a GIS map view for situational awareness. Portal provides GIS layer import tools for the Customer to import their own map files including but not limited to ESRI and other standard shapefiles and image files. The Customer is responsible for providing, loading, and updating the GIS map data for a single, consolidated view for all agencies connected to Hub.

Beyond basic training and initial assistance in configuring GIS information in Hub, all other GIS related effort is the responsibility of the customer.

4.4. <u>System Connections</u> – Each system Adapter connects to Hub over a secured connection provided and maintained by the Customer. For bidirectional interfaces, an HTTP connection (http://URL:port) is required at each endpoint (Hub side of the network and the Adapter side). All firewall configuration and configuring of ports is the responsibility of the Customer.

5. Data Retention and Backup

5.1. <u>CAD for Data Retention</u> – The Hub provides call and unit information to each respective CAD system as the authoritative method for permanent data retention. The Hub is not designed as a data warehouse for long-term storage and retrieval. A separate interface may be used to send call and unit updates to a customer-provided database for long-term storage.

5.2. <u>Data Purging</u> – Portal administration provides a setting to purge data older than a certain number of days. This feature may be set to retain data indefinitely, but this is not recommended. Data purging occurs automatically without adversely affecting the system in production.

5.3. <u>System Backups</u> – System backups may be conducted manually in two ways using the Application Manager tool accessible from each app server.

a) Backup procedures are provided for both rollback and full system restore scenarios. In the event of a system upgrade and subsequent rollback, a manual backup is conducted first. This backup may be easily restored by with a simple process of selecting the backup file and restoring it using the application manager tool.

b) To prepare for a full system restore, CentralSquare will provide files and documentation to install the system on new or existing servers. A manual configuration export should also be conducted periodically to capture the most recent configuration updates. This configuration export is easily imported using the application manager tool. CAD interfaces will need to reconnect with new credentials from the newly restored system. In the case that the customer opts to conduct full database backups, a full database restore may take the place of configuration exports and imports.

6. Portal Features

6.1. <u>Overview</u> - The Portal is a thick client installed on a Windows-based workstation. The Portal is used to display call and unit related data as well as administrative tools for system configuration.

6.2. <u>Call and Unit Display</u> –Portal displays call and unit information in the dispatch view in real-time. This includes separate list and map views of current calls and units as well as a call details view. The information contained here may be limited based on filters applied to each user group. Hub includes the following tools for viewing call and unit-related information.

a) Calls List – Displays currently open calls in a list view

b) Call Details – Displays detailed information about a call including comments, connected calls, and assigned resources

c) Units List – Complete list of units and current status

d) Map View – Calls and units are shown on a map. Geofences and markers may also be created and shared with other user groups

6.3.	<u>Toast Notifications</u> – Pop-up notifications that display in the lower-right corner of your screen and display call and unit information based on pre-configured business rules. These notifications may be used to bring attention to bidirectional call-sharing actions, or to bring bidirectional functionality to centers that may have a publish-only or no interface whatsoever.

6.4.	<u>User Preferences</u> – Allow the user to adjust color schemes, when stagnant calls disappear from view, configure toast notifications, and enable/disable connection status monitoring.

6.5.	<u>Admin Alerts</u> – Historical display of email and text message alerts that have been sent to your user.

6.6.	<u>Diagnostics and Log Views</u> – Tools for troubleshooting and identifying information shared with each interface.

6.7.	<u>Connection Monitoring</u> – The connection between each CAD system and Hub is continually monitored by the CAD adapter through heartbeat transactions to detect network failures. Hub also monitors system network connections through heartbeat transactions and network errors. Users are notified of detected disconnects in the following ways:

a)	If Hub detects a potential disconnect such as lack of a heartbeat or a network error with any CAD system, a warning will display through the Connection Status Monitor in Portal. A subsequent reconnect will remove this warning.

b)	If a CAD system has not transacted any updates to Hub for a configurable amount of time, a warning will display through the Connection Status Monitor in Portal. This may indicate that although the Adapter continues to share heartbeats with Hub, it has lost the connection with its CAD system. A subsequent transaction will remove this warning.

c)	If the CAD detects a potential disconnect to Hub, it is responsible to notify its users through the CAD user interface.

6.8.	<u>Settings</u> – System and user administrators access and adjust system settings including connections, business rules, filters, and user administration using the Portal.

# 7.	Information Sharing Redundancy

7.1.	CAD-to-CAD sharing errors may result from various sources including the following:

a)	User error
b)	CAD system error
c)	Network Error
d)	Hub error
e)	Administrator error
f)	Unforeseen circumstances

7.2.	If there is an error in the CAD-to-CAD process, dispatchers must be aware of the problem immediately so that other means may be used to communicate such as phones or radios. The following are suggested methods to provide redundancy and checks to ensure awareness of CAD-to-CAD sharing.

a)	Confirmation phone calls
b)	Unit status timers in the CAD system
c)	Hub email or text message alerts

d) Portal notifications
e) Hub light towers

CentralSquare commits to providing the following services according to the constraints and exceptions identified in the accompanying agreement.

1.   Project Management Services

CentralSquare will provide a project manager that will conduct regular project meetings for the purposes of updates and coordination. These meetings may have various purposes and include different Customer personnel, third-party system providers, and CentralSquare personnel during the course of the project.

2.   Engineering Support

CentralSquare will provide engineering expertise as product experts for the purpose of supporting technical staff of Customer's and external system providers.

3.   Hub Initial Installation and Configuration

CentralSquare will provide support for the initial system configuration. This will include the following:

3.1.   Installing the database and application server software.

3.2.   Once network connections have been established between the servers by the customer, CentralSquare will establish software connections between each server.

3.3.   Establish each environment such as Test, Training, and Production as set forth in the accompanying agreement.

3.4.   Configure the connection parameters for each 3rd party system connection. Note it is the Customer's responsibility to ensure network connectivity between servers are established.

3.5.   Load initial data mapping sets for the following codes. Note that mapping and translation of these codes is the responsibility of the customer.

   a) Dispatch Centers
   b) Agency
   c) Nature / Response Type
   d) Unit / Resource
   e) Unit Status
   f) Unit Type

If the project involves joining a new dispatch center to an existing hub, or upgrading a publish-only interface to a bidirectional interface, some or all of these steps may have been already completed. The associated agreement will outline exceptions or additions to these steps.

4.   Training

CentralSquare follows a "Train-the-Trainer" approach to training. This method allows in-depth training to key individuals at each agency who will then provide training to the remainder of the users. CentralSquare Technical Support personnel will be available as a resource to Customer trainers through established Technical Support procedures as defined in the Agreement.

4.1.   Hub Administrator Training - CentralSquare will provide Portal administrator training on how to monitor system health, manage groups and users, and make basic configuration changes. This training will be conducted remotely through a webinar.

4.2.   Unify User Training – CentralSquare will work with Customer trainers to advise them on incorporating CAD-to-CAD concepts into the Customer's training courses for dispatchers and call takers. However, since the methods for interacting with CAD incident and resource sharing are dependent upon the Customer CAD configuration, training for the Unify users is the responsibility of the Customer. It is expected that Subject Matter Experts (SME's) will be sufficiently familiar with their operational procedures and Customer CAD configuration to conduct this training for their respective agency.

4.3.   Portal Training Videos – CentralSquare will provide the customer with access to training videos on essential Portal features.

4.4.   Training Documentation – Agency specific documentation of local sharing use cases and rules is the responsibility of the Customer.

5.   Project Documentation

This SOW provides a foundation for the Hub information and sharing project documentation. Detailed requirements will be determined during the discovery phase and may be recorded in the documentation listed below. It is agreed that all shared documentation can be exchanged in an electronic form, such as .PDF, .DOCX, .XLSX, etc.

5.1.   List of CAD Codes - The Customer will provide a list of CAD codes and descriptions that will be mapped to those of other CAD systems through Hub. Common codes include incident status, nature, unit status, units, agencies, cities, and jurisdictions.

5.2.   Code Mapping Document – Under the guidance of CentralSquare, Customer will provide a list of mappings of the CAD Codes provided above to a common code set provided by CentralSquare. The common code set in the Hub facilitates mapping and translation to other agencies' codes, which is the responsibility of the Customer.

5.3.   Test Scenarios – CentralSquare will provide a standardized list of tests for acceptance. Other tests can be suggested by the customer providing that they are within the scope of the accompanying agreement. These test scenarios will form the basis of training documentation.

5.4.   Configuration Documentation - Documentation may be added directly into the configuration screens of the Hub and is easily exported as text. This will serve as the primary form of technical documentation.

5.5.   Product Manuals – User and System Administration Guides will be provided electronically.

The Hub implementation includes tasks to be completed by multiple stakeholders including CentralSquare, Customer personnel, and a 3rd party system Provider. The tasks below are an overview and will be refined in a detailed project plan with the Customer upon project kick-off. The payments for execution of the associated agreement, as well as Software License Certificate delivery and completion of other project milestones are detailed in the associated Payment Schedule.

1. Phase 1: Project Initiation

1.1. Milestone P1: Project Kickoff: A video conference-call meeting is held during which the project overview and deliverables are presented, and the project schedule is finalized. The project Kickoff will commence once necessary agreements between other parties have been completed and necessary work has been scheduled as described in the associated agreement.

2. Phase 2: System Setup

2.1. Phase 2a: CAD Provider Adapter Implementation and Configuration – This Phase includes the installation and configuration of the CAD Provider adapter by the Provider or by CentralSquare as defined in the associated agreement.

2.2. Phase 2b: Software Installation – Basic server configuration is added for each interface on the CentralSquare server hosted at the host location. Sample data may be used to demonstrate the ability to view data using the Portal client. This phase may be executed simultaneously with other Phase 2 tasks.

2.3. Milestone P2: Software Installation and Commencement of Maintenance: Software Installation Complete marks the completion of the of the system setup phase. Messages are successfully being exchanged in a bidirectional fashion between Provider CAD system and Hub. Portal client software is delivered to the customer and connection to server is demonstrated. This marks the beginning of the maintenance period as defined in the associated agreement.

3. Phase 3: Discovery and Configuration

3.1. This involves gathering of business requirements, CAD codes, system configuration including code mappings on the Hub. The Customer's Project Manager and Subject Matter Experts play a critical role during this phase. The results of this phase will be documented in the Operational Scenarios Document (OSD).

3.2. Milestone P3: Technical Capability Review: A technical capability review involving the CentralSquare and Customer project managers will mark the completion of the Discovery and Configuration Phase. It will include a joint walk through of the OSD and concludes in agreement and approval of the requirements it contains.

4. Phase 4: Provider End-to-End Testing

4.1. This phase begins upon completion of all Phase 2 events and includes an isolated test of the CAD Provider adapter using CentralSquare's CAD simulator. This will be followed by end-to-end testing between the Provider CAD and other CAD systems as required in the OSD. If a dependent CAD system is not ready for end-to-end testing, this phase may be suspended until ready or the portion of the test can be deferred to allow Provider End-to-End testing to proceed.

4.2. Milestone P4: Provider End-to-End Testing: Meeting all of the Adapter and CAD Provider testing requirements as defined in the OSD marks the completion of this phase.

5. Phase 5: Customer End-to-End Testing/Acceptance Testing

5.1. This phase begins upon completion of the Provider End-to-End Testing phase. This phase is completed with Customer approval of all successful tests defined in the Operational Scenarios Document (OSD) documented earlier.

5.2. It is during this phase that the Customer gains close familiarity with the CAD-to-CAD and the Hub related functionalities. Expanded Standard Operating Procedures (SOP'S) are more fully defined and tested by the Customer during this time. This is a Customer driven phase with assistance from CentralSquare. Changes required for customer SOPs are out of scope unless detailed in the original OSD.

5.3. Milestone P5: Acceptance: Acceptance Testing Complete marks the completion of this phase. Acceptance testing of usable system is completed prior to deployment.

6. Phase 6: Final Training-Deploy to Production

6.1. Upon completion of Acceptance Testing, preparations for deployment may begin. A migration plan will be defined and executed. The Customer will train its own dispatchers from expanded SOPs defined during Phase 4. After the Customer-led training is complete, the system is deployed. Unify has the ability to deploy functionality on a case-by-case basis. Your migration plan may, for example, first deploy bidirectional unit status updates followed later by automated call sharing.

6.2. Milestone P6: Go-Live: Successful migration of any portion of the bidirectional system to production. This completion of the burn-in period and transitioning project to CentralSquare Technical Services for support, officially ends the project and the associated agreement.

7. Phase 7: Warranty Period

7.1. Once any portion of the system is deployed in a bidirectional state, a burn-in period begins, the duration of which is specified in the associated agreement. If critical P1 or P2 defects are discovered in the CentralSquare system, the burn-in period is paused. Once CentralSquare notifies the customer of a resolution, the burn-in period proceeds from the point it left off. After the burn-in period this SOW project will be completed, and ongoing support will be provided by CentralSquare Technical Services.

7.2. Milestone P7: Warranty Period Complete: Completion of the burn-in period and transitioning project to CentralSquare Technical Services for support, officially ends the project and this SOW.

Unify is the full bidirectional implementation of the Hub. System testing will be conducted throughout the project in three distinct phases and a warranty period. These are described below:

1.   Isolated CAD Adapter Testing

This testing will be conducted simultaneously with other implementation tasks and will largely involve CentralSquare engineers and the Provider implementing its Adapter. This testing will use a Test Environment in Hub, and test instances of the CAD system and Adapter. CentralSquare will use a CAD Simulator to test all aspects of the connection between Hub and the Provider's Adapter and CAD system. Testing support from the Provider and assistance from the Customer are required. A login to Test CAD systems with its Adapter connected to Hub is required by CentralSquare to complete this testing.

