

# **Software License and Service Agreement**

**City of Key West**

## Pro Suite Contract

This Software License and Service Agreement (this “Agreement”) entered into as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between the City of Key West (for the benefit of and use by Key West Police Department) (“Customer”), having its principal place of business at PO Box 1409, Key West, FL 33041, 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”.

WHEREAS, Customer entered into a prior agreement for ONESolution Software products with Superior (“Superior”), a CentralSquare Technologies, LLC company; and

WHEREAS, Customer is a currently licensed end user of the ONESolution Software; and

WHEREAS, Customer desires to discontinue use of the ONESolution application(s) and upgrade to the CentralSquare Software identified in Exhibit B to this Agreement; and

WHEREAS, this Agreement shall replace and supersede any and all prior agreements directly related to the ONESolution products being replaced by this Agreement and its Exhibits.

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

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

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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.

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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, together with all of CentralSquare's expenses, collection costs and reasonable attorneys' fees incurred in enforcing this Agreement.

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### 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. 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

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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, 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



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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

CentralSquare may immediately 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.

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### 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.

**CENTRAL SQUARE 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.



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To the extent authorized by law, Customer hereby agrees to defend, indemnify, and hold harmless CentralSquare from any and all loss, damage, liability, or expense in connection with any action, proceeding, or claim for injury, including death to any person or persons, or damage to, loss of the use of, or loss of tangible property of any person, firm, or corporation, including the parties hereto, arising or resulting out of the performance of this contract, but only to the extent caused or incurred by the negligence or other actionable fault of the Customer or its agent. This obligation shall be limited to a maximum amount of the sovereign immunity limits of liability prescribed in 768.28, Florida Statutes, namely \$200,000 per person or \$300,000 per occurrence, and Customer will have no further obligation to defend or hold harmless CentralSquare in the event said limits are paid or are otherwise exhausted. Nothing contained herein shall be construed to alter or waive Customer's sovereign immunity under 768.28, Florida Statutes.

CentralSquare acknowledges that indemnification by the City of Key West may be unenforceable under Florida law, and that the City of Key West does not waive any legal defense based on the unenforceability of such indemnification position.

Notwithstanding the foregoing, the aggregate liability of CentralSquare for any reason and upon any cause of action or 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

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notice and 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

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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 Florida, 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 Florida, or federal courts 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.

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### **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

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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.

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- (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.



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**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 Key West***

Signer's Name: \_\_\_\_\_

Signer's Title: \_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

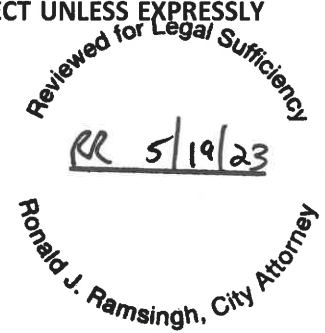
***CentralSquare Technologies, LLC***

Signer's Name: \_\_\_\_\_

Signer's Title: \_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*



## 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.

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<b>Pro Suite Base</b>	<ul style="list-style-type: none"><li>• Operating system software</li><li>• Database software</li><li>• Master name index</li><li>• Master address index</li><li>• Master vehicle index</li></ul>	<ul style="list-style-type: none"><li>• Secure intra-Customer messaging</li><li>• Configurable dashboard</li><li>• Web address links</li><li>• No duplicate data entry</li><li>• Authentication</li></ul>
<b>Administration (Core)</b>	<ul style="list-style-type: none"><li>• Equipment</li><li>• Fleet Management</li><li>• Inventory Management</li><li>• Purchase Requisitions</li></ul>	<ul style="list-style-type: none"><li>• Service Dogs</li><li>• Policy Manual</li><li>• Full audit trail</li><li>• Custom Forms</li></ul>
<b>Administration – Agency Site License</b>	<ul style="list-style-type: none"><li>• Allows agencies named herein to access and use Customer’s CentralSquare Administration system</li></ul>	

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

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<b>CAD (Core)</b>	<ul style="list-style-type: none"><li>• Command-line entry</li><li>• Bulletins</li><li>• Configurable CAD Windows</li><li>• Inactivity Alarms</li><li>• Rip and Run</li><li>• Full audit trail</li></ul>	<ul style="list-style-type: none"><li>• Command Log</li><li>• Triple I</li><li>• Custom CAD Commands</li><li>• Unit Alarms</li><li>• ANI/ALI</li></ul>
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## Pro Suite Contract

