Software License and Service Agreement

City of University Park

This Software License and Service Agreement (this "Agreement") entered into as of this _____ day of _____ 20___ by and between the City of University Park (for the benefit of and use by the University Park Police and Fire Departments) ("Customer"), having its principal place of business at 3800 University Boulevard, Dallas, TX 75205 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 Superion, ("Superion"), a CentralSquare Technologies 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
5. Exhibit E: Additional Terms and Conditions for On-Premise Subscriptions
6. Exhibit F: Subscription Service License & Use Agreement-Field Ops
7. Exhibit G: SAMPLE Project Schedule
8. Exhibit H: BAFO (Best and Final Offer) and the Parties responses thereto

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

2.0 Software Subscription Access

2.1 Access to Software

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

code format.

2.2   Copies and Modifications

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

2.3   CentralSquare Server Access and Restrictions on Usage

Customer will ensure that all CentralSquare Server Hardware is directly network accessible (console level access) to CentralSquare at all times via SSH connection; reverse-tunnel or other secure methods of connection are not permitted except at the discretion of CentralSquare. There shall be no additional authorization or equipment required except as requested by CentralSquare. Cooperation of Customer's IT department is required with respect to implementation and/or maintenance of the SSH connection. The persistent SSH secured service connection is mandatory and necessary for the proper functionality of the managed server component and/or the Pro application by CentralSquare's DevOps team. This connection is only utilized by CentralSquare's CJIS-compliant employees for purposes that include but are not limited to, contractually mandated backups, installation of major and minor software releases and/or execution of the managed service component of the Agreement.

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

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

2.4   Infringement

CentralSquare will at its expense defend against any claim, action or proceeding by a third party ("Action" herein) for infringement by the CentralSquare Software of copyright or trade secrets, provided that Customer immediately notifies CentralSquare in writing of such Action and cooperates fully with CentralSquare and its legal counsel in the defense thereof. CentralSquare may in its discretion (i) contest, (ii) settle, (iii) procure for Customer the right to continue using the CentralSquare Software, or (iv) modify or replace the CentralSquare Software so that it no longer infringes (as long as the functionality and performance described in the Specifications substantially remains following such modification or replacement.) Customer may participate in the defense of such Action at its own expense. If CentralSquare concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Customer's use of the CentralSquare Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, then CentralSquare will return to Customer the CentralSquare Software subscription fee(s) paid by Customer under this Agreement less a prorated portion of said fee(s) for Customer's use of the CentralSquare Software and the use granted in this Agreement shall terminate.

In addition, in the event such Action results in a money judgment against Customer which does not arise, wholly or in part, from the actions or omissions of Customer, its officers, directors, employees, contractors, agents, or elected officials, or a third party, CentralSquare will, subject to Section 5.0 herein, indemnify Customer therefrom.

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

3.0 Delivery, Fees and Payments

3.1 Delivery of Software to Customer

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

3.2 Delivery of Server Hardware to Customer

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

3.3 Delivery of Services to Customer

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

3.4 Fees

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

3.5 Late Payment

If Customer fails to pay any amount due within thirty (30) days of invoice date, Customer shall pay late charges of one and one half percent (1.5%) or the highest allowed by law, whichever is lower, per month on such balance, together with all of CentralSquare's expenses, collection costs and reasonable attorneys' fees incurred in enforcing this Agreement.

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 for any such Third-Party Components provided by CentralSquare as a part of the System. 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 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 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.

4.6.2   *Hardware and Third-Party Software Warranties*

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

CENTRALSQUARE EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.7   Legal Relationship

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

4.8   Insurance Provision

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

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

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

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

(d) CentralSquare shall maintain network risk and cyber liability coverage and shall be liable for and fully indemnify Customer for all liabilities, claims, losses, damages and expenses, including

reasonable attorney's fees, arising from claims against Customer due to a breach including coverage for unauthorized access, failure of security, as well as notification costs and regulatory defense in an amount of not less than $1,000,000.

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

5.0 Indemnification and Limitation of Liability

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

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

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

6.0 Term & Termination

6.1 Term

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

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

6.2 By CentralSquare for Cause

In addition to various other express rights of CentralSquare to terminate this Agreement set forth herein, CentralSquare shall also have the right to terminate this Agreement upon thirty (30) day's prior written notice 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 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 Texas, without giving effect to the principles of conflict of law of such state or international treaties.

8.3   Forum Selection

Exclusive venue of any legal action regarding this Agreement shall lie in a state or federal court having jurisdiction of such action in Dallas County, Texas.