2.   Provider End-to-End Testing

This testing will be conducted once the Isolated CAD Adapter Testing is complete for each CAD system that is required to meet the incident and resource sharing requirement defined in the Operational Scenarios Document. It will involve CentralSquare engineers and the CAD providers. The Customer will be involved minimally where necessary. A login to Test CAD systems with each CAD Adapter connected to Hub is required by CentralSquare to complete this testing. The testing period will be paused for resolution of P1 & P2 defects as defined in the associated agreement. Defects found in the Adapter for each CAD system may also pause the testing period. CentralSquare and Customer will expedite where possible the resolution of any Provider defects. If not resolved by the Provider, Customer and CentralSquare will revise the requirements documented in the Operational Scenarios Document.

3.   Customer End-to-End Acceptance Testing

Customer's cutover to live Production of the CAD-to-CAD solution (i.e., productive use and any portion of the system is deployed in a bidirectional state) constitutes Customer's accept of the System.

Upon Go-Live for the CAD-to-CAD solution, Customer shall use the System for a thirty (30) consecutive day period to verify operational functionality in a live environment. If no Critical Priority or Urgent Priority Software Errors (as those terms are defined in the Agreement) are reported during such thirty (30) day period, the System shall be deemed to have achieved Final Acceptance. In the event that a Critical Priority or Urgent Priority Software Error occurs during the Reliability Period, CentralSquare shall commence actions in accordance with the support terms of the Agreement to correct the reported error.

> **Note**: If Subsystems do not Go-Live on the same day, or if agencies and/or PSAPs Go-Live in multiple phases, the Reliability Acceptance Period for each Subsystem will start the first day that Subsystem Goes Live and is used in a Production environment by any agency and/or PSAP. There will not be separate Reliability Acceptance Periods as subsequent agencies and/or PSAPs Go-Live.

In the event that a Critical Priority Software Error occurs between day one (1) and day thirty (30) of the Reliability Period, the Reliability Period will be stopped and restarted at day one (1) once the Software Error has been resolved in accordance with the support terms of the Agreement.

In the event that an Urgent Priority software error occurs between day one (1) and day fifteen (15), the Reliability Period will be stopped and restarted from day one (1) once the Software Error has been resolved in accordance with the Software Support Agreement. If the Software Error occurs between day fifteen (15) and day thirty (30), the Reliability Period will be stopped and restarted from the day the resolution has been provided in accordance with the support terms of the Agreement.

Critical or Urgent Priority software errors caused by factors that are outside of CentralSquare's control, and/or from variables which are outside the scope of CentralSquare's responsibilities, will not be counted Critical or Urgent Priority software errors. Examples of such issues could be, but are not limited to:

- Power failures
- Operator error
- External network failure
- Availability of components that are not provided by CentralSquare but interface to/from the CentralSquare solution
- Hardware or Operating System software
- Non CentralSquare supplied software components introduced into the working environment

During the Reliability Period, the System will be frozen, (i.e., no changes, fixes, and/or updates will be applied, except those that are required to address downtime failures associated with the Reliability Period).

At the conclusion of the Reliability Period, as further defined in the Agreement, the Subsystem will be deemed accepted by Customer.

4.   Move system to Production – Start Warranty Period

This phase begins at the conclusion of the Customer End-to-End Acceptance. CentralSquare and the Provider will prepare a migration plan to move all components of the system into production. Customer must approve that plan before migration begins, which approval will not be unreasonably delayed. Customer will provide timely assistance in implementing of the plan, including IT support and training of Customer personnel on how to use the new Milestone P1: Project Kickoff: A video conference-call meeting is held during which the project overview and deliverables are presented, and the project schedule is finalized. The project Kickoff will commence once necessary agreements between other parties have been completed and necessary work has been scheduled as described in the associated agreement.

In order to expedite the project implementation timeline and maximize the benefit of the product, the Customer agrees to the following. This document will be accompanied by an agreement which will govern the supported features and any additions or exceptions to this document.

1. Project Manager (PM)

Customer will ensure that a representative is designated as its Project Manager. The Customer's PM's primary responsibilities will be to ensure that individuals and tasks identified in this document are carried out in order to complete the implementation in a timely fashion. The Project Manager should become the interim Hub Administrator following completion of the project.

2. External System Adapters

The Customer and participating agencies are expected to contract directly with their CAD system provider for all licensing, professional services and ongoing maintenance related to the respective Adapter to their CAD system. The licensing and implementation costs of this Adapter are not included in the associated agreement and are to be borne separately by the Customer. It is the responsibility of the Customer to finalize all contract arrangements with the external system providers before CentralSquare begins work on the associated agreement.

3. Regional Governance

Customer will designate an administrative sponsor (and/or agency representatives) to address policy decisions with partners related to this project as well as to support ongoing sustainability of the delivered system. Governance representatives from each agency form the region's governance body. This governance body must be identified early in the project in order to mitigate the risk of project delays due to policy decisions that may need to be addressed.

4. Testing Coordination

It is difficult to predict the time needed to accomplish sufficient testing because of a number of unknown factors (for example: readiness of technology partners, well defined customer goals, consistent participation of testers). Since Customer has a uniquely positioned relationship with all participating technology providers, it is the Customer Project Manager's responsibility to coordinate all testing sessions for this project. CentralSquare will provide guidance and direction for the needed testing sessions during the appropriate phases of the project.

5. Subject Matter Experts (SME)

Customer will ensure that personnel are assigned to serve as the Subject Matter Experts (SME) for all agencies that will provide input and feedback throughout this project. Ideally, this will be a CAD Administrator and one or more Dispatchers with a detailed understanding of the daily operations of the dispatch center. Members of this group should remain consistent throughout the project. The SMEs will be required to attend scheduled meetings and work sessions with CentralSquare and the PM. Responsibilities include but are not limited to:

5.1.   Documenting common incident-sharing scenarios and business processes

5.2.   Providing lists of units, codes, and descriptions

5.3.   Mapping units and codes to the common code set in Hub

5.4.   Assistance in the development of the collaborative documentation

5.5.   Documenting test scenarios to be included in the OSD for final acceptance

5.6.   Assistance during testing and troubleshooting

6. Network Connections

Customer is responsible for establishing a secure connection between the Hub system and the connected CAD systems including:

6.1.   Establishing a high speed (10Mbps) network connection

6.2.   Establishing network security

6.3.   Configuring firewalls and ports

6.4.   Enabling authorized CentralSquare representatives to remotely access all project related systems including test CAD consoles

7. Memorandum of Understanding

Customer is responsible for obtaining any agreements necessary for the sharing of CAD data from, and with, all participating CAD systems as required by each agency's policy.

8. Agency Specific Training

CentralSquare will provide training related to the Portal console and administrator user training. All training related directly to dispatch operations will be conducted by the Customer.

9. Test Environment

Customer is responsible to provide a test CAD environment including the installation of CAD interface and API that adequately mirrors Customer's production CAD environment, with associated test data that is capable of interfacing with Hub. The test environment will connect to the same Hub server as the production environment, located at the Customer host facility.

Failure to provide a complete test environment, as described herein, will introduce overhead, will require additional testing and implementation effort outside the scope of this SOW, and will be priced accordingly and managed through the Change Order process.

10.   Remotely Accessible Test CAD Console

Customer is responsible for providing CentralSquare personnel with remote access to a CAD console, and sufficient training, that can be used for testing with Hub for each CAD system. The console will be accessible to CentralSquare personnel during normal business hours and with login credentials that are capable of adding and modifying incidents in order to conduct end-to-end system testing. The test CAD console should be configured to match the production system.

The test CAD console allows CentralSquare personnel to rapidly implement and test functionality as needed while limiting the involvement of agency personnel until acceptance testing. Lack of a remotely accessible test CAD console will require a dedicated Customer tester to be available on short notice to conduct testing session. Failure to meet this requirement will result in additional incurred costs to be billed at the hourly rate stated in the associated agreement.

11.   VPN Access For Testing and Maintenance

Customer will provide CentralSquare engineers with Remote Desktop Protocol (RDP) access via VPN over a 1.54Mbps (T1) or better connection, or other equivalent remote access in order to support rapid development and debugging during the testing period. VPN access should be generally available throughout the project and not require setup for specific work sessions. The VPN services are to be provided by the Customer.

Delays incurred due to lack of acceptable remote access will delay the completion of the project. Failure to provide acceptable remote access to the test CAD Console will require a suspension of the project and a reengagement fee once access is obtained.

12.   Timelines and Shared Responsibilities

The Unify project plan distributes responsibilities between multiple parties. Following the plan will deliver a highly functional solution. The agreed upon fees in the associated Pricing Schedule is dependent upon close and timely coordination and cooperation of all parties. Delays in Customer and/or third parties assigned duties not only impact this Project but other CentralSquare projects also. Delays caused by the Customer and/or third parties not fulfilling their responsibilities in a timely manner are extremely disruptive. In the event the Customer or Provider has not fulfilled their responsibilities as outlined in the Customer Deliverables, CentralSquare may exercise its right to suspend this project in accordance with the "Customer Obligations" terms set forth in the Professional Services Agreement.

The CentralSquare project manager will track the time expended of CentralSquare resources on implementing this agreement. Time in excess of this budget will be reviewed by CentralSquare and Customer. Customer agrees to pay additional professional services fees as provided for in the agreement for overages determined to be the result of additional effort outside the scope of this agreement.

13.   Data in Transit

The Customer is responsible for the security of data in transit between the Hub and the integrated Adapters and interfaces (e.g. CAD and the CAD system) by implementing practices acceptable to all participants (e.g. VPN tunneling, secure network circuits).

14.   Data at Rest

The Customer is responsible for the security of data at rest by way of physical security of the hosting location of the Hub.

15.   COTS System

Hub is a configurable Commercial-Off-The-Shelf (COTS) product. The Customer has evaluated the functionality and capabilities of the Hub system. Configuration changes and effort spent analyzing defects in the operation of the Hub environment will be performed as tasks under this SOW. Any customizations or enhancements to existing functionality may be requested through a change order process.

16.   Background checks or clearance processes

16.1 Customer will not assess CentralSquare any fees for processing background checks or security clearances that CentralSquare employees may be subjected to in order to access agency sensitive systems or data either on site or by way of remote connection. In addition, the Customer will not require any travel from CentralSquare employees for the express purpose of completing any security clearance process. CentralSquare employees will provide the needed information (e.g. completed forms, fingerprints, identification, etc.) and provide them to the Customer in a timely manner. The Customer will expedite the processing of background checks and clearances to minimize project delays.

The ability of Unify to perform its functional requirements depends on the external systems' ability to do the following:

1. Unify Adapters

Unify (bi-directional) Adapters to external CAD systems should support the following capabilities:

1.1. Continuously provide and receive updated CAD incident and unit status data to and from the Hub
   a) Share/receive new incidents
   b) Update data fields on current incidents
   c) Update dispatcher comments
   d) Assign units/resources to current Incidents
   e) Provide unit status updates including AVL data
   f) Present information to the CAD operator in an appropriate way

1.2. Continuously provide and receive updated unit information to and from the Hub
   a) Unit assignment to incidents
   b) Unit status updates
   c) Send and receive unit requests

1.3. Connection notices - Provide connection and failure notices to the dispatcher when a prolonged disconnect or outage is detected.

1.4. Synchronize (refresh) active CAD data upon connecting including current CAD incident data and unit status data.

2. Other Considerations:

2.1. Functionality - Data, functionality, and operational incongruences between the connected CAD systems may limit the level of interoperability achievable. Although the Hub may support certain capabilities, CentralSquare cannot provide functionality that the external system does not support. In cases where there is a gap between needs and what the CAD system is able to provide, converting data to comments or other methods may be used but certain limitations will naturally be beyond Hub's ability to work around.

3. External system Adapter requirements

3.1. The dependencies listed in this section are an overview and are for general awareness. The Hub SDK provides a more complete set of detailed requirements for the external system's Adapter. The Customer should require the provider to comply with all requirements of the SDK.

Software License and Service Agreement

City of Centerville

This Software License and Service Agreement (this "Agreement") entered into as of this _____ day of _____ 20___ by and between the City of Centerville (for the benefit of and use by Centerville Police Department) ("Customer"), having its principal place of business at 155 West Spring Valley Pike, Centerville, OH 45458, and CentralSquare Technologies LLC ("CentralSquare"), having its principal place of business at 1000 Business Center Drive, Lake Mary, FL 32746. Customer and CentralSquare may also be referred to herein individually as a "Party" or collectively as the "Parties".

This Agreement details the responsibilities of CentralSquare and Customer with regard to the public safety software, hardware, and related services to be provided by CentralSquare under this Agreement.

Now, therefore, in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

1.0   Exhibits and Order of Precedence
The following Exhibits are incorporated into this Agreement:

1. Exhibit A: Statement of Work
2. Exhibit B: Pricing Detail
3. Exhibit C: Payment Schedule
4. Exhibit D: Maintenance Agreement
5. Exhibit E: Additional Terms and Conditions for On-Premise Subscriptions

In the event of any inconsistency among the various documents that comprise this Agreement, the order of precedence shall be as follows: (i) the Agreement, followed by (ii) the Exhibits to the Agreement in the order in which they appear.

2.0   Software Subscription Access

2.1   Access to Software

In consideration of Customer's payment of the Subscription Fee set forth in *Exhibit B: Pricing Detail*, and subject to the terms and conditions set forth herein, CentralSquare hereby grants to Customer, and Customer accepts, a non-transferable and non-exclusive right to use certain CentralSquare software (the "Software") identified in *Exhibit B: Pricing Detail* only for Customer's own business purposes in object code format.