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<b>CAD (Advanced)</b>	<ul style="list-style-type: none"><li>• Alarm Billing</li><li>• Alarm Calls</li><li>• Nurse Calls</li><li>• Scheduled and Recurring Scheduled Calls</li><li>• Tow Calls</li><li>• Custom Forms</li></ul>	<ul style="list-style-type: none"><li>• NCIC Automation</li><li>• Basic Paging</li><li>• Run Cards and Unit Recommendation</li><li>• Unit Specialties</li><li>• Web windows</li><li>• Caller Location Query (CLQ) Subscription Service</li></ul>
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<b>CAD – Agency Site License</b>	<ul style="list-style-type: none"><li>• Allows agencies named herein to access and use Customer’s CentralSquare CAD system</li></ul>
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*Note: Many items are configurable by agency. All other configurations must be agreed upon between Customer and Additional Agencies.*

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<b>Mapping (Core) – Server Based</b>	<ul style="list-style-type: none"><li>• Command-line entry</li><li>• Drag and drop commands</li><li>• Visual status alerts</li><li>• User-configurable map layers</li><li>• GIS functions with map window closed</li><li>• Active calls for service</li></ul>	<ul style="list-style-type: none"><li>• Call for service click-through</li><li>• Custom map markers</li><li>• Address verification</li><li>• Faster map functions (compared with non-server version)</li><li>• Required for 15 or more AVL units</li></ul>
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<b>Mapping – Agency Site License</b>	<ul style="list-style-type: none"><li>• Allows agencies named herein to access and use Customer’s CentralSquare Mapping system</li></ul>
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*Note: Many items are configurable by agency. All other configurations must be agreed upon between Customer and Additional Agencies.*

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<b>Mapping AVL</b>	<ul style="list-style-type: none"><li>• Vehicle locations on map</li></ul>	<ul style="list-style-type: none"><li>• Call for service integration</li></ul>
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## Pro Suite Contract

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<b>Mapping AVL – Agency Site License</b>	<ul style="list-style-type: none"><li>• Allows agencies named herein to access and use Customer’s CentralSquare Mapping AVL system</li></ul>
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*Note: Many items are configurable by agency. All other configurations must be agreed upon between Customer and Additional Agencies.*

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<b>Mobile Core</b>	<ul style="list-style-type: none"><li>• Grants access to the CentralSquare Mobile application</li></ul>
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<b>Mobile AVL</b>	<ul style="list-style-type: none"><li>• Vehicles shown on map</li></ul>	<ul style="list-style-type: none"><li>• Call for service integration</li></ul>
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<b>Mobile CAD</b>	<ul style="list-style-type: none"><li>• User-configurable layouts</li><li>• Day/Night mode</li><li>• Instant messaging</li></ul>	<ul style="list-style-type: none"><li>• Silent dispatch</li><li>• Bulletins/BOLOS</li><li>• NCIC queries</li></ul>
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<b>Mobile Mapping</b>	<ul style="list-style-type: none"><li>• Active calls for service</li><li>• Map Markers</li><li>• Visual status alerts</li></ul>	<ul style="list-style-type: none"><li>• User configurable map layers</li><li>• Route from current location to CFS location</li></ul>
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<b>Mobile Records</b>	<ul style="list-style-type: none"><li>• Cases</li><li>• Warrants</li></ul>	<ul style="list-style-type: none"><li>• Master index access (including mug shots and alerts)</li></ul>
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<b>Personnel (Core)</b>	<ul style="list-style-type: none"><li>• Personnel Log</li></ul>	<ul style="list-style-type: none"><li>• Full audit trail</li></ul>
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<b>Personnel (Advanced)</b>	<ul style="list-style-type: none"><li>• Commendations</li><li>• Disciplinary Actions</li><li>• Positions</li><li>• Promotions</li></ul>	<ul style="list-style-type: none"><li>• Service History</li><li>• Training</li><li>• Citizen Feedback</li></ul>
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<b>Personnel – Agency Site Licenses</b>	<ul style="list-style-type: none"><li>• Allows agencies named herein to access and use Customer’s CentralSquare Personnel system</li></ul>
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## Pro Suite Contract