8.4   Assignment

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

8.5   Notice

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

8.6   Survival

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

8.7   No Waiver

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

8.8   Enforceability

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

8.9   Remedies

Unless otherwise specified herein, the rights and remedies of the Parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available at law or in equity.

8.10   Headings

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

8.11   No Third-Party Beneficiaries

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

8.12   Limitation of Actions

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

8.13   Taxes

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

8.14 Non-Discrimination

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

8.15 Change Orders

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

8.16 Cooperative Purchasing

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

8.17 Entire Agreement

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

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

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

9.0 Definitions

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

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

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

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

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

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

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

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

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

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

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

Pro Suite Contract

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

City of University Park

Signer's Name: _Dale Harwell_

Signer's Title: _Director of Information Services_

Dale Harwell   _1/27/23_

Signature   Date

CentralSquare Technologies, LLC

Signer's Name: _Ron Anderson_

Signer's Title: _Chief Sales Officer_

DocuSigned by:

Ron Anderson   _1/31/23_

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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.

Pro Suite Base		
	• Operating system software • Database software • Master name index • Master address index • Master vehicle index	• Secure intra-Customer messaging • Configurable dashboard • Web address links • No duplicate data entry • Authentication

Administration (Core)		
	• Equipment • Fleet Management • Inventory Management • Purchase Requisitions	• Service Dogs • Policy Manual • Full audit trail • Custom Forms

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

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

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

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

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

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

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

Mapping AVL	Vehicle locations on map	Call for service integration

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

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

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

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

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

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

Mobile Core	• Grants access to the CentralSquare Mobile application	

Mobile AVL	• Vehicles shown on map	• Call for service integration

Mobile CAD	• User-configurable layouts • Day/Night mode • Instant messaging	• Silent dispatch • Bulletins/BOLOS • NCIC queries

Pro Suite Contract

Mobile Mapping	• Active calls for service • Map Markers • Visual status alerts	• User configurable map layers • Route from current location to CFS location
Mobile Records	• Cases • Warrants	• Master index access (including mug shots and alerts)
Personnel (Core)	• Personnel Log	• Full audit trail
Personnel (Advanced)	• Commendations • Disciplinary Actions • Positions • Promotions	• Service History • Training • Citizen Feedback
Personnel – Agency Site Licenses	• Allows agencies named herein to access and use Customer's CentralSquare Personnel system	

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

Portal (Community Involvement)	• Read-only access • Public access to Inmates, Sex Offenders, Warrants, Civil Papers, and Calls for Service • Agency-defined permissions	• Data sharing with other Customers • Media reports • Extra Patrol requests • Public tip submission
Portal (Attorney Case View)	• Web access to Case Report data for attorneys	• Agency-defined permissions

Records (Core)	- Case Reports - NIBRS/UCR Submission - Master Record Notes - Protection Orders - Warrants - Juvenile Referral List	- Pawn Property - Pistol Permits - Sex Offenders - Full audit trail
Records (Advanced)	- Field Identifications - Expungement - Intelligence Cases - Investigative Leads - Form Requirements	- Tow Calls - Bicycle Registrations - Parking Tickets - Custom Forms
Records - Agency Site License	Allows agencies named herein to access and use Customer's CentralSquare Records system	

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

Reporting (Core)	- Pre-defined reports - Custom reports - Ad-hoc reports - Drag and drop report building - Export to PDF, XLS, XML, TXT	- Custom data filters - Statistical analysis - Scheduled reports - COMSTAT compatible - Emailed reports
Field Ops	- CJIS compliant mobile device app - Integrated photo and audio capture tools	- Real-time CFS data access - Uses existing CentralSquare Suite user credentials

Public Safety Citizen Reporting (P2C)	- Standalone application - Online reporting platform for citizens to report non-emergency incident reports

1.1   Interfaces

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

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

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

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

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

Standard Interfaces

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

1.1.1   *CAD – Priority SMS Paging Subscription Core Integration (Export)*
This is a one-way interface from CAD to Priority SMS. This interface allows pages (messages) to be sent to individuals and groups via SMS directly from CAD. The connection to the Priority SMS interface is set up by CentralSquare.

Customer will perform all entry and configuration of phone numbers for SMS users.

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

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

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

Customer is responsible for ensuring that:

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

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

(c) ALI data meets NENA standards

1.1.4   CAD – 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*.)

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

1.1.5   CAD – Rip and Run Interface (Fax/Email)

This is a one-way interface from CentralSquare 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.