2.2   Copies and Modifications

No CentralSquare identifying marks, copyright or proprietary right notices may be deleted from the Software. Customer shall not decompile, or create by reverse engineering or otherwise, the source codes from the object code supplied hereunder, or adapt the Software in any way or use it to create a derivative work. CentralSquare shall not be responsible in any way for Software performance if the Software has been modified, except as modified by CentralSquare.

2.3   CentralSquare Server Access and Restrictions on Usage

Customer will ensure that all CentralSquare Server Hardware is directly network accessible (console level access) to CentralSquare at all times via SSH connection; reverse-tunnel or other secure methods of

connection are not permitted except at the discretion of CentralSquare. There shall be no additional authorization or equipment required except as requested by CentralSquare. Cooperation of Customer's IT department is required with respect to implementation and/or maintenance of the SSH connection. The persistent SSH secured service connection is mandatory and necessary for the proper functionality of the managed server component and/or the Pro application by CentralSquare's DevOps team. This connection is only utilized by CentralSquare's CJIS-compliant employees for purposes that include but are not limited to, contractually mandated backups, installation of major and minor software releases and/or execution of the managed service component of the Agreement.

Customer shall not allow any party, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the CentralSquare Documentation.

Customer shall not access any Server Hardware except as provided in the CentralSquare Documentation or cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

2.4   Infringement

CentralSquare will at its expense defend against any claim, action or proceeding by a third party ("Action" herein) for infringement by the CentralSquare Software of copyright or trade secrets, provided that Customer immediately notifies CentralSquare in writing of such Action and cooperates fully with CentralSquare and its legal counsel in the defense thereof. CentralSquare may in its discretion (i) contest, (ii) settle, (iii) procure for Customer the right to continue using the CentralSquare Software, or (iv) modify or replace the CentralSquare Software so that it no longer infringes (as long as the functionality and performance described in the Specifications substantially remains following such modification or replacement.) Customer may participate in the defense of such Action at its own expense. If CentralSquare concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Customer's use of the CentralSquare Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, then CentralSquare will return to Customer the CentralSquare Software subscription fee(s) paid by Customer under this Agreement less a prorated portion of said fee(s) for Customer's use of the CentralSquare Software and the use granted in this Agreement shall terminate. In addition, in the event such Action results in a money judgment against Customer which does not arise, wholly or in part, from the actions or omissions of Customer, its officers, directors, employees, contractors, agents, or elected officials, or a third party, CentralSquare will, subject to Section 5.0 herein, indemnify Customer therefrom.

Notwithstanding the above, CentralSquare shall have no duty under this Section 2.4 with respect to any claim, action or proceeding arising from or related to infringements (i) by Third Party Software, including operating system software, or non-Server Hardware, (ii) arising out of modifications to the CentralSquare Software and/or Documentation not made by CentralSquare, (iii) resulting from use of the CentralSquare Software to practice any method or process which does not occur wholly within the CentralSquare Software, or (iv) resulting from modifications to the CentralSquare Software or Documentation prepared pursuant to specifications or other material furnished by or on behalf of Customer. This Section 2.4 states

the entire obligation of CentralSquare regarding infringement of intellectual property rights, and it will survive the termination of this Agreement.

3.0   Delivery, Fees and Payments

3.1   Delivery of Software to Customer

The Software shall be delivered in executable object code form only. CentralSquare shall initially deliver and install copies of the Software as set forth in *Exhibit A: Statement of Work*, in the quantities set forth in *Exhibit B: Pricing Detail.* Except as stated in *Exhibit D: Maintenance Agreement*, CentralSquare shall not be responsible for providing any updates, enhancements, modifications, revisions, additions, replacements, conversions or maintenance to the Software.

3.2   Delivery of Server Hardware to Customer

CentralSquare shall ship Server Hardware provided under this Agreement as set forth in *Exhibit B: Pricing Detail* to Customer's location at a mutually agreeable time in the project timeline. Items shipped via commercial carrier are FOB destination at the fixed price stated in *Exhibit B: Pricing Detail*. It shall be Customer's responsibility to install all Hardware, and Server Hardware, as well as to perform proper facility preparation and maintenance (such as appropriate uninterrupted power, air conditioning, space, electrical drops, security, network equipment, network drops, etc.) not specified in this Agreement as being provided by CentralSquare, but necessary to accommodate equipment as specified in the Statement of Work before, during, and after installation.

3.3   Delivery of Services to Customer

CentralSquare will provide Services as set forth in *Exhibit A: Statement of Work*.

3.4   Fees

Customer will pay CentralSquare the fees, without deduction or offset, set forth in *Exhibit C: Payment Schedule*.

3.5   Late Payment

If Customer fails to pay any amount due within thirty (30) days of invoice date, Customer shall pay late charges of one and one half percent (1.5%) or the highest allowed by law, whichever is lower, per month on such balance.

3.6   Software Acceptance

Customer acknowledges that the CentralSquare Software shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Software as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity in accordance with the support provisions set forth in Exhibit D: Maintenance Agreement. This provision does not apply to System Acceptance, which will be achieved in accordance with the implementation, acceptance, and Go Live process as defined in the Statement of Work.

3.7   Hardware Acceptance

Customer acknowledges that the Hardware and Server Hardware shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Hardware as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity.

3.8   Additional Components and Third-Party Applications

Other components (hardware and/or software, collectively "Third-Party Components") may be desired for use with the System. CentralSquare assumes no responsibility under this Agreement for obtaining and/or supporting any Third-Party Components except as expressly agreed herein. This includes, but is not limited to, networking equipment, workstations, servers for third-party systems, mobile networking equipment, and mobile workstations, laptops, or tablets.

Unless otherwise established in this Agreement, CentralSquare, its employees and/or contractors shall not be obligated to install, utilize or otherwise maintain any type of third-party software application for any purposes. This includes, but is not limited to, VPN, MFA, etc., nor shall be obligated to utilize any type of RSA token and/or functionally similar device for purposes of access to any Customer network, system and/or data. Customer agrees to waive the use of same if required for network access.

3.9   Third-Party Costs

Except as expressly agreed herein, CentralSquare assumes no responsibility for any third-party costs related to implementation of the System. This includes, but is not limited to, any third-party costs associated with the implementation of Interfaces as defined in *Exhibit A: Statement of Work*.

4.0   Rights and Obligations

4.1   Proprietary Rights

CentralSquare represents that it is the owner of or otherwise has the rights to the Software and that it has the right to grant the use. Excepting any Customer-provided data and related materials, for which Customer retains exclusive ownership, CentralSquare retains title to the Software and its associated Documentation, including, without limitation, all copies and audiovisual aspects thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. Customer shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Software or its associated Documentation, which shall be confidential information of CentralSquare and the sole and exclusive property of CentralSquare. CentralSquare hereby expressly reserves any right not expressly granted to Customer by this Agreement. No identifying marks, copyright or proprietary right notices may be deleted from any copy of the Software. All right and title to any third-party software provided by CentralSquare under this Agreement shall remain with the applicable vendor thereof. Nothing in this Agreement shall be construed as conveying title in the Software, its associated Documentation, or any third-party software to Customer.

4.2   Trademarks and Trade Names

Any and all trademarks and trade names, which CentralSquare uses in connection with the License granted hereunder, are and shall remain the exclusive property of CentralSquare. Nothing contained in this Agreement shall be deemed to give Customer any right, title or interest in any trademark or trade name of CentralSquare.

4.3   Confidentiality

Except as otherwise provided in this Agreement and subject to Ohio's Public Records Act, Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software or its associated Documentation to others. Customer shall use reasonable best efforts to cooperate with and assist CentralSquare in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein or any other deliverables.

4.3.1 CentralSquare agrees to maintain Customer's confidential business information and confidential data, including PII (Personal Identifiable Information), to which CentralSquare gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. Customer will use reasonable efforts to identify or designate information or data as confidential at or within five (5) business days of disclosure. Notwithstanding the above, CentralSquare shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired (including without limitation any feedback, suggestions, or other information or materials) as a result of or in connection with this Agreement to make modifications and enhancements to the CentralSquare Software or Documentation. Customer shall acquire no intellectual property ownership rights to the CentralSquare Software or Documentation as a result of such use, whether as author, joint author, or otherwise. Confidential information does not include any information which (a) is generally available to the public or becomes generally known to the public through no act or omission of CentralSquare or any violation of confidentiality; (b) is disclosed to CentralSquare by third parties without breach of confidentiality obligations; (c) is already in the lawful or rightful possession of CentralSquare prior to receipt of the confidential information or (d) is developed independently by CentralSquare without use of the confidential information.

4.3.1.1 CentralSquare maintains a security program for managing access to customer data – particularly HIPAA and CJIS information ("Security Approved Personnel"). This includes 1) a pre-employment background check; 2) security training required by Federal CJIS regulations; and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the Customer to provide reasonably required documentation (such as the CJIS Security Addendum Certification form).

4.3.1.2 If required by the Customer, CentralSquare will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the CentralSquare staff's job assignment. If the Customer requires fingerprints submitted in a form other than paper prints

(such as Live Scan) or that such fingerprints be performed at the Customer's site, the Customer will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Customer's site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare office location. This provision will apply during the installation of the Project and for the duration of the Customer's Maintenance Agreement.

4.4 Termination for Breach

After reasonable notice to Customer and a right to explain or cure, CentralSquare may terminate this Agreement, including all use rights granted herein, in the event Customer breaches any of its material confidentiality obligations regarding the Software and its associated Documentation.

4.5 Non-Confidential Information

Confidentiality obligations of the Parties shall not extend to information that:

(a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party;

(b) was known to the receiving party at the time of its disclosure and such knowledge can be proven by documentation;

(c) is independently developed by the receiving party;

(d) is subsequently learned from a third party not under a confidentiality obligation to the providing party; or

(e) is required to be disclosed pursuant to court order, subpoena, or government authority, whereupon the receiving party shall provide notice to the other party prior to such disclosure.

4.6 Limited Warranties

4.6.1 *Software Warranties*

CentralSquare warrants that: (i) it owns or otherwise has the rights in the Software and has the right to grant use of the Software as described in this Agreement.

4.6.1.1 Wireless Service Limitations

Problems in the CentralSquare Software or transmission of data caused by wireless services, including cell phone carriers, cell phone devices and operating systems, and any personal settings on the devices are not warranted by CentralSquare, or covered under the terms of this Agreement. The Customer's use of services provided by wireless service providers or carrier, or transmission of data from cell phone carriers, cell phones and operating systems, and the security, privacy, or accuracy of any data provided via such services is at the Customer's sole risk.

4.6.2 *Hardware and Third-Party Software Warranties*

CentralSquare warrants that, at the time of delivery, the Hardware and Server Hardware will be new and unused. CentralSquare will be solely responsible for processing and managing of all Server Hardware and Third-Party Software warranty claims that may be necessary during the term of this Agreement.

CENTRALSQUARE EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER

WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.7   Legal Relationship

It is expressly understood by Customer and CentralSquare that CentralSquare shall not be construed to be, and is not, an employee of Customer. CentralSquare shall provide services to Customer as an independent contractor with control over the time, means and methods for accomplishing the services outlined in this Agreement. CentralSquare further acknowledges that it is not entitled to such benefits as holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment.

4.8   Insurance Provision

CentralSquare, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

(a) Commercial General Liability Insurance: Commercial general liability insurance with a limit of $1,000,000 for each occurrence; $2,000,000 in the aggregate.

(b) Professional Liability Insurance: Professional liability insurance with a limit of $5,000,000 each claim; $5,000,000 in the aggregate.

(c) Business Automobile Liability Insurance: Business automobile liability insurance or equivalent form with a limit of not less than $1,000,000 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

At Customer's request, CentralSquare shall provide properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement.

5.0   Indemnification and Limitation of Liability

CentralSquare shall indemnify, defend and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

Notwithstanding the foregoing, the aggregate liability of CentralSquare for any reason and upon any cause of action of claim, including, without limitation, CentralSquare's obligation to indemnify and hold harmless under this agreement, shall be limited to direct damages which shall not exceed (i) the amount of the fees paid for the portion of the System giving rise to such claims in the aggregate, including, without limitation, breach of contract, breach of warranty, indemnity, negligence, strict liability, misrepresentations, and

other torts; or (ii) for claims arising under annual maintenance, the amount of the maintenance fees paid for the term in which the claim arises.

IN NO EVENT SHALL CENTRALSQUARE, ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE WHETHER IN CONTRACT OR IN TORT FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER CENTRALSQUARE HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

6.0   Term & Termination

6.1   Term

A.   This Agreement shall commence upon execution hereof and shall continue in full force and effect for a period of one (1) year from the date of contract execution unless the Agreement is otherwise terminated as set forth herein. If Client terminates this Agreement at any time during an annual term, Client shall pay one hundred percent (100%) of the remaining fees owed for the term plus implementation fees if not already paid.

B.   At the conclusion of the annual term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"). (Any Renewal Term collectively referred to herein as the "Term").

6.2   By CentralSquare for Cause

In addition to various other express rights of CentralSquare to terminate this Agreement set forth herein, CentralSquare shall also have the right to terminate this Agreement upon thirty (30) day's prior written notice, provided that CentralSquare gives Customer thirty (30) days' written notice specifying Customer's failure to comply with any material terms or conditions of this Agreement. If within thirty (30) days after receipt of such notice, Customer shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then CentralSquare may, at its option, place Customer in default and the Agreement shall terminate on the date specified in such notice,   and CentralSquare may cancel any unfulfilled portion of it by written notice to Customer due to Customer's failure to comply with any material terms or conditions of this Agreement, or in other cases if: (i) Customer becomes bankrupt or insolvent or enters into any arrangement or composition with its creditors or if a receiver is appointed to direct the business of Customer, or (ii) Customer sells or assigns its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer or assets, sale of stock, operation of law or otherwise, without the express written permission of CentralSquare or (iii) upon Customer's breach of the use or confidentiality and nondisclosure provisions contained herein, or (iv) upon a violation of CentralSquare's proprietary rights hereunder. The termination of this Agreement shall automatically terminate and extinguish the right to use CentralSquare Software.