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

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<b>Portal (Community Involvement)</b>	<ul style="list-style-type: none"><li>• Read-only access</li><li>• Public access to Inmates, Sex Offenders, Warrants, Civil Papers, and Calls for Service</li><li>• Agency-defined permissions</li></ul>	<ul style="list-style-type: none"><li>• Data sharing with other Customers</li><li>• Media reports</li><li>• Extra Patrol requests</li><li>• Public tip submission</li></ul>
<b>Portal (Remote CFS View)</b>	<ul style="list-style-type: none"><li>• Read-only access</li><li>• Web access to CFS Data</li></ul>	<ul style="list-style-type: none"><li>• Agency-defined permissions</li></ul>
<b>Public Safety Citizen Reporting (P2C)</b>	<ul style="list-style-type: none"><li>• Standalone application</li><li>• Online reporting platform for citizens to report non-emergency incident reports</li></ul>	
<b>Records (Core)</b>	<ul style="list-style-type: none"><li>• Case Reports</li><li>• NIBRS/UCR Submission</li><li>• Master Record Notes</li><li>• Protection Orders</li><li>• Warrants</li><li>• Juvenile Referral List</li></ul>	<ul style="list-style-type: none"><li>• Pawn Property</li><li>• Pistol Permits</li><li>• Sex Offenders</li><li>• Full audit trail</li></ul>
<b>Records (Advanced)</b>	<ul style="list-style-type: none"><li>• Field Identifications</li><li>• Expungement</li><li>• Intelligence Cases</li><li>• Investigative Leads</li><li>• Form Requirements</li></ul>	<ul style="list-style-type: none"><li>• Tow Calls</li><li>• Bicycle Registrations</li><li>• Parking Tickets</li><li>• Custom Forms</li></ul>
<b>Records - Agency Site License</b>	<ul style="list-style-type: none"><li>• Allows agencies named herein to access and use Customer's CentralSquare Records system</li></ul>	

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

## Pro Suite Contract

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### 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
- Universal Interface Engine

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### Community Data Platform (CDP)

- Search engine for CentralSquare Suite CAD and RMS Data
- Up to 10 concurrent users supported
- State-wide data sharing



## Pro Suite Contract

### 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 – 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.*

##### **1.1.2 CAD – E911 (ANI/ALI) Interface (Import) – Vendor to be approved by CentralSquare**

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*

##### **1.1.3 CAD – ESO Solutions Interface (Export)**

This is a one-way interface from CS CAD Pro to the ESO medical/EMS/FRMS system. When triggered, qualifying information from CAD will be automatically exported to the ESO's SOAP-based web service. Exported CAD data includes: address, case number, responding agencies, and applicable agency unit times (alarm, enroute, on scene, and cleared\*.)

## Pro Suite Contract

*\*This interface will support multiple exports during a CFS (i.e. dispatch, enroute, on scene, and available times).*

### **1.1.4 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.*

### **1.1.5 CAD - CryWolf I/F – Alarm Incidents (Import/Export)**

This is a two-way integration between CS CAD Pro and CryWolf. CAD exports a JSON file each day after midnight to an API hosted by CryWolf. This file includes date/time, address, alarm nature, and contact name for all incidents that have an incident code configured for CryWolf. Once per day, CAD will also poll an API for new account data in JSON format from CryWolf. When data from this import matches existing master address records, CAD adds a note the most current matching record. If no records match, then CAD creates a new address record.

### **1.1.6 Records – LinX Interface (Export)**

This is a one-way interface from CS Pro to LinX. When specified records are created or updated (in accordance with internal workflow rules) CS Pro sends the new or updated records to the API endpoint once per day: accidents, CFS, inmate bookings, cases, citations, field identifications, sex offenders, and warrants. LinX imports those files via a separate process.

### **1.1.7 Records – FL Crime Reporting (FIBRS) Interface**

This is a one-way interface from CentralSquare Records to FL 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.

### **1.1.8 Records – FL TraCS Accident Reporting Interface (Import)**

This is a one-way interface from the FL TraCS Accident Reporting system to CS Pro Records. TraCS sends accident records as XML files along with JPEG images of the crash diagrams to an FTP location provided by Customer. Records imports the files one time per day from that FTP location for review and approval by Records users, after which the accident reports are added to the accident report log in Records. CS Pro provides functionality for importing the files from the FTP location and removal of those files from the FTP location once they have been approved into Records.