1.1.6   CAD – Evidence.com Interface – Taser/Axon (Import/Export)

This is a two-way interface from CS CAD Pro to Taser's Evidence.com Axon body camera video evidence repository. Once per day, CAD exports a comma-separated CSV file to a network share hosted by Customer. The file contains Call for Service (CFS)#, associated Case#, Incident Code, Officer Badge#, Dispatched Time, Cleared Time and Location information from the last 96hrs of completed CFS records. The Evidence.com CAD-RMS Integration Application reads, encrypts and sends the CAD metadata to Evidence.com to be attached to corresponding video evidence files uploaded via the Axon Dock.

Every 15 minutes, CS Records Pro calls the Evidence.com REST API for video evidence files that have been associated with CAD metadata. Qualifying video evidence file URLs are imported and attached within corresponding case report's property and evidence section. Records users can click the imported URL to launch the default browser and open Evidence.com to the corresponding video evidence file.

Customer is responsible for setting up, hosting and managing the CAD-RMS Integration Application.

1.1.7   CAD - RapidSOS Integration Subscription Core

This integration with RapidSOS is dependent on creating a CFS from an ALI spill and on RapidSOS processing and returning caller location information.

This is a one-way interface from RapidSOS to CS CAD Pro. Upon request from the user, CAD calls the RapidSOS API's Location Request function to retrieve the 911 caller's mobile location (latitude and longitude) and reverse-geocoded address. CAD provides options to set the location as the Call for Service (CFS) address, as well as plot within CS Mapping Pro.

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

1.1.8 CAD – RapidSOS Portal Integration Subscription Core

This embedded interface gives users the ability to launch the RapidSOS portal directly from the CAD Pro CFS screen, by way of using the RapidSOS IRP (Integrated RapidSOS Portal) API. The phone number on the CFS can be auto-queried upon the launch of Portal. This will eliminate dual entry and remove the need to launch the portal manually leading to time savings in critical situations to provide life-saving information.

1.1.9 Jail – LiveScan/AFIS Interface (Export)

This is a one-way interface from CS Jail Pro to the AFIS network. When an inmate is booked into Jail, an XML file is sent to the AFIS Livescan device. CentralSquare Technologies creates the web service which sends the XML file to AFIS.

1.1.10 Pro Suite – Police-to-Police

This is a one-way on demand export interface from CS Records Pro to the CentralSquare P2P Network. The P2P network will access Case, Name, Vehicle, Address, Property, Warrant, Jail, and Pawn data from the CS Pro Suite database to provide this information to other law enforcement agencies that belong to the P2P Network to search and view.

1.1.11 Pro Suite – Time Synchronization Interface

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

1.1.12 Pro Suite – TLETS/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, Driver History, Driver's License, Gun, Vehicle Registration, and Vehicle Insurance. 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 returns will only be returned for the state in which Customer is located.

1.1.13 Pro Suite – TLETS/NCIC Interface (Criminal History)

This is a two-way interface between CS Pro Suite and the on premise NCIC server. Criminal History Queries (AQ, AR, FQ, IQ, QH, QR, QWI (QH + QW), and ZR are generated by CS Pro Suite and passed to the NCIC server. That server then sends the queries on to the NCIC and returns the results. Those query results are then sent back to CS Pro Suite and incorporated, as appropriate, with CS Pro Suite data.

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

1.1.14 Pro Suite – TLETS/NCIC Interface (Warrants)

This is a two-way interface between CS Pro Suite and the TX message switch. Authorized CS Pro Suite users can perform wanted person submissions to NCIC via the TX message switch directly from the warrants screen in CS Pro Suite. Contractor will provide the following forms: EW, MDW, CW, XW, LW, EN, XN, QW and QM. 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.

1.1.15 Records – N-DEx Adapter (IA IEPD) (Export)

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.

1.1.16 Records – TX Crime Reporting (TIBRS) Interface

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

1.1.17 Records – Tyler Brazos eCitation Interface (Import)

This is a one-way interface from Brazos eCitations to CS Records Pro. Brazos will export eCitations data as XML to a network share hosted by Contractor using the CS Pro XML schema for the exported eCitations data. eCitations data will be imported into CS Records Pro via a process which requires review and approval of each eCitations by a user before the eCitations data is saved to the master citations list in Records.

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.

The listed data conversion services and their associated costs are based on CentralSquare's understanding 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 (Premise Data Only)*

Data will be converted into the CentralSquare CAD module from the ONESolution 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 files provided.

1.2.2 *ONESolution Records*

Data will be converted into the CentralSquare Records module from the ONESolution 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 files provided.

1.2.3 *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 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.