6.3   By Customer for Cause

Customer may terminate this Agreement for cause based upon the failure of CentralSquare to comply

with any material terms and/or conditions of the Agreement, provided that Customer shall give CentralSquare thirty (30) days' written notice specifying CentralSquare's failure. If within thirty (30) days after receipt of such notice, CentralSquare shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Customer may, at its option, place CentralSquare in default and the Agreement shall terminate on the date specified in such notice.

6.4   Termination without Cause

After the fifth Renewal Term, this Agreement and the Software use granted herein may be terminated by either party by providing notice one-hundred eighty (180) days prior to the date the next Renewal Term payment is due.

6.5   Post-Termination Obligations

All provisions hereof relating to CentralSquare's proprietary rights, confidentiality, non-disclosure and non-solicitation shall survive the termination or expiration of this Agreement. Any fees due as per *Exhibit C: Payment Schedule* for work completed prior to termination shall still be paid by Customer. In the event of termination of this Agreement prior to implementation of the CentralSquare Software, or termination due to Customer's breach of CentralSquare's intellectual property rights, the use of the CentralSquare Software granted under this Agreement shall also terminate and Customer shall remove all Server Hardware and at CentralSquare's direction, either return or destroy the Server Hardware.

7.0   Customer Responsibilities

Customer shall provide one primary Project Manager to be the main point of contact for CentralSquare. Duties of the Project Manager are outlined in *Exhibit A: Statement of Work*.

7.1   Delivery

Upon notice to Customer that the Software, Hardware, and Server Hardware are ready to be delivered, Customer shall ensure that personnel are available to receive the Software, Hardware, and Server Hardware at the location designated for installation, at a date and time mutually agreed to by Customer and CentralSquare.

8.0   Miscellaneous

8.1   Force Majeure

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in Delivery or performance as a result of war, acts of terrorism, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond such party's reasonable control), the actions or omissions of the other party or its employees or agents and/or other similar occurrences beyond the party's reasonable control (an "Excusable Delay"). In the event of any such Excusable Delay, Delivery or performance shall be extended for a period of time as may be reasonably necessary to

compensate for such delay. The party affected by an Excusable Delay hereunder, shall provide written notice to the other party of such delay as soon as reasonably possible.

8.2   Governing Law

This Agreement and performance hereunder shall be governed by the law of the State of Ohio, without giving effect to the principles of conflict of law of such state or international treaties.

8.3   Forum Selection

The Parties hereby submit to the exclusive jurisdiction and venue of the state or federal courts in Montgomery County, Ohio, or federal courts located within Montgomery County, Ohio with respect to any action between the Parties relating to this Agreement.

8.4   Assignment

This Agreement shall apply to, inure to the benefit of, and be binding upon the Parties hereto and upon their permitted successors in interest and permitted assigns. Customer may not assign, without the prior written consent of CentralSquare, which consent shall not be unreasonably withheld, Customer's rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

8.5   Notice

Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt hereof; (ii) if mailed, 7 days after deposit in the U.S. mails, postage prepaid, certified mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth on the first page hereof.

8.6   Survival

All provisions of this Agreement relating to proprietary rights, confidentiality, non-disclosure and to payment of fees by Customer shall survive the termination of this Agreement.

8.7   No Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

8.8   Enforceability

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

8.9   Remedies

Unless otherwise specified herein, the rights and remedies of the Parties set forth in this Agreement are

not exclusive and are in addition to any other rights and remedies available at law or in equity.

8.10   Headings

The headings of the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

8.11   No Third-Party Beneficiaries

The Parties agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, and that there are no third-party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

8.12   Limitation of Actions

No action, regardless of form, arising out of or relating to this Agreement or the subject matter hereof may be brought by either party more than two (2) years after the cause of action has initially arisen, with the exception of either Party's breach of its confidentiality or non-disclosure obligations herein or Customer's violation of CentralSquare's proprietary rights in the Software or any other software owned or licensed by CentralSquare.

8.13   Taxes

Customer shall, in addition to the payments required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transactions contemplated hereby, excluding, however, income taxes on net profits which may be levied against CentralSquare. Customer shall reimburse CentralSquare for the amount of any such taxes or duties paid or accrued directly by CentralSquare as a result of this transaction. If Customer is a tax-exempt organization, Customer will provide CentralSquare with documentation required by the taxing authority to support such exemption at the time of Execution of this Agreement.

8.14   Non-Discrimination

CentralSquare agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and CentralSquare agrees to abide by the requirements of the Americans with Disabilities Act of 1990. CentralSquare agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by CentralSquare, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.

8.15   Change Orders

Change orders and out-of-scope work will be defined by written agreement.

8.16   Cooperative Purchasing

The parties agree that other public entities may use this Agreement, subject to CentralSquare approval, as a purchasing vehicle for CentralSquare's Software and Services. Certain terms and conditions specific to this Agreement shall be negotiated separately with such agencies, including, but not limited to: Pricing, and Payment Terms. Each such agreement shall be fully independent of the other and this Agreement and Client shall not be a party to any such other agreements. A separate Statement of Work and Project Schedule will be developed for the applicable project, and a separate Software Support Agreement, or other ancillary agreements as required for the respective agency's project scope will be entered into with the respective agency.

8.17   Entire Agreement

This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.

This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.

This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

9.0   Definitions

(a)   **Documentation**: All written, electronic, or recorded end user and system administrator documentation and functional descriptions therein that describe the uses, features, and functional capabilities of the System, and that are published or provided to Customer by CentralSquare.

(b)   **Executable Object Code**: Software code which has been compiled for use by the computer and is no longer directly readable or modifiable by humans.

(c)   **Execution of Agreement**: Date Agreement is signed by all enumerated Parties.

(d)   **Hardware**: All ancillary hardware, equipment, and other tangible non-Software items not required to run CentralSquare Software supplied to Customer by CentralSquare under this Agreement.

(e)   **Go Live**: The use of the System as a live, non-test-bed system. This can be exhibited by events such as the completion of the first real-world booking, the taking of the first real-world call for service, the entry of the first real-world case report, or a similar event dealing with real-world use.

(f)   **Software**: Any computer programs in object code form and any updates, enhancements, modifications, revisions, additions, replacements or conversions thereof owned by CentralSquare and set forth or identified in *Exhibit B: Pricing Detail* or subsequently licensed to Customer. Software specifically excludes any Third-Party Software.

(g)   **Server Hardware**: All hardware, equipment, and other tangible non-Software items required to run CentralSquare Software supplied to Customer by CentralSquare under this Agreement listed as "Server Hardware" in *Exhibit B: Pricing Detail*.

(h)   **Services**: All project management, training, data conversion, and other services to be provided by CentralSquare under this Agreement.

(i)   **SSH**: Secure Shell. A cryptographic protocol for securing data which it transmitted over an insecure network.

(j)   **System**: The Software, Server Hardware, and Services to be purchased, developed, licensed, supplied, installed, configured, or implemented by CentralSquare under this Agreement.

(k)   **Third-Party Software**: Any software to be supplied by CentralSquare under this agreement that is purchased or licensed from any source external to CentralSquare for use with or integration into the System.

Pro Suite Contract

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT, INCLUDING ITS EXHIBITS, AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

City of Centerville

Signer's Name: _____

Signer's Title: _____

_____   _____

Signature   *Date*

CentralSquare Technologies, LLC

Signer's Name: _____

Signer's Title: _____

_____   _____

Signature   *Date*

Approved as to form:

_____

Scott A. Liberman, Municipal Attorney

Exhibit A: Statement of Work

CentralSquare will provide Software, Hardware and Services substantially similar to those outlined below, in the quantities specified in *Exhibit B: Pricing Detail*.

1.0   Software

The software detailed in the following sections includes, but is not limited to, the listed functionality.

Pro Suite Base	- Operating system software - Database software - Master name index - Master address index - Master vehicle index	- Secure intra-Customer messaging - Configurable dashboard - Web address links - No duplicate data entry - Authentication
Administration (Core)	- Equipment - Fleet Management - Inventory Management - Purchase Requisitions	- Service Dogs - Policy Manual - Full audit trail - Custom Forms
Administration – Agency Site License	Allows agencies named herein to access and use Customer's CentralSquare Administration system	

Note: Many items are configurable by agency. All other configurations must be agreed upon between Customer and Additional Agencies.

CAD (Core)	- Command-line entry - Bulletins - Configurable CAD Windows - Inactivity Alarms - Rip and Run - Full audit trail	- Command Log - Triple I - Custom CAD Commands - Unit Alarms - ANI/ALI

CAD (Advanced)	- Alarm Billing - Alarm Calls - Nurse Calls - Scheduled and Recurring Scheduled Calls - Tow Calls - Custom Forms	- NCIC Automation - Basic Paging - Run Cards and Unit Recommendation - Unit Specialties - Web windows
CAD – Agency Site License	Allows agencies named herein to access and use Customer's CentralSquare CAD system	

Note: Many items are configurable by agency. All other configurations must be agreed upon between Customer and Additional Agencies.

Mapping (Core) – Server Based	- Command-line entry - Drag and drop commands - Visual status alerts - User-configurable map layers - GIS functions with map window closed - Quickest path unit recommendation [include only if ESRI Network Analyst license in pricing]	- Active calls for service - Call for service click-through - Custom map markers - Address verification - Faster map functions (compared with non-server version) - Required for 15 or more AVL units
Mapping – Agency Site License	Allows agencies named herein to access and use Customer's CentralSquare Mapping system	

Note: Many items are configurable by agency. All other configurations must be agreed upon between Customer and Additional Agencies.

Mapping AVL	Vehicle locations on map	Call for service integration

Mapping AVL – Agency Site License	• Allows agencies named herein to access and use Customer's CentralSquare Mapping AVL system	

Note: Many items are configurable by agency. All other configurations must be agreed upon between Customer and Additional Agencies.

Mapping AVL Playback	• Displays on the map • View by time, by unit, by CFS	• Print or export playback data

Mapping AVL Playback – Agency Site License	• Allows agencies named herein to access and use Customer's CentralSquare Mapping AVL Playback system	

Note: Many items are configurable by agency. All other configurations must be agreed upon between Customer and Additional Agencies.

Jail (Short-Term Holding Only)	• Booking and Release Wizard • Cell Occupancy Log • Activities • Basic Bank • Issued Property • Medicine	• Inmate Property • Victim Notification • Visitor logging • Jail Log • Shift Log • Full audit trail

Jail – Agency Site Licenses	• Allows facilities named herein to access and use Customer's CentralSquare Jail system	

Note: Many items are configurable by agency. All other configurations must be agreed upon between Customer and Additional Agencies.

Mobile Core	• Grants access to the CentralSquare Mobile application	

Mobile AVL	• Vehicles shown on map	• Call for service integration
Mobile CAD	• User-configurable layouts • Day/Night mode • Instant messaging	• Silent dispatch • Bulletins/BOLOS • NCIC queries
Mobile Mapping	• Active calls for service • Map Markers • Visual status alerts	• User configurable map layers • Route from current location to CFS location
Mobile Records	• Cases • Warrants	• Master index access (including mug shots and alerts)
Personnel (Core)	• Personnel Log	• Full audit trail
Personnel (Advanced)	• Commendations • Disciplinary Actions • Positions • Promotions	• Service History • Training • Citizen Feedback
Personnel – Agency Site Licenses	• Allows agencies named herein to access and use Customer's CentralSquare Personnel system	

Note: Many items are configurable by agency. All other configurations must be agreed upon between Customer and Additional Agencies.

Records (Core)	• Case Reports • NIBRS/UCR Submission • Master Record Notes • Protection Orders • Warrants • Juvenile Referral List	• Pawn Property • Pistol Permits • Sex Offenders • Full audit trail

Records (Advanced)	• Field Identifications • Expungement • Intelligence Cases • Investigative Leads • Form Requirements	• Tow Calls • Bicycle Registrations • Parking Tickets • Custom Forms
Records - Agency Site License	• Allows agencies named herein to access and use Customer's CentralSquare Records system	

Note: Workflow and personnel related items are configurable by agency. All other configurations must be agreed upon between Customer and Additional Agencies.

Reporting (Core)	• Pre-defined reports • Custom reports • Ad-hoc reports • Drag and drop report building • Export to PDF, XLS, XML, TXT	• Custom data filters • Statistical analysis • Scheduled reports • COMSTAT compatible • Emailed reports • Reporting Universal Interface Engine
CentralSquare Field Ops	• CJIS compliant mobile device app • Integrated photo and audio capture tools	• Real-time CFS data access • Uses existing CentralSquare Suite user credentials
Community Data Platform (CDP)	• Search engine for CentralSquare Suite CAD and RMS Data • Up to 10 concurrent users supported	• State-wide data sharing
Public Safety Citizen Reporting (P2C)	• Standalone application • Online reporting platform for citizens to report non-emergency incident reports	

1.1 Interfaces

All costs related to CentralSquare's implementation of the following interfaces is represented in *Exhibit B: Pricing Detail*. Customer shall contact all interface third-party vendors notifying them about their integration to CentralSquare Suite. Any third-party costs or charges incurred related to the implementation of the following interfaces will be the responsibility of Customer.