### **1.1.9 Records - FL TraCS eCitations Interface (Import)**

This is a one-way interface from the FL TraCS eCitation system to CS Pro Records. FL TRaCS sends eCitation records as XML files to an FTP location provided by Customer. Records imports the files every 15 minutes from that FTP location for review and approval by Records users, after which the eCitation records are added to the citation log in Records. CS Pro provides functionality for importing the files from the FTP location and removal of those files from the FTP location once they have been approved into Records.

## Pro Suite Contract

### **1.1.10 Records – NDEx 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.

### **1.1.11 Pro Suite – FCIC/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: Article, Boat, Vehicle Registration, Driver History, Driver's License, Gun, and Image. 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.*

### **1.1.12 Pro Suite – FCIC/NCIC Interface (Warrants)**

This is a two-way interface between CS Pro Suite and the FL message switch. Authorized CS Pro Suite users can perform wanted person submissions to NCIC via the FL message switch directly from the warrants screen in CS Pro Suite. Contractor will provide the following forms: EW, EWJ, MW, CW, XW, ENW, and Detainer Entry. 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.

### **1.1.13 Pro Suite – FCIC/NCIC Interface (Additional States Data Mining)**

This interface will allow users to run NLETS Data Mining queries (data returns) for the 49 States plus DC directly from CS Pro Suite. This data mining is provided in addition to the FL data mining which is included in the Statement of Work.

### **1.1.14 Pro Suite – Time Synchronization Interface**

This is a one-way interface that uses NTP to keep all CentralSquare server's clocks in sync.

## **1.2 Data Conversion**

CentralSquare will provide data conversion services from one (1) of Customer's current software database sources to one (1) CentralSquare database module. For example, Customer's current CAD database will be converted to CentralSquare CAD. The contents of the data conversion will be determined by the Data Conversion Specification documents.

CentralSquare will provide data conversion services for Customer's current GIS map data and from Customer's current software database vendors to CentralSquare software. The contents of the data conversion will be determined by the Data Conversion Specification and GIS Specification documents.

CentralSquare was not provided a data sample of Customer's current data sources requiring conversion. Therefore, CentralSquare is unable to accurately estimate the level and scope of effort associated with the data conversion. Once provided a data sample, CentralSquare will discuss with Customer any changes to the scope or price of this implementation.

The listed data conversion services and their associated costs are based on CentralSquare's understanding

## Pro Suite Contract

of Customer's needs and current system. Any modules not explicitly listed in this section are not a part of the current project scope and will not be included in implementation. If additional module conversions are required, each one will come at an additional cost based on the scope of the work required for each.

Customer shall work with its existing vendors to obtain unencrypted data for conversion in one of the following compatible formats:

- (a) MS SQL .bak files with database version and credential information from MSSQL Server 2008R2 or newer
- (b) MySQL .dump or .sql files with database version and credential information
- (c) PostgreSQL .sql files with database version and credential information
- (d) MS Access 2003 or newer .mdb files
- (e) CSV files with column headers and relationship mapping documentation
- (f) Oracle 10g or newer backup files

### **1.2.1 OneSolution CAD**

Data will be converted into the CentralSquare CAD module from the OneSolution CAD database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the file provided.

### **1.2.2 OneSolution RMS/Records**

Data will be converted into the CentralSquare Records module from the OneSolution RMS database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the file provided.

### **1.2.3 OneSolution Admin**

Data will be converted into the CentralSquare Administration module from the OneSolution Admin database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the file provided.

### **1.2.4 OneSolution Personnel**

Data will be converted into the CentralSquare Personnel from the OneSolution Personnel database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the file provided.

### **1.2.5 One-Time GIS Data Set Up**

In CentralSquare's efforts to make sure that Customer-supplied GIS data is working to the best of its abilities, CentralSquare will run a series of tests to ensure that the GIS data is ready for first installation. In addition, the data will be set up with the proper configuration and loaded into an ArcGIS map document that is required for the software to operate. Address locator and network dataset files will be created and updated for proper geocoding and routing abilities.

*A thorough GIS data review by Customer is imperative for an effective and organized CentralSquare software Go Live.*

CentralSquare cannot make any guarantees for the spatial nor the tabular accuracy of Customer-supplied GIS data as it pertains to geocoding results, routing, and searching. Customer understands that there are

## Pro Suite Contract

several steps involved to make the GIS data sufficiently perform the abovementioned functions. If Customer is unable to make these corrections on its end, a GIS data contract can be set up with CentralSquare to ensure the data is built according to the desired specifications.