2.0 Customer Hardware, Network and Power Requirements

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

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

2.1 Server Hardware

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

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

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

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

    (c) One (1) Testing/Training server

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

4. The servers will be installed at University Park PD, TX and a standby location.

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

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

    (b) One (1) virtual GIS server

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

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

2.2 Production and Testing/Training Server Network Requirements

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

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

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

2.3 Production and Testing/Training Server Power Requirements

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

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

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

2.4 Standby Server Network Requirements

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

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

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

2.5 Standby Server Power Requirements

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

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

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

3.0 Services

3.1 Project Management

3.1.1 *Customer Project Manager*

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 CST to 6:00 PM CST, 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 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.

3.1.3   *Technical Services Engineer - Interfaces*

The Technical Services Engineer (TSE) is responsible for the configuration of Standard CentralSquare Interfaces and Integrations (including configuration documentation). The TSE will additionally participate in testing of each of the Interfaces and Integrations.

3.1.4   *GIS Analyst*

As part of the implementation team, CentralSquare utilizes a GIS Analyst that specializes in Geographical Information Technology. The GIS Analyst is responsible for mapping components required for the CentralSquare software and consultation services regarding converting the GIS source data for use in CentralSquare software. Post Go-Live the GIS Analyst will complete monthly map data updates for the customer if new data is provided.

3.1.5   *Professional Services Consultant*

The Consultant is responsible for guiding the Client through the configuration process of the Pro Product Suite. The Consultant will lead the BPR to introduce the Client to the configuration tools and how they can be used for the Client's business practices.

The Consultant will schedule recurring meetings with the Client's team to guide them through the configuration process. Once configuration is complete the Consultant will work with the Client's team to complete the Final System review. The Consultant will address items of concern that are discovered during the Final System Review.

Training for the Pro Suite is provided by Consultants as purchased.

During Go-Live the Consultant will be dedicated to supporting the Customer's transition.

3.1.6   *Product Support*

Product Support functions as technical support for all subsystems as purchased by the Client. During the project, support issues are managed through Product Support by the CentralSquare Project Manager. After Go-Live, it is the Client's responsibility to report issues, troubleshoot and coordinate with Product Support as defined in the Agreement.

3.1.7   *Account Manager*

The Account Manager is an important resource to Client throughout the life of their System. The Account Manager will be the primary contact and liaison for non-technical support issues, system changes and billing questions. They provide support for general Client service requests, manage requests for new software and services, and aids with planning technology upgrades Post System Go-Live.

Having the Account Manager participate as a key Project member provides an enhanced level of

continuity for Client as they continue their relationship with CentralSquare.

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 onsite workshop, the CentralSquare project team works with Customer's build team to determine the contents of the software. The BPR is a 3-day workshop that takes place Tues-Thurs 8a-5pm CT. All product needs and requests are reviewed, and the CentralSquare project team documents the Region's configuration selection in the Configuration Workbook.

3.2.3 *Configuration, Conversion, Interfaces and Enhancements*

After the kickoff meeting, work begins on the configuration, data conversions, and interfaces.

3.2.3.1 Configuration

Customer plays a large part in the configuration and setup of the final system. The Client's team will be trained on how to configure the system with the guidance of the Consultant. CentralSquare will partner with the Client through the configuration process Configuration of CentralSquare software is guided by Consultants, via remote online sessions, but is considered a Customer responsibility to complete. This allows for the transfer of knowledge and the ability to support the system post-live by the Client. All configurations are completed within the system itself and requires no technical training or background knowledge.

3.2.3.2 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 GIS Data Conversion* for information regarding the GIS data conversion process.

3.2.3.3 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 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.

3.2.4   *Final System Review*

System Acceptance is the end-to-end software testing activity to ensure that the City verifies that all aspects of the Project (hardware, configuration, business processes, interfaces) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Once configuration is complete and all interfaces working as described in Client's SOW, the CentralSquare project team will guide the Client through end-to-end user testing of the configured software. Any interfaces that cannot be deployed due to Customer or a third-party vendor not being ready for testing shall not delay System Acceptance.

The goal of System Acceptance is to confirm that the configuration is complete and fits the agency's needs. If items are deemed not acceptable by the customer that fall outside of standard System functionality it shall not delay System Acceptance.

Checklists and test scripts, which will include items from the "Functional Requirements" table in the BAFO response, will be sent to the Client to perform System Acceptance which will be signed off on once completed validation by the Client occurs. Once System Acceptance is complete, End User Training can be started.

3.2.5   *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.

3.2.6   *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.

3.2.7   *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: Support Addendum*.