Any interfaces that cannot be deployed as part of System go-live due to Customer or a third-party vendor not being ready for deployment shall not delay Software or Hardware Acceptance.

Customer shall not allow any party, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the CentralSquare Documentation.

CentralSquare backend server software is wholly managed by CentralSquare and the Customer shall not attempt to access it, except as provided in the CentralSquare Documentation. Customer shall not cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

Refer to *Exhibit A: Statement of Work: 3.2 Implementation Process* overview for interface implementation information.

Standard Interfaces

The following are sold as standard interfaces. There will be no software modifications or changes to these standard interfaces:

1.1.1 *CAD – Accurint Interface (Export)*
This is a one-way interface between CS Pro Suite and Accurint Analytics. CS Pro Suite sends Call for Service (CFS) and case report data to Accurint as XML via Accurint's web service. Accurint processes the data and uploads it to its application where the data can be filtered and reported on. CentralSquare also provides a custom link in CS Pro Suite to access the Accurint data and analytics tool.

1.1.2 *CAD – Basic Paging Interface (SMTP/Email) (Export)*
This is a one-way interface from CentralSquare CAD. Pages are sent via email from CentralSquare CAD. CentralSquare enables the paging functionality in CAD.

Customer is responsible for configuring paging groups, templates, and trigger events for this interface.

1.1.3 *CAD – E911 (ANI/ALI) Interface (Import)*
This is a one-way interface from the 911 service provider to CentralSquare CAD. It prepopulates calls for service by parsing raw spill data from the 911 service and importing it.

Customer is responsible for ensuring that:

   (a) *911 service provider sets up the serial connection from the 911 controller to CentralSquare CAD.*

   (b) *911 spill data can be pushed to CentralSquare CAD at a decided upon frequency.*

   (c) *ALI data meets NENA standards*

1.1.4 *CAD – Everbridge Interface (Export)*

This is a one-way interface from CS CAD Pro to Everbridge. Upon configurable triggers within CS Pro, a page is sent to Everbridge with a templated message via e-mail. Based on configuration in Everbridge to specify template rules, group names and delivery methods used for each group, the message triggers Everbridge to send notifications to configured Everbridge users. The notification is only sent when both the unit and incident type are associated with a group defined in Everbridge.

1.1.5 *CAD – ImageTrend Interface (Export)*

This is a one-way interface from CS CAD Pro to ImageTrend. Upon completion of a Call for Service (CFS) in CAD, an XML file containing CFS details, including applicable unit times, is sent from CAD to a SOAP-based web service managed by ImageTrend. ImageTrend is responsible for providing the credentials to CentralSquare which are necessary to access and submit files to the web service.

The Customer is responsible for contacting ImageTrend's Contracts or Sales department to inform them of the integration with CentralSquare. ImageTrend requires 8-10 weeks for configuration of the interface. Customer will also provide CentralSquare with the ImageTrend URL and credentials specific to its agency.

1.1.6 *CAD – Motorola MCC7500 Interface (Import/Export)*

The Motorola MCC7500 Fire Station Alerting interface is designed to provide two-way transfer of data and radio information between CAD Pro and Motorola MCC7500 consoles via the TCP protocol and an application that is installed on the radio console.

When a unit is dispatched in CAD Pro, the interface determines if the station, unit, or personnel assigned to the unit are configured to receive alerts through the interface. If so, it sends alerts for the specified radios to the Motorola Dispatch Console which in turn sends out the configured tones.

Alerts can also be sent to specific radios or to all radios outside of a call for service.

This interface will utilize the Call Alert or Paging functionality within the Motorola MCC 7500/7500E API.

1.1.7 *CAD – ProQA Platinum Certified Interface (Import/Export)*

This is a two-way interface between CS CAD Pro and ProQA. From a call for service (CFS) in CAD, the ProQA application is launched manually or automatically from configured incident codes. CAD sends CFS data to ProQA. CAD users select the appropriate ProQA discipline (Law, Fire, or Medical), and follow the scripted call dialog within ProQA. When triggered by ProQA, CAD imports the call details, including the Responder Summary, to the CFS and updates the incident code if necessary.

1.1.8 *CAD – Rip and Run Interface (Fax/Email)*

This is a one-way interface from CAD to fax and email services. Completed Calls for Service (CFS) from CAD are output (printed) to the services. CentralSquare provides the connection from CentralSquare Suite to the SMTP server.

Customer will provide CentralSquare with SMTP information for setup and will manage all user configurations.

1.1.9 *CAD – RapidSOS LEI Integration (Import)*

This is a one-way interface from RapidSOS to CS CAD Pro. Upon request from the user, CAD calls the RapidSOS API's Location Request function to retrieve the 911 caller's mobile location (latitude and

longitude) and reverse-geocoded address. CAD provides options to set the location as the Call for Service (CFS) address, as well as plot within CS Mapping Pro.

CAD integration with RapidSOS is dependent on RapidSOS processing and returning caller location information.

1.1.10 CAD – RapidSOS Portal Integration
RapidSOS offers a portal accessible from a web browser that call takers and dispatchers at PSAPs can use to query phone numbers and receive information when a device is used to call 911.This interface gives users the ability to launch the RapidSOS portal directly from CAD Pro, either automatically or on demand. The phone number on the call for service (CFS) can be auto queried upon launch. This will decrease dual entry, decrease time spent manually accessing the portal, and give the users critical life-saving information when they need it most.

1.1.11 Jail – JusticeWeb Interface (Export)
This is a one-way interface from CS Jail Pro to JusticeWeb. CentralSquare will submit booking data and corresponding mugshots for currently incarcerated inmates to the JusticeWeb FTP site every 30 minutes (for those records updated since the last export). JusticeWeb will access this information from the FTP site and import it into the JusticeWeb website via a process completely external to CS Pro Suite.

1.1.12 Jail – LiveScan/AFIS Interface (DataWorks Plus) (Export)
This is a one-way interface from Jail to the DataWorks LiveScan system. When an inmate is booked into Jail, a NIST file containing the inmate booking data is written to a network share on the LiveScan system. The vendor will create the network share and pull the files from the network share and submit them to the AFIS network.

1.1.13 Records – API
CentralSquare is developing an API for use with the Pro Records System. CentralSquare will provide their standard API for the Client or Client's Court vendor to develop an interface for the transferring of Citation data to the Courts. Any vendor using this API will need to be approved by CentralSquare.

If CentralSquare's consultation is needed once the API is released, the CST Project Manager will provide the client with a change order for those services.

1.1.14 Records - N-DEx Adapter (IA IEPD)
This is an adapter that produces XML that is conformant to the N-DEx Incident/Arrest (IA) IEPD. CS Pro Suite transmits data to the N-DEx web service via CentralSquare's existing N-DEx WSDL. Data transmission does not include all fields defined in the IEPD.

1.1.15 Records – OH Crime Reporting (OIBRS) Interface
This is a one-way interface from CentralSquare Records to Ohio NIBRS. Customer is able to select cases in CentralSquare Records and manually export those cases to a text file on the local file system. From there, Customer provides the file to the state system. CentralSquare creates functionality to support the text file export from CentralSquare Records.

1.1.16 Records – OH DPS Crash Interface (Export)
This is one-way Interface from CS Records Pro to the Ohio Department of Public Safety (ODPS). Users create accident reports within CS Accident Reporting Pro. Users then review and validate the accident

reports information and import the reports into Records. Upon import, Records validates the information on the accident report against state defined requirements. Records then allows users to export accident reports to the ODPS web service. If any errors are returned from exporting the accident report, Records displays the error(s) to the user for correction and re-submission of the report.

CentralSquare is responsible for exporting the accident report data to the web service and the ODPS is responsible for hosting the web service.

1.1.17 *Records – OH DPS eCitations Interface (Export)*
This is a one-way interface from CS Records Pro to the Ohio Department of Public Safety (ODPS). Once per day, eCitation records are exported from Records as a batch file. This file is placed on a network share where the ODPS retrieves the file and uploads it to the state system via a process entirely outside of CS Pro Suite.

1.1.18 *Records – OH eWarrants Interface (Import/Export)*
This is a two-way integration between the State of Ohio eWarrants system and CS Records Pro. Records imports new warrants and protection orders from the eWarrants system daily. Records then exports warrant and protection order updates to eWarrants according to a determined interval.

1.1.19 *Records – WatchGuard Integration Subscription*
Two-Way Interface between WatchGuard and Records Pro. XML files containing CFS related information are exported to a network share upon user specified CAD Command Actions in CAD Pro.

WatchGuard imports the xml files and tags related video recordings with the CFS Number and Case Number where applicable. A Records Pro import service will call the WatchGuard API every 15 minutes in search of video recordings that contain a Case Report Number or a CFS Number linked to a Case Report. When a matching video recording is found, a Property and Evidence Web link is crated and added to the matching case report. The Web Link will contain a URL to the actual recording within the WatchGuard Web application.

1.1.20 *Pro Suite – LEADS/NCIC Interface (Basic Queries)*
This is a two-way interface between Pro Suite and the CentralSquare-provided NCIC server. The following basic queries will be generated by Pro Suite and passed to the NCIC server: Driver's License, Vehicle Registration, Boat, Article, and Gun. The CentralSquare-provided NCIC server then sends the queries on to NCIC and collects the results. Those query results are then sent back to Pro Suite.

Customer is responsible for providing a network connection and the necessary authentication to the state message switch from the NCIC server. NCIC data mining results will only be returned for the state in which Customer is located.

1.1.21 *Pro Suite – LEADS/NCIC Interface (Criminal History)*
This is a two-way interface between Pro Suite and the CentralSquare-provided NCIC server. Criminal history queries will be generated by Pro Suite and passed to the NCIC server. The CentralSuqare-provided NCIC server then sends the queries on to NCIC and collects the results. Those query results are then sent back to Pro Suite.

1.1.22 *Pro Suite – LEADS/NCIC Interface (Warrants)*
This is a two-way interface between CS Pro Suite and the Ohio message switch. Authorized CS Pro Suite

users can perform wanted person submissions to NCIC via the Ohio message switch directly from the warrants screen in CS Pro Suite. Contractor will provide the forms. Request and return information will be logged to the NCIC tab on the warrants screen in CS Pro Suite and contain a link to the warrant.

1.1.23 *Pro Suite – Time Synchronization Interface*
This is a one-way interface that uses NTP to keep all CentralSquare server's clocks in sync.

2.0 Customer Hardware, Network and Power Requirements

CentralSquare is not responsible for physical installation of the computer hardware required for operating CentralSquare Software. CentralSquare is not responsible for networking any hardware.

Unless otherwise specified, Customer will be responsible for providing the following to meet the hardware, network and power requirements for the System.

2.1 Server Hardware

1. Three (3) rack-mount servers will be purchased by Customer as part of this agreement.

2. Three (3) CentralSquare Suite servers will be configured as follows:

    (a) One (1) Production server with Lantronix remote access device

    (b) One (1) Warm Standby server with Lantronix remote access device

    (c) One (1) Testing/Training server

3. The server hardware costs are as stated in *Exhibit B: Pricing Detail*.

4. The servers will be installed at Centerville Police Department, OH and a standby location.

5. In addition to the standard CentralSquare Suite operating environment, the Production and Standby servers will have the capability of running the following on a virtual machine:

    (a) One (1) virtual NCIC server (message switch)

    (b) One (1) virtual GIS server

6. Ten (10) inches of rack space is required at the primary server location for one (1) CentralSquare Suite Production rack-mounted server (3.5"), one (1) CentralSquare Suite Testing/Training rack-mounted server (3.5"), and one (1) Lantronix remote access device (3.0").

7. Six and one-half (6.5) inches of rack space is required at the standby server location for one (1) CentralSquare Suite Standby rack-mounted server (3.5") and one (1) Lantronix remote access device (3.0").

2.2 Production and Testing/Training Server Network Requirements

1. Six (6) open Ethernet cables and ports to be used by one (1) CentralSquare Suite Production rack-mounted server, one (1) CentralSquare Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.

2. Static IP addresses that include four (4) for the CentralSquare Suite Production rack-mounted server, three (3) for the CentralSquare Suite Testing/Training rack-mounted server, and one (1)

for the Lantronix remote access device.

3. Network access that maintains low-latency and high bandwidth that includes a Virtual Private Network (VPN) to support remote users per the requirements that are set forth in the *Network Requirement Specifications* and *Server Requirement Specification* documents provided by CentralSquare.

2.3   Production and Testing/Training Server Power Requirements

1. One (1) uninterrupted power supply (UPS) that support 1000 watts.

2. Power supply that will handle dual 720 watts for one (1) CentralSquare Suite Production rack-mounted server, one (1) CentralSquare Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.

3. Server cooling that will ensure the appropriate temperatures for one (1) CentralSquare Suite Production rack-mounted server, one (1) CentralSquare Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.

2.4   Standby Server Network Requirements

1. Four (4) open Ethernet cables and ports to be used by the one (1) CentralSquare Suite Warm Standby rack-mounted server and one (1) Lantronix remote access device.

2. Static IP addresses that includes five (5) for the CentralSquare Suite Warm Standby rack-mounted server and one (1) for the Lantronix remote access device.

3. Network access that maintains low-latency and high bandwidth that includes a Virtual Private Network (VPN) to support remote users per the requirements that are set forth in the *Network Requirement Specifications* and *Server Requirement Specification* documents provided by CentralSquare.

2.5   Standby Server Power Requirements

1. One (1) uninterrupted power supply (UPS) that support 1000 watts.

2. Power supply that will handle dual 720 watts for one (1) CentralSquare Suite Standby rack-mounted server, and one (1) Lantronix remote access device.