CentralSquare will apply one (1) GIS update per month to the Customer's map as part of this contract.

### **1.2.6 Mapping – GIS Data Migration and Scrubbing (up to 12 migrations per year)**

CentralSquare will provide an initial clean-up of Customer's GIS data for purposes of ensuring that the data will function correctly with CentralSquare software. In addition, CentralSquare will accept monthly GIS data updates from Customer. CentralSquare will then apply those updates to the CentralSquare software.

## 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 CentralSquare 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 the Key West Police Department, FL 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-

## Pro Suite Contract

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) Data Conversion Review Team Members
  - (e) 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

## Pro Suite Contract

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 Data Conversion and GIS Data Conversion

Data not contained in systems listed in *Exhibit A: Statement of Work: 1.2 Data Conversion* will not be converted. Code tables, data mapping, and other system configuration will be entered by Customer with the assistance of a CentralSquare Consultant. Code tables will not be part of the converted data.

A major part of data conversion is review of data that has been converted to CentralSquare software. Customer plays a key role in this data review.

*A thorough data conversion review by Customer is imperative for an effective and organized CentralSquare software Go Live. Customer should expect to devote 10-20% of each week of the data conversion process to CentralSquare configuration work. Each module converted will require participation of SMEs.*

See *Exhibit A: Statement of Work: 1.2.6 GIS Data Conversion* for information regarding the GIS data conversion process.

##### 3.2.2.3 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

## Pro Suite Contract

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 on-site 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 remote training.

#### **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

## **Pro Suite Contract**

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

#### **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 on site for Go Live.

## Exhibit B: Pricing Detail

### WHAT SOFTWARE IS INCLUDED?

#### ADMINISTRATION

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	Administration PS Pro Core (Agency Site License) Annual Subscription Fee	1	1,236.00	1,236.00
2.	Administration PS Pro Core Annual Subscription Fee	1	1,178.00	1,178.00

**Administration Software Total**      2,414.00 USD

#### CAD

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
3.	CAD CLQ Location & Image Retrieval Sub Core (Agency Site License) Annual Subscription Fee	1	2,500.00	2,500.00
4.	CAD CLQ Location & Image Retrieval Subscription Core Annual Subscription Fee	1	3,000.00	3,000.00
5.	CAD PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	2,760.95	2,760.95
6.	CAD PS Pro Advanced (Backup Seat License) Annual Subscription Fee	1	0.00	0.00
7.	CAD PS Pro Basic Paging (SMTP/Email) Interface Annual Subscription Fee	1	0.00	0.00
8.	CAD PS Pro Core (Agency Site License) Annual Subscription Fee	1	8,282.80	8,282.80
9.	CAD PS Pro Core (Backup Seat License) Annual Subscription Fee	1	0.00	0.00
10.	CAD PS Pro Core Annual Subscription Fee	1	4,418.63	4,418.63
11.	CAD PS Pro E911 (ANI/ALI) Interface Annual Subscription Fee	1	0.00	0.00
12.	CAD PS Pro ESO Solutions Interface (Export) Annual Subscription Fee	1	1,619.75	1,619.75
13.	CAD PS Pro Rip and Run (Fax/Email) Interface Annual Subscription Fee	1	0.00	0.00
14.	CryWolf I/F-Pro: CAD (Alarm Incidents) to CryWolf Annual Subscription Fee	1	0.00	0.00

**CAD Software Total**      22,582.13 USD

#### MAPPING

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
15.	Mapping PS Pro AVL (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	3,092.25	3,092.25
16.	Mapping PS Pro AVL (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	1	103.08	103.08
17.	Mapping PS Pro Core (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	3,918.65	3,918.65

**Pro Suite Contract**

18.	Mapping PS Pro Core (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	1	235.12	235.12
19.	Mapping PS Pro Core Annual Subscription Fee	1	3,134.90	3,134.90