3. Server cooling that will ensure the appropriate temperatures for one (1) CentralSquare Suite Standby rack-mounted server and one (1) Lantronix remote access device.

3.0   Services

3.1   Project Management

Customer shall provide one primary Project Manager to be the main point of contact for CentralSquare.

A single, dedicated Project Manager will be assigned to manage the project for all Customers included in this installation.

Customer will identify a CentralSquare Build Team. With assistance from CentralSquare Implementation

Analysts, Customer's Build Team is responsible for the configuration of CentralSquare software. The Build Team should expect to devote 10-20% of each week of implementation to CentralSquare configuration work.

Customer's Project Manager and Build Team will work within standard business hours (7:00 AM EST to 6:00 PM EST, Monday through Friday) to enable mutual availability to work with CentralSquare on configuration and project activities.

3.1.1.1 Customer's Dedicated Project Manager Responsibilities
1. Have the authority to speak for Customer from a project perspective.

2. Designate people responsible for specific roles as needed, examples below:

    (a) Module Subject Matter Experts (SMEs)

    (b) Hardware Project Manager

    (c) CentralSquare Build Team Members

    (d) Interface points of contact at Customer (assigned per interface)

3. Involve Customer decision makers when needed

4. Escalate issues to the CentralSquare project manager

5. Eliminate roadblocks for completing project on schedule

6. Sign various project documents and ensuring signoff documents and deliverables are provided to CentralSquare project manager in a timely manner

7. Organize training schedules, training rooms, and training equipment

8. Provide real world scenarios for testing and review

3.1.2 *CentralSquare Project Manager and Project Team*
From the start of the project, a CentralSquare project manager will work with Customer as the single point of contact for implementation of the CentralSquare Suite system. The project manager will develop and manage the implementation schedule and will coordinate with Customer to keep the project on track and on schedule. The project manager will conduct weekly status meetings to provide Customer with project updates.

The CentralSquare project team, under the direction of the project manager, will visit pertinent areas of Customer and will meet with key Customer personnel to understand Customer's operational needs and business rules. Team members will observe Customer's daily operations first-hand and use that information to identify how the CentralSquare Suite system would best be configured to match and enhance Customer's workflows. The project team will train Customer system administrators on configuration options and code table setup.

3.2   Implementation Process Overview
CentralSquare uses a multi-phase approach to ensure a successful implementation for each Customer. Trained and experienced members of the CentralSquare implementation team move through the process

with Customers to ensure successful outcomes. Timelines will be discussed with Customer's project manager and will be mutually agreed upon to ensure a successful Go Live.

3.2.1 Kickoff Meeting
Upon contract signature, a kickoff meeting is scheduled to initiate the implementation process, setting up a statement of work, server installations and scheduling the Business Practice Review (BPR).

3.2.2 Business Practice Review
During this meeting, the CentralSquare project team works with Customer's build team and will demo CentralSquare Suite modules and guide the agency on their configuration tasks.

3.2.2.1 Configuration
Customer plays a large part in the configuration and setup of the final system. Configuration of CentralSquare software is guided by Consultants, via remote online sessions, but is considered a Customer responsibility to complete.

3.2.2.2 Interfaces
See *Exhibit A: Statement of Work: 1.1 Interfaces* for a list of included interfaces.

Customer tasks related to interfaces will start immediately after the initial CentralSquare kickoff meeting. Customer will set up conference calls with CentralSquare and each interface vendor within two weeks of contract signing or one week of kickoff call. Interfaces to and from CentralSquare software are created and tested internally before being available for Customer testing.

Customer is responsible for initiating and facilitating the relationship(s) between CentralSquare and the third-party interface vendor(s).

CentralSquare software interface specifications must be clearly defined in the Interface One Sheet or Interface Specifications Document. If applicable, each interface will be thoroughly tested by Customer before Go Live.

3.2.3 Final System Review
Throughout the project, implementation analysts from CentralSquare will schedule sessions with Customer's Build Team and end users to review any questions or concerns.

3.2.4 Train-the-Trainer and/or End User Training
CentralSquare offers several options for end user training. All of the training options provide hands-on use of the software with real-world examples. Class sizes are limited to ensure that each individual has sufficient time to practice using the system. When the go live date arrives, users are well-prepared to begin using the new software.

3.2.5 Go Live
CentralSquare provides onsite support the day that the new system goes live. Any questions that arise are addressed immediately by the team, ensuring that the first day(s) using the new system goes smoothly.

3.2.6   *Software Acceptance*

Customer acknowledges that the Software shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Software as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity in accordance with the support provisions set forth in *Exhibit D: Maintenance Agreement*.

3.2.7   *Hardware Acceptance*

Customer acknowledges that the Hardware shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Hardware as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity.

3.3   Training and Go Live Support

3.3.1   *Training*

CentralSquare staff will provide for both remote and onsite training as referenced in Appendix A.

The number of days specified for 'on-site' services herein may include travel days in addition to actual days on site at Customer's location(s). CentralSquare will make a good faith effort to minimize the travel time which is necessary for a project by working with Customer to most efficiently plan and schedule the delivery of on-site services.

3.3.1.1 System Configuration and Training

The first portion of training will be performed by the CentralSquare project team. Team members will train and guide Customer's Build Team in configuring the CentralSquare Suite system, setting up and maintaining code tables, managing users and user rights, among other options. Through CentralSquare-guided configuration of the system, the Build Team becomes well versed in the CentralSquare software system administration.

3.3.1.2 Train-the-Trainer and/or End User Training

Instructors will conduct detailed courses for each of Customer's user groups (such as dispatchers or officers). The content of each course will be tailored to the features and functionality in CentralSquare software that each group needs to know and use.

3.3.2   *Training Resources*

Training will be scheduled within standard business hours (7:00 AM EST to 6:00 PM EST, Monday through Friday).

The training facilities and equipment will be provided by Customer based on the following:

3.3.2.1 Instructor Resources

1. One (1) computer with a network connection

2. Most recent CentralSquare Suite version installed and tested (includes login)

3. Two (2) projectors and two (2) screens set up and tested

4. One (1) podium or desk for Instructor

3.3.2.2 Trainee Resources

1. Five (5) to ten (10) computers with network connections two (2) monitors required (three (3) monitors are suggested)

2. One (1) supervisor will attend every class to address policy questions

3. No more than ten (10) trainees in each class

4. Most recent CentralSquare Suite version installed and tested (includes login)

5. All third-party devices (i.e., printers, scanners, barcode reader, mugshot camera) connected and tested

3.3.3 *Go Live Support*

CentralSquare staff will assist users with questions that arise during Go Live and will reinforce skills learned during the training sessions. CentralSquare staff will be onsite for Go Live.

APPENDIX A: TRAINING HOURS

Training Class/Description	Recommended Number of Classes	Recommended Number of Participants	Location & Method of Delivery (e.g., classroom, online)	Hours Per Class
CAD & MAPPING USER TRAINING	2	10 - 12	ONSITE	8
MOBILE CAD & MAPPING USER TRAINING	5	10 - 12	ONSITE	4
MOBILE RECORDS/RECORD END USER TRAINING	5	10 - 12	ONSITE	4
RECORDS PERSONNEL	1	10 - 12	ONSITE	4
NIBRS TRAINING	1	10 - 12	ONSITE	4
PROPERTY & EVIDENCE MANAGEMENT	1	10 - 12	ONSITE	2
JAIL END USER	1	10 - 12	ONSITE	8
MOBILE AGENCY ADMINISTRATOR	1	10 - 12	ONSITE	1
REPORTS TRAINING	1	10 - 12	ONSITE	2
MOBILE CASES TRAINING	1	10 - 12	ONSITE	2

Exhibit B: Pricing Detail

WHAT SOFTWARE IS INCLUDED?

ADMINISTRATION

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	Administration PS Pro Core (Agency Site License) Annual Subscription Fee	1	587.10	- 88.06	499.04
2.	Administration PS Pro Core Annual Subscription Fee	1	1,178.00	- 176.70	1,001.30

Administration Software Subtotal	1,765.10 USD
Administration Software Discount	- 264.76 USD
Administration Software Total	1,500.34 USD

CAD

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
3.	CAD PS Pro Accurint Interface (Export) Annual Subscription Fee	1	1,325.25	- 198.79	1,126.46
4.	CAD PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	1,656.57	- 248.49	1,408.08
5.	CAD PS Pro Advanced (Backup Seat License) Annual Subscription Fee	2	0.00		0.00
6.	CAD PS Pro Advanced (Backup Seat License) Annual Subscription Fee	5	0.00		0.00
7.	CAD PS Pro Advanced (Backup Seat License) Annual Subscription Fee	2	0.00		0.00
8.	CAD PS Pro Basic Paging (SMTP/Email) Interface Annual Subscription Fee	1	0.00		0.00
9.	CAD PS Pro Core (Agency Site License) Annual Subscription Fee	1	4,969.68	- 745.45	4,224.23
10.	CAD PS Pro Core (Backup Seat License) Annual Subscription Fee	2	0.00		0.00
11.	CAD PS Pro Core (Backup Seat License) Annual Subscription Fee	5	0.00		0.00
12.	CAD PS Pro Core (Backup Seat License) Annual Subscription Fee	2	0.00		0.00
13.	CAD PS Pro Core Annual Subscription Fee	1	4,418.63	- 662.79	3,755.84
14.	CAD PS Pro E911 (ANI/ALI) Interface Annual Subscription Fee	1	0.00		0.00
15.	CAD PS Pro Everbridge Interface (Export) Annual Subscription Fee	1	4,418.63	- 662.79	3,755.84
16.	CAD PS Pro ImageTrend Interface (Export) Annual Subscription Fee	1	2,208.75	- 331.31	1,877.44

#	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
17.	CAD PS Pro Motorola MCC7500 Interface (Two-way) Annual Subscription Fee	1	5,891.50	- 883.72	5,007.78
18.	CAD PS Pro ProQA PlatinumCertified Interface (Import and Export) Annual Subscription Fee	1	4,123.00	- 618.45	3,504.55
19.	CAD PS Pro Rip and Run (Fax/Email) Interface Annual Subscription Fee	1	0.00		0.00
20.	CAD RapidSOS Integration Subscription Core Annual Subscription Fee	1	750.00	- 112.50	637.50
21.	CAD RapidSOS LEI and Portal Integration Subscription Core (Agency Site License) Annual Subscription Fee	1	1,350.00	- 202.50	1,147.50

CAD Software Subtotal 31,112.01 USD
CAD Software Discount - 4,666.79 USD
CAD Software Total 26,445.22 USD

JAIL

#	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
22.	Jail PS Pro Justice Web Interface (Export) Annual Subscription Fee	1	2,651.18	2,253.50
23.	Jail PS Pro LiveScan/AFIS Interface (Export) Annual Subscription Fee	1	1,976.60	1,680.11
24.	Jail PS Pro Short Term Holding Only (Agency Site License) Annual Subscription Fee	1	425.30	361.51
25.	Jail PS Pro Short Term Holding Only Annual Subscription Fee	1	3,240.33	2,754.28

Jail Software Total 8,293.41 USD

MAPPING

#	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
26.	Mapping PS Pro AVL (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	2,208.75	- 331.31	1,877.44
27.	Mapping PS Pro AVL (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	2	103.08	- 30.92	175.24
28.	Mapping PS Pro AVL (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	5	103.08	- 77.30	438.10
29.	Mapping PS Pro AVL (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	2	103.08	- 30.92	175.24

30.	Mapping PS Pro AVL Playback (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	1,325.25	- 198.79	1,126.46
31.	Mapping PS Pro Core (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	2,351.19	- 352.68	1,998.51
32.	Mapping PS Pro Core (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	2	235.12		470.24
33.	Mapping PS Pro Core (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	5	235.12		1,175.60
34.	Mapping PS Pro Core (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	2	235.12		470.24
35.	Mapping PS Pro Core Annual Subscription Fee	1	3,134.90	- 470.23	2,664.67

Mapping Software Subtotal	12,063.89 USD
Mapping Software Discount	- 1,492.15 USD
Mapping Software Total	10,571.74 USD

MOBILES

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
36.	Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	41	120.00	- 738.00	4,182.00
37.	Mobile PS Pro AVL Annual Subscription Fee	15	58.90	- 132.45	751.05
38.	Mobile PS Pro CAD Annual Subscription Fee	15	132.53	- 298.20	1,689.75
39.	Mobile PS Pro Core Annual Subscription Fee	1	1,472.50	- 220.87	1,251.63
40.	Mobile PS Pro Mapping Annual Subscription Fee	15	214.03		3,210.45
41.	Mobile PS Pro NCIC Annual Subscription Fee	15	0.00		0.00
42.	Mobile PS Pro Records Annual Subscription Fee	15	279.78	- 629.55	3,567.15

Mobiles Software Subtotal	16,671.10 USD
Mobiles Software Discount	- 2,019.07 USD
Mobiles Software Total	14,652.03 USD

PERSONNEL

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
43.	Personnel PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	668.61	- 100.29	568.32

44.	Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00		0.00
45.	Personnel PS Pro Core Annual Subscription Fee	1	0.00		0.00

Personnel Software Subtotal	668.61 USD
Personnel Software Discount	- 100.29 USD
Personnel Software Total	568.32 USD

RECORDS

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
46.	Records PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	1,678.65	- 251.80	1,426.85
47.	Records PS Pro Core (Agency Site License) Annual Subscription Fee	1	5,035.95	- 755.39	4,280.56
48.	Records PS Pro Core Annual Subscription Fee	1	2,209.00	- 331.35	1,877.65
49.	Records PS Pro NDEx Adapter (IA IEPD) Annual Subscription Fee	1	0.00		0.00
50.	Records PS Pro OH Crime Reporting (OIBRS) Interface Annual Subscription Fee	1	0.00		0.00
51.	Records PS Pro OH DPS Crash Interface (Export) Annual Subscription Fee	1	2,651.18	- 397.68	2,253.50
52.	Records PS Pro OH DPS eCitations Interface (Export) Annual Subscription Fee	1	2,651.18	- 397.68	2,253.50
53.	Records PS Pro OH eWarrants Interface (Two-way) Annual Subscription Fee	1	5,302.35	- 795.35	4,507.00
54.	Records PS Pro WatchGuard Integration Subscription Annual Subscription Fee	1	3,000.00		3,000.00

Records Software Subtotal	22,528.31 USD
Records Software Discount	- 2,929.25 USD
Records Software Total	19,599.06 USD

SERVERS

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
55.	PS Pro Esri Analyst License Annual Subscription Fee	1	1,788.13	1,788.13
56.	PS Pro Esri Server License Annual Subscription Fee	1	1,788.00	1,788.00
57.	PS Pro Production GIS Virtual Server Annual Subscription Fee	1	0.00	0.00
58.	PS Pro Production NCIC Virtual Server Annual Subscription Fee	1	0.00	0.00
59.	PS Pro Warm Standby GIS Virtual Server Annual Subscription Fee	1	0.00	0.00
60.	PS Pro Warm Standby NCIC Virtual Server Annual Subscription Fee	1	0.00	0.00

			Servers Software Total	3,576.13 USD

SUITE

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
61.	Community Data Platform Annual Subscription Fee	1	0.00	0.00
62.	PS Pro LEADS/NCIC Interface (Basic Queries) Annual Subscription Fee	1	4,267.18	4,267.18
63.	PS Pro LEADS/NCIC Interface (Criminal History) Annual Subscription Fee	1	387.93	387.93
64.	PS Pro LEADS/NCIC Interface (Warrants) Annual Subscription Fee	1	3,103.40	3,103.40
65.	PS Pro Reporting Core Annual Subscription Fee	1	0.00	0.00
66.	PS Pro Reporting Universal Interface Engine Annual Subscription Fee	1	0.00	0.00
67.	PS Pro Time Synchronization Interface Annual Subscription Fee	1	0.00	0.00
68.	Public Safety Citizen Reporting Annual Subscription Fee	1	2,500.00	2,500.00

			Suite Software Total	10,258.51 USD

SOFTWARE SUMMARY

Software Subtotal	106,937.07 USD
Software Discount	- 12,716.32 USD
Software Total	**94,220.75 USD**

WHAT SERVICES ARE INCLUDED?

SERVICES

	DESCRIPTION	TOTAL
1.	Public Safety Consulting Services - Fixed Fee	46,020.00
2.	Public Safety GIS/Analytics Services - Fixed Fee	7,800.00
3.	Public Safety Project Management Services - Fixed Fee	28,860.00
4.	Public Safety Technical Services - Fixed Fee	41,340.00
5.	Public Safety Training Services - Fixed Fee	18,525.00
6.	Public Safety Travel & Living Expenses Estimate	9,200.00

Services Subtotal	151,745.00 USD
Services Discount	- 5,684.25 USD
Services Total	146,060.75 USD

SERVICES SUMMARY

Services Subtotal	151,745.00 USD
Services Discount	- 5,684.25 USD
Services Total	**146,060.75 USD**

WHAT HARDWARE IS INCLUDED?

SERVERS

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	PS Pro Production Server Annual Subscription Fee	1	6,644.50	6,644.50
2.	PS Pro Training/Testing Server Annual Subscription Fee	1	4,818.94	4,818.94
3.	PS Pro Warm Standby Server Annual Subscription Fee	1	5,979.54	5,979.54
			Servers Hardware Total	17,442.98 USD

HARDWARE SUMMARY

Hardware Total	**17,442.98 USD**

QUOTE SUMMARY

Software Subtotal	
	106,937.07 USD
Services Subtotal	
	151,745.00 USD
Hardware Subtotal	
	17,442.98 USD
Quote Subtotal	271,525.05 USD
Discount	- 18,400.57 USD
Quote Total	**257,724.48 USD**

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR SUBSCRIPTION TOTAL (INCLUDES MAINTENANCE)	111,663.73
SECOND YEAR SUBSCRIPTION TOTAL (INCLUDES MAINTENANCE)	111,663.73
THIRD YEAR SUBSCRIPTION TOTAL (INCLUDES MAINTENANCE)	111,663.73
FOURTH YEAR SUBSCRIPTION TOTAL (INCLUDES MAINTENANCE)	111,663.73
FIFTH YEAR SUBSCRIPTION TOTAL (INCLUDES MAINTENANCE)	111,663.73

Exhibit C: Payment Schedule

The total amount of this contract is **$257,724.48**.

The amounts due under this contract are as follows:

Upon Project Kickoff	25%
Upon Completion of Software Load	25%
Upon Completion of System Review	20%
Upon Completion of End User Training	10%
Upon Go Live	20%
Annual Subscription Fee – due upon Go Live	100%
Travel & Living Expenses	Due as incurred

CentralSquare shall deliver to Customer an invoice: (a) within thirty (30) days of completion of the corresponding milestone as evidenced above and subject to written approval by Customer of each milestone prior to invoicing; and (b) thirty (30) days prior to each Anniversary Date for each annual Subscription Fee. All payments are due within thirty (30) days of receipt of any invoice. In the event of a disputed invoice, Customer shall pay the entire non-disputed portion of any such invoice.

All amounts due and payable to CentralSquare hereunder shall, if not paid when due, bear a late charge in accordance with Section 3.5 of this Agreement. After the fifth anniversary of Go Live, the annual subscription fee shall increase by an amount not to exceed 5%.

The remittance address for payments only is:
CentralSquare Technologies
12709 Collection Center Drive
Chicago, IL 60693

Exhibit D: Support Addendum

1.0   Term

Support will be provided in accordance with this Support Addendum for the Term of the Agreement so long as all Subscription Fees are current and paid in full.

2.0   Software Updates

While this Agreement remains in full force and effect, CentralSquare will maintain the Software by providing software updates and/or enhancements to Customer. All software updates provided to Customer by CentralSquare pursuant to the terms of this Agreement shall be subject to the terms and conditions of Section 2.0 License of this Agreement.

CentralSquare will install software updates remotely. Customer is responsible for guaranteeing that sufficient, capable personnel that possess the appropriate technology skills and public safety knowledge are available during the maintenance window. All updates will occur during normal business hours. Normal business hours are defined as: 08:00-17:00 CT. Software updates are offered in the following time slots: 08:00-10:00 CST, 10:00-12:00 CST, 13:00-15:00 CST. CentralSquare Technologies will work with the Customer to schedule an agreeable time to occur during these time slots.

2.1 Included Updates

Updates will be provided on an as-available basis and include the items listed below:

1.   Bug fixes;

2.   Enhancements to products provided under this Agreement;

2.2 Not-Included Updates

Updates do not include:

1.   Platform extensions including product extensions to different platforms (premise, hosted, cloud), different windowing system platforms, or different operating system platforms

2.   New functions such as new modules, interfaces, components, products, or applications.

3.0   Hardware Updates

Server Hardware updates consist of different types of hardware changes ranging from hardware replacement (such as replacing a hard disk), to hardware additions and hardware updates. Server Hardware updates require physical access to the servers. Customer is responsible for guaranteeing that sufficient, capable personnel that possess the appropriate technology skills and public safety knowledge are available during the maintenance window. All updates will occur during normal business hours. Normal business hours are defined as: 08:00-17:00 CT. Hardware updates are offered in the following time slots: 08:00-10:00 CST, 10:00-12:00 CST, 13:00-15:00 CST. CentralSquare Technologies will work with the Customer to schedule an agreeable time to occur during these time slots.

4.0 Support

4.1 General Support

CentralSquare shall provide phone and email support for the Software licensed under this Agreement and shall maintain a support center database to track any reported issues. Customer is required to accept and maintain updates to a supported version of the application(s) in order to maintain access to support services. No support will be provided for Software more than two versions back from the most recently released version.

Support does not include custom programming services or training.

Support is available 24 hours a day, seven days a week for CentralSquare Suite customers.

4.2 Remote Support

The BeyondTrust/Bomgar and/or SecureLink remote support solutions shall be the method of remote access to customer systems and/or data. These solutions meet all requirements as contained in Section 5.5.6 of the FBI CJIS Security Policy (Remote Access). Use of either of these solutions enable customer agencies to remain CJIS compliant for purposes of FBI and/or state regulatory agency audits.

VPN usage to connect to customer environments is prohibited. If previously contractually mandated, all costs associated with CentralSquare's use of any technological device to mitigate against the risk of such connection shall be the responsibility of Customer. This includes but is not limited to jumpboxes, virtual machines, etc. Any access to Customer's system and/or data shall be through the use of CentralSquare's unique user SSO credentials, and all such access must be capable of being logged in accordance with FBI CJIS Security Policy.

4.3 GIS Data Maintenance

GIS data updates and maintenance are defined as changes to the GIS data based on actual additions or changes to points (e.g. addresses), lines (e.g. roads), or layers (e.g. Emergency Service Zones) that occur after the date of the software install.

CentralSquare will provide one (1) GIS update per month as part of this contract.

4.4 Server Hardware Maintenance

CentralSquare will maintain the Server Hardware necessary to host the Software. This does not include any hardware except the CentralSquare Technologies' supplied Server Hardware. "Server Hardware Maintenance" is defined as ensuring the operating system and/or applications as installed are current and up to date.

A standby server is available for purchase by customer. This server replicates the production environment and is available to the customer for use in the event of a hardware and/or software failure of the production server. The training server is similar to the production server but it is not a mirror image of same. The training server cannot be utilized as a production server or other means to support the agency with respect to the Pro application and/or interfaces thereto in the event of a hardware failure of the production server.

In the event of a hardware and/or software failure, if the customer does not purchase a standby server, the customer acknowledges that the customer will be down for an extended period of time which could include, but not be limited to, an extended period of time while replacement hardware and/or software is attained and/or configured for use.

4.5   Customer Responsibilities

4.5.1   *Access to Premises*
Customer shall provide CentralSquare with reasonable and timely access to the sites and personnel necessary for CentralSquare to perform its obligations under this Agreement.

4.5.2   *CentralSquare Server Access*
Customer will ensure that all CentralSquare Server Hardware are directly network accessible to CentralSquare at all times via SSH. There shall be no additional authorization or equipment required except as requested by CentralSquare. The persistent SSH secured service connection is mandatory and necessary for the proper functionality of the managed server component and/or the Pro application by the CentralSquare Technologies DevOps team. This connection is only utilized by CentralSquare Technologies' CJIS-compliant employees for purposes that include but are not limited to, contractually mandated backups, installation of major and minor software releases and/or execution of the managed service component of the Agreement.

4.5.3   *Network Configuration Notification Requirements*
Customer shall notify CentralSquare regarding all updates to Customer's network configuration, firewall changes, and IP address updates with a minimum twenty-four (24) hour notice prior to implementation of such changes.

4.5.4   *System Administrator*
Customer is responsible for naming one or more System Administrators to serve as a primary point of contact between Customer and CentralSquare. At least one System Administrator must be available at all times. Customer will ensure that the System Administrators possesses the appropriate technology and public safety knowledge and skills to perform this role sufficiently.

4.5.5   *Security*
Customer is responsible for providing all physical security. The customer is responsible for securing their network.

4.5.6   *System Updates*
Customer shall work in good faith to allow CentralSquare to install System updates as requested by CentralSquare.

Exhibit E: Additional Terms and Conditions for On-Premise Subscriptions

Terms and Conditions for On-Prem Subscriptions

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

1. **Subscription Access.** Customer is purchasing subscription priced software under this Quote. 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 granted in this Quote. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote.

   If customer terminates this Quote in accordance with the termination for convenience provision below, customer shall be entitled to a pro-rata refund of the annual subscription fee, calculated by the remaining months in the applicable annual subscription.

2. **Termination for Convenience.** This Quote may be terminated without cause by either party by providing written notice to the other party thirty (30) days prior to the date of termination.

3. **Termination of Access Rights.** Upon termination of this Quote, (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.

4. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof under this Quote. 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 with this Quote no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.

COMMUNITY DATA PLATFORM MEMBERSHIP PROGRAM

Client: City of Centerville (for the benefit of and use by Centerville Police Department)

Membership

A. CentralSquare Technologies, LLC ("CentralSquare") offers qualifying Member Agencies access to IQ Search and CrimeMapping.com limited services (the Software and Services) as defined in this Agreement.

B. Clients who wish to qualify as a Member Agency must:

    a. Be a CJIS compliant Law Enforcement Agency
    b. Agree to contribute data to the Community Data Platform including:
        i. CAD
        ii. RMS Incidents
        iii. RMS Arrests
        iv. RMS Warrants
        v. RMS Master Names
    c. Agree to allow CentralSquare to share their data with other Member Agencies and third parties as provided in this Agreement

C. The Member Agency (also referred to herein as "Client") will receive the following benefits:

Free subscription to IQ Search for up to 10 Concurrent Users, limited to the following:			
	Your Contributed Data	Your State's Participating Agencies	National Participating Agencies
RMS Incidents			
• QuickView (Date of Occurrence, Location, Incident Type Description, Case Status, RMS Case Number, Agency)	YES	YES	
CAD Call for Service			
• QuickView	YES		

Free subscription to CrimeMapping.com
Public access to:
Radius searches of crime data from a specified location
Map-based summary of RMS Incident statistics based on crime type, description, location, agency, date
Register for alerts on RMS Incident activity within a certain radius of a location and/or crime type
Map-based citizen/public access to categorized RMS Incidents

A free 90-day trial to the national IQ Search service which includes full detailed searches.