**Mapping Software Total** 10,484.00 USD

**MOBILE**

	<b>PRODUCT NAME</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
20.	Mobile PS Pro AVL Annual Subscription Fee	95	58.90	5,595.50
21.	Mobile PS Pro CAD Annual Subscription Fee	95	132.53	12,590.35
22.	Mobile PS Pro Core Annual Subscription Fee	1	1,472.50	1,472.50
23.	Mobile PS Pro Mapping Annual Subscription Fee	95	214.03	20,332.85
24.	Mobile PS Pro NCIC Annual Subscription Fee	95	0.00	0.00
25.	Mobile PS Pro Records Annual Subscription Fee	95	279.78	26,579.10

**Mobile Software Total** 66,570.30 USD

**PERSONNEL**

	<b>PRODUCT NAME</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
26.	Personnel PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	724.05	724.05
27.	Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00	0.00
28.	Personnel PS Pro Core Annual Subscription Fee	1	0.00	0.00

**Personnel Software Total** 724.05 USD

**PORTAL**

	<b>PRODUCT NAME</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
29.	Portal PS Pro Community Involvement Pack Annual Subscription Fee	1	1,443.20	1,443.20
30.	Portal PS Pro Remote CFS View Pack Annual Subscription Fee	1	1,443.20	1,443.20

**Portal Software Total** 2,886.40 USD

**RECORDS**

	<b>PRODUCT NAME</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
31.	Records PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	3,534.00	3,534.00
32.	Records PS Pro Core (Agency Site License) Annual Subscription Fee	1	10,602.00	10,602.00
33.	Records PS Pro Core Annual Subscription Fee	1	2,209.00	2,209.00



## Pro Suite Contract

34.	Records PS Pro FL Crime Reporting (FIBRS) Interface Annual Subscription Fee	1	0.00	0.00
35.	Records PS Pro FL LInX Interface (Export) Annual Subscription Fee	1	7,511.66	7,511.66
36.	Records PS Pro FL TraCS Accident Reporting Interface (Import) Annual Subscription Fee	1	4,566.15	4,566.15
37.	Records PS Pro FL TraCS eCitations Interface (Import) Annual Subscription Fee	1	4,566.15	4,566.15
38.	Records PS Pro NDEx Adapter (IA IEPD) Annual Subscription Fee	1	0.00	0.00

**Records Software Total** 32,988.96 USD

## SERVERS

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
39.	PS Pro Esri Server License Annual Subscription Fee	1	1,788.00	1,788.00
40.	PS Pro Production GIS Virtual Server Annual Subscription Fee	1	0.00	0.00
41.	PS Pro Production NCIC Virtual Server Annual Subscription Fee	1	0.00	0.00
42.	PS Pro Warm Standby GIS Virtual Server Annual Subscription Fee	1	0.00	0.00
43.	PS Pro Warm Standby NCIC Virtual Server Annual Subscription Fee	1	0.00	0.00

**Servers Software Total** 1,788.00 USD

## SUITE

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
44.	Community Data Platform Annual Subscription Fee	1	0.00	0.00
45.	PS Pro FCIC/NCIC Interface (Additional States Data Mining ) Annual Subscription Fee (49 states + DC)	1	5,818.83	5,818.83
46.	PS Pro FCIC/NCIC Interface (Basic Queries) Annual Subscription Fee	1	4,267.18	4,267.18
47.	PS Pro FCIC/NCIC Interface (Warrants) Annual Subscription Fee	1	3,103.40	3,103.40
48.	PS Pro Reporting Core Annual Subscription Fee	1	0.00	0.00
49.	PS Pro Reporting Universal Interface Engine Annual Subscription Fee	1	0.00	0.00
50.	PS Pro Time Synchronization Interface Annual Subscription Fee	1	0.00	0.00
51.	Public Safety Citizen Reporting Annual Subscription Fee	1	5,000.00	5,000.00

**Suite Software Total** 18,189.41 USD

## SOFTWARE SUMMARY

**Software Total** 158,627.25 USD

**Pro Suite Contract**

**WHAT SERVICES ARE INCLUDED?**

**SERVICES**

<b>DESCRIPTION</b>	<b>TOTAL</b>
1. Public Safety Consulting Services - Fixed Fee	34,515.00
2. Public Safety Data Conversion Services - Fixed Fee	47,775.00
3. Public Safety GIS/Analytics Services - Fixed Fee	7,800.00
4. Public Safety Project Management Services - Fixed Fee	35,490.00
5. Public Safety Technical Services - Fixed Fee	25,740.00
6. Public Safety Training Services - Fixed Fee	26,715.00
7. Public Safety Travel & Living Expenses Estimate	4,600.00

<b>Services Subtotal</b>	182,635.00 USD
<b>Services Discount</b>	- 89,017.50 USD
<b>Services Total</b>	93,617.50 USD

**SERVICES SUMMARY**

<b>Services Subtotal</b>	182,635.00 USD
<b>Services Discount</b>	- 89,017.50 USD
<b>Services Total</b>	93,617.50 USD

**WHAT HARDWARE IS INCLUDED?**

**SERVERS**

	<b>PRODUCT NAME</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1.	PS Pro Production Server Annual Subscription Fee	1	7,090.00	7,090.00
2.	PS Pro Training/Testing Server Annual Subscription Fee	1	5,160.40	5,160.40
3.	PS Pro Warm Standby Server Annual Subscription Fee	1	6,380.40	6,380.40

<b>Servers Hardware Total</b>	18,630.80 USD
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**HARDWARE SUMMARY**

<b>Hardware Total</b>	18,630.80 USD
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**QUOTE SUMMARY**

<b>Software Subtotal</b>	158,627.25 USD
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**Services Subtotal**

## Pro Suite Contract

182,635.00 USD

### Hardware Subtotal

18,630.80 USD

### Quote Subtotal

359,893.05 USD

### Discount\*\*

- 89,017.50 USD

### Quote Total

**270,875.55 USD**

## WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	177,258.05

## Pro Suite Contract

### Exhibit C: Payment Schedule

The total amount of this contract is **\$270,875.55**.

Customer must pay all applicable support fees for its existing ONESolution system up to the date of Go Live for the CentralSquare software in order to receive the upgrade discount.

The amounts due under this contract are as follows:

Upon contract execution	50%
Completion of BPR	30%
Go Live	20%
Annual Subscription Fee – due upon Go Live	100%
Travel and Living Expenses	Due as Incurred

**\*\*50% SERVICES DISCOUNT IS CONTINGENT UPON THIS AGREEMENT BEING EXECUTED BY JUNE 30, 2023.**

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.

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 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 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.

CentralSquare's support cases are prioritized according to their impact to the customer (Priority 1 (P1) through Priority 4 (P4)) with P1 being the most urgent. The priority of the case can change, being upgraded or downgraded, depending on troubleshooting progress. CentralSquare uses reasonable efforts to provide the service level responses included in the following section:

1. **Priority 1 / Urgent** = Priority 1 cases are catastrophic problems that severely impact the customer's ability to conduct business. This may mean that the systems are down or not functioning, and no procedural workaround exists. The objective is to restore the customer's capacity to remain productive and maintain necessary business-level operations affected by the problem within 24 hours and to downgrade the problem severity accordingly. Priority 1 cases must be submitted by phone.

CentralSquare initially responds to a Priority 1 case within one hour after opening and to have a resolution plan within 24 hours. Alarm notifications are sent to members of the support team if a P1 case has not been responded to after 30 minutes. Continuous efforts are made to isolate, diagnose, and deliver a workaround or repair. When the severity level has been downgraded, the support team follows the appropriate guidelines.

2. **Priority 2 / Critical** = Priority 2 cases are high-impact problems that disrupt the customer's operation but there is capacity to remain productive and maintain necessary business level operations. The problem may require a fix on the customer's system prior to the next planned commercial release of the applicable CentralSquare product software. CentralSquare will initially respond within two hours after the point of opening a P2 case. The CentralSquare support team makes continuous efforts to isolate, diagnose, and deliver a workaround or repair during CentralSquare's normal local business hours.
3. **Priority 3 / Non-Critical** = Priority 3 issues are medium-to-low impact problems that involve partial loss of noncritical functionality. The problem impairs some operations but allows the customer to continue to function. CentralSquare will initially respond within eight business hours after the point of opening a P3 case. CentralSquare support's response actions will be reasonably appropriate to the nature of the case.
4. **Priority 4 / Minor** = Priority 4 issues include minor problems and all other errors. The inconvenience is slight and can be tolerated. CentralSquare will initially respond the next business day after the point of opening a P4 case during CentralSquare's normal local business hours or within two business days after a P4 case

## Pro Suite Contract

is opened outside of CentralSquare's normal local business hours. CentralSquare support's response actions will be reasonably appropriate to the nature of the case.

CentralSquare measures its business performance and strives to regularly exceed these goals.

### 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.