D. The Member Agency will receive up to 10 concurrent user licenses to the Community Data Platform.

E. In consideration of the free subscription to IQ Search and CrimeMapping.com as defined above, Client understands and agrees that CentralSquare will process and anonymize

data from the IQ Community Data Platform (the "Aggregate Data") to provide further commercial services for its clients and third parties as described below.

F. Full search concurrent user licenses can be purchased to increase concurrent user access and search/query builder capabilities.

License

Membership includes a limited non-exclusive, non-transferable license to use the Software and Services, located on CentralSquare's servers, through Client's computer(s).

The Software and Services provide users an effective set of tools for conducting investigations, monitoring regional crime trends, and increasing transparency to the community.

Client is expressly prohibited from sublicensing, selling, renting, leasing, providing service bureau or timeshare services, distributing or otherwise making the Software and Services available to third parties.

Access and Passwords

A. Access to IQ Search by Client's authorized end users ("Authorized Users") will require the use of a password. Client is responsible for management and control of passwords for its end users.

B. Client acknowledges (i) that the protection of passwords issued to Authorized Users is an integral part of CentralSquare's security and data protection process and procedures and, (ii) that CentralSquare will rely on Client utilizing and maintaining proper password control obligations and procedures. In the event that Client has reasonable cause to believe that a password is being improperly used by an Authorized User or used by an unauthorized person, Client shall promptly notify CentralSquare. CentralSquare reserves the right to deactivate a compromised password immediately upon notice from Client without further notice to Client or the affected Authorized User. CentralSquare shall have the right, at its sole cost and expense, to utilize an independent certified accounting firm, to verify the number of passwords that have been issued for use by Authorized Users of the Client and use of these passwords within Client's organization in compliance with the terms of this Agreement.

Termination

A. This Agreement may be terminated by CentralSquare upon thirty (30) days' written notice due to a material breach by Client.

B. Either Party may terminate this Agreement for convenience upon thirty (30) days' written notice to the other Party.

Client Responsibilities

A. Client will assign a Client Administrator to manage end user access and passwords.

B. Client is responsible for providing hardware, operating system and browser software that meets CentralSquare's technical specifications, as well as providing and maintaining a fast, stable, high-speed connection and remote connectivity for data contribution services as well as individual client user access.

C. Client is solely responsible for the integrity of all data and information that is provided to CentralSquare under this Agreement (i.e., the Client Information), including

completeness, accuracy, validity, authorization for use and integrity over time, regardless of form and format, and whether or not such data is used in conjunction with the Subscription Services.

D. Client shall not attempt to decode, disassemble, copy, transmit, transfer or otherwise reverse engineer the Services, including, without limitation, the Software.

E. Client is responsible for maintaining an active e-mail account for correspondence with CentralSquare.

F. Client is responsible for proper firewall maintenance allowing for data to move from their on-premise data contributing system to the applicable IQ application.

Confidentiality

A. In association with the execution of this Agreement and CentralSquare's participation in the use and support of the Software and Services, Client has obtained, will have access to, or will obtain confidential information regarding intellectual property of CentralSquare, the Software and Services and its contents, sales and marketing plans and other similar information (hereinafter referred to as "Confidential Information"). Client acknowledges that the Software and Services itself represents and embodies certain trade secrets and confidential information of CentralSquare. Subject to and as allowed by Ohio's Public Records Act, Client hereby agrees that, for itself and its shareholders, officers, directors, employees, and agents, Client shall not disclose any of CentralSquare's trade secrets or Confidential Information without CentralSquare's prior written consent for any such disclosure.

B. In association with the execution of this Agreement and the participation of CentralSquare in the support of the Software and Services, CentralSquare has obtained or will obtain confidential information of Client regarding the business of Client or its customers ("Client Information"). CentralSquare shall not use any Client Information except as expressly set forth in this Agreement.

C. Confidential Information of either Party shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to receiving Party on a non-confidential basis by a third party not having a confidential relationship with the other Party hereto that rightfully acquired such information; (iv) communicated to a third party by receiving Party with the express written consent of the other Party hereto; or (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, etc. to the other Party so that such Party will have the opportunity to obtain a protective order.

D. Subject to Ohio's Public Records Act, each Party agrees to restrict access to the Confidential Information or Client Information of the other Party to those employees or agents who require access in order to use or support the Software and Services, acknowledging that certain Confidential Information or Client Information of each Party may be disclosed to Authorized Users as a necessary function of the Software and Services; and, except as otherwise provided, neither Party shall make Confidential Information or Client Information available to any other person or entity without the prior written consent of the other Party.

E. Notwithstanding the foregoing, Client understands and agrees that CentralSquare may transfer Client Information to a third party hosting entity for the purposes of providing the

communications infrastructure, hosting services and/or related support and other operations necessary to deliver all or certain portions of the Services; provided that CentralSquare, in turn, binds such third party to confidentiality and non-disclosure terms that are at least as protective of CentralSquare's and Client's interests as the terms stated herein. In addition, CentralSquare may also access and use Client Information and results or data, in a de-identified form, for data or analysis purposes (including for the purpose of preparing the Aggregate data and for crime data reporting), and may distribute the results of such analysis or data summaries to other Member Agencies or third parties provided no personally identifying information in the Client Information is disclosed. Client acknowledges that CentralSquare shall have no responsibility or liability for unauthorized access to or dissemination of Client Information by Authorized Users or other third parties, whether as a result of breach of data security, misappropriation or misuse of passwords or any other cause.

<u>Ownership and Rights</u>

A. CentralSquare owns all rights and title in and to the Software and Services. Further, Client agrees that the Software screens and any output of the Software, excepting the Client Information, are the property of CentralSquare and subject to United States and other patent, copyright, trademark, trade secret and other applicable laws and treaties and Client agrees that it shall not remove, alter or obstruct any ownership or use legends that CentralSquare places on any such screens or output of the Services. Nothing contained in this Agreement shall be construed as granting Client any rights in or to the Software and Services (including, without limitation, the Software and output of the Services), the deliverables from the implementation or additional services or related Confidential Information, other than the right to use the Software and Services and any applicable Confidential Information of CentralSquare during the Term, in accordance with this Agreement.

B. Clients who elect to participate in the Membership Program contribute to a database of information utilized by members to conduct investigations, monitor regional crime trends, and increase transparency to their communities. Notwithstanding anything to the contrary herein, excluding CJIS data, or personally identifying data, Client agrees that CentralSquare has and retains all rights to use any data and information relating to the Software and Services that is uploaded, inputted, or otherwise submitted by Client for any commercial purposes during or after the term of this Agreement; and any information that constitutes, or results in, an improvement or other modification to the Software and Services. CentralSquare shall retain all rights and ownership to the Aggregate Data.

C. As between the parties, CentralSquare agrees that all Client Information provided to CentralSquare under this Agreement for CentralSquare's use in connection with the Software and Services is the property of Client; provided, however, CentralSquare shall have the right to retain Client Information in accordance with its obligations under the terms of this Agreement in the event that the return or the destruction of any Client Information is infeasible, and in any event may use and retain Client Information as provided in Section E of the "Confidentiality" section above.

D. The term "Developments" shall mean all programs, upgrades, updates or other enhancements or modifications to the Software, if any, and all Documentation or other materials developed and/or delivered by CentralSquare in the course of providing technical support or otherwise, under this Agreement.

E. Client will not have the ability to copy the Client Information entered onto the Software. Rather, CentralSquare shall retain the physical copy of the Software, title, right and interest in and to the Software, including upgrades, updates, and/or other enhancements

or modifications to the Software in any medium, including but not limited to all copyrights, patents, trade secrets, trademarks, and other proprietary rights.

F. CentralSquare reserves the right to provide free cloud storage only for those data items viewable as part of the Limited Search Capabilities. Additional data attached to contributions such as video, images, and other document types may induce optional storage fees for cloud retention.

Liability

A. THE SERVICES, SOFTWARE AND ANY DOCUMENTATION ARE MADE AVAILABLE FOR CLIENT'S USE "AS IS" AND EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

B. CENTRALSQUARE DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE. IN NO EVENT SHALL CENTRALSQUARE BE LIABLE TO CLIENT OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE FOR INCIDENTAL, SPECIAL, INDIRECT, GENERAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, INCOME, LOSS OR USE OF DATA, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, SOFTWARE AND ANY DOCUMENTATION EVEN IF CENTRALSQUARE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

C. CENTRALSQUARE DISCLAIMS ALL LIABILITY FOR THE ACCURACY AND/OR COMPLETENESS OF DATA, INCLUDING BUT NOT LIMITED TO DATA SUPPLIED WITH THE SOFTWARE OR AS ADDED OR MODIFIED BY CLIENT OR ANY THIRD PARTY, OR DATA AS PROCESSED ON CLIENT'S OR CENTRALSQUARE'S COMPUTER NETWORK. CLIENT BEARS THE ENTIRE RESPONSIBILITY FOR ITS COMPUTER NETWORK, INCLUDING CLIENT'S USE OF THE SOFTWARE, THE PERFORMANCE OF THE SERVICES AND THE SOFTWARE AND THE BEHAVIOR OF THE DATA ON EITHER CLIENT'S OR CENTRALSQUARE'S COMPUTER NETWORK.

D. CENTRALSQUARE REPRESENTS AND WARRANTS TO CLIENT THAT, TO CENTRALSQUARE'S CURRENT AND ACTUAL KNOWLEDGE, THE SOFTWARE, WHEN USED IN ACCORDANCE WITH THIS AGREEMENT, DOES NOT VIOLATE ANY EXISTING U.S. COPYRIGHTS, PATENTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AS OF THE DATE OF THIS AGREEMENT. CENTRALSQUARE SHALL INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY CLIENT ARISING OUT OF ANY BREACH OF THIS WARRANTY ON THE PART OF CENTRALSQUARE.

E. IN NO EVENT SHALL CENTRALSQUARE'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE VALUE OF ONE ANNUAL TERM OF THE SUBSCRIPTION FEES FOR IQ SEARCH AND CRIMEMAPPING.COM.

Assignment

Client shall not transfer or assign any of its rights or obligations under this Agreement to any other person or entity without the express written permission of CentralSquare, which permission shall not be unreasonably withheld. Any assignment without such express written permission of CentralSquare shall result in the automatic termination of this Agreement.

Notices

Written notices required or permitted to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) (three) 3 days after mailing by the party when notices are sent by First Class Mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

To Client:	To CentralSquare:
City of Centerville	CentralSquare Technologies, LLC
Attn:	Attn: Contracts
155 West Spring Valley Pike	1000 Business Center Drive
Centerville, OH 45458	Lake Mary, FL 32746

Governing Law

Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Ohio, without regard to its conflict of law provisions.

Support Services

Support will be provided in accordance with Attachment A.

This Agreement does not include any other CentralSquare subscription services. Additional subscription services purchased by Client will be subject to applicable fees.

Agreement

This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

CITY OF CENTERVILLE   **CENTRALSQUARE TECHNOLOGIES, LLC**

_____   _____
Accepted By (Signature)   Accepted By (Signature)

_____   _____
Printed Name   Printed Name

_____   _____
Title   Title

_____   _____
Date   Date

Approved as to form:

_____
Municipal Attorney

Schedule A

TECHNICAL SUPPORT

This Schedule describes the terms and conditions relating to technical support that CentralSquare will provide to Client during the Term of the Agreement.

<u>Technical Support Services:</u>

Client may contact CentralSquare for issues with IQ Search via the following: by phone at (800) 987-0911 or via the Customer Portal: https://support.centralsquare.com. Assistance may include remote connectivity, modem, or electronic bulletin board.

Software Problem Reporting. Client may submit requests to CentralSquare identifying potential problems in the Software. Requests should be in writing and directed to CentralSquare by e-mail. CentralSquare retains the right to determine in its sole discretion the final disposition of all requests, and will inform Client of the disposition of each request. If CentralSquare decides in its sole judgment to act upon a request, it will do so by providing a bug fix as described above.

Scheduled Maintenance. IQ applications may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the IQ Updates, operating system updates/patches and updates to other third-party applications as needed. Clients are notified of maintenance periods via an email message.

<u>Exclusions from Technical Support Services:</u>

CentralSquare shall have no support obligations with respect to any third-party hardware or software product ("Nonqualified Product"). If CentralSquare provides support services for a problem caused by a Nonqualified Product, or if CentralSquare's service efforts are increased as a result of a Nonqualified Product, CentralSquare will charge time and materials for extra service at its current published rates for custom software services. If, in CentralSquare's opinion, performance of technical support is made more difficult or impaired because of a Nonqualified Product, CentralSquare shall so notify Client, and Client will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render technical support under this Agreement. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

<u>Client Responsibilities:</u>

In connection with CentralSquare's provision of technical support as described herein, Client acknowledges that Client has the responsibility to do each of the following:

1) Provide hardware, operating system and browser software that meets CentralSquare's technical specifications, as well as a fast, stable, high-speed connection and remote connectivity.

2) Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;

3) Maintain the designated computer system at the latest code revision level deemed necessary by CentralSquare for proper operation of the Software;

4) Supply CentralSquare with access to and use of all information and facilities determined to be necessary by CentralSquare to render the technical support described herein;

5) Perform any test or procedures recommended by CentralSquare for the purpose of identifying and/or resolving any problems;

6) At all times follow routine operator procedures as specified in the Documentation set forth in the online portal(s) used to access the service;

7) Other than CentralSquare's confidentiality obligations with respect to Client Information as set forth in this Agreement, Client shall, subject to Ohio's Public Records Act, remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information; and

8) Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.