3.2.8   *Hardware Acceptance*

CentralSquare will send a representative onsite to Customer's designated location to provide confirmation that Customer has received all necessary Hardware for the successful installation. Upon such confirmation, Customer shall acknowledge that the Hardware has been deemed accepted. 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. CentralSquare will be responsible for the replacement of any hardware components that are damaged during delivery.

3.2.9   *System Acceptance*

Throughout the project, implementation analysts from CentralSquare will schedule sessions with Client's Team and end users to review any questions or concerns. Once configuration is complete, the CentralSquare project team will guide the Client through end-to-end user testing of the configured software. The goal of System Review is to confirm that the configuration is complete and fits the agency's needs at all levels. It has proven to be beneficial to have non-build team members complete the System Review. Once the System Review has been completed a Go-Live authorization document will be presenting to the City from their Project Manager.

System review is completed prior to Go Live. The system is deemed accepted by the City on the date of Go Live.

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 software that each group needs to know and use. Travel for onsite engagements has been included within the quote. These classes will be conducted onsite with 3 trips over 3 weeks.

3.3.2 *Training Resources*

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

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

3.3.2.1 Instructor Resources

1. One (1) computer with a network connection

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

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

4. One (1) podium or desk for Instructor

3.3.2.2 Trainee Resources

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

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

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

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

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

3.3.3 *Go Live Support*

CentralSquare staff will assist users with questions that arise during Go Live and will reinforce skills learned during the training sessions. CentralSquare staff will be on site for Go Live. CST is dedicated to 4 days of on-site Go Live support. The date and timeline for Go Live activities will be defined during the implementation and worked through with the Agency Project Manager and CST Project Manager to ensure a successful Go Live and delivery.

At the conclusion of the Go Live, CentralSquare will invite Client to participate in a presentation to gain familiarity with Support structure and methodologies.

CentralSquare will assist in confirming that representatives designated by Client needing access to enter and track support tickets have credentials for CentralSquare access.

Exhibit B: Pricing Detail (TIPS #220105)

WHAT SOFTWARE IS INCLUDED?

STANDARD INTERFACES & REPORTING

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	CAD PS Pro Evidence.com Integration Annual Subscription Fee	1	3,000.00	3,000.00
2.	PS Pro TLETS/NCIC Interface (Basic Queries) Annual Subscription Fee	1	4,267.18	4,267.18
3.	PS Pro TLETS/NCIC Interface (Criminal History) Annual Subscription Fee	1	387.93	387.93
4.	PS Pro TLETS/NCIC Interface (Warrants) Annual Subscription Fee	1	3,103.40	3,103.40
5.	Public Safety Citizen Reporting Annual Subscription Fee	1	2,500.00	2,500.00

Standard Interfaces & Reporting Software Total   13,258.51 USD

STANDARD MAPPING

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
6.	Mapping PS Pro Core (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	3	235.12	705.36

Standard Mapping Software Total   705.36 USD

STANDARD MOBILE

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
7.	Mobile PS Pro Mapping Annual Subscription Fee	26	214.03	5,564.78

Standard Mobile Software Total   5,564.78 USD

STANDARD SERVERS

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
8.	PS Pro Esri Server License Annual Subscription Fee	1	1,788.00	1,788.00
9.	PS Pro Production CrimeView Virtual Server Annual Subscription Fee	1	0.00	0.00
10.	PS Pro Production GIS Virtual Server Annual Subscription Fee	1	0.00	0.00
11.	PS Pro Production NCIC Virtual Server Annual Subscription Fee	1	0.00	0.00
12.	PS Pro Warm Standby CrimeView Virtual Server Annual Subscription Fee	1	0.00	0.00
13.	PS Pro Warm Standby GIS Virtual Server Annual Subscription Fee	1	0.00	0.00
14.	PS Pro Warm Standby NCIC Virtual Server Annual Subscription Fee	1	0.00	0.00

Standard Servers Software Total   1,788.00 USD

Pro Suite Contract

TIPS ADMINISTRATION

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
15.	Administration PS Pro Core (Agency Site License) Annual Subscription Fee	1	782.80	- 39.14	743.66
16.	Administration PS Pro Core Annual Subscription Fee	1	1,178.00	- 58.90	1,119.10

TIPS Administration Software Subtotal	1,960.80 USD
TIPS Administration Software Discount	- 98.04 USD
TIPS Administration Software Total	1,862.76 USD

TIPS CAD

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
17.	CAD CLQ Location & Image Retrieval Sub Core (Agency Site License) Annual Subscription Fee	1	2,000.00	- 100.00	1,900.00
18.	CAD CLQ Location and Image Retrieval Subscription Core Annual Subscription Fee	1	3,000.00	- 150.00	2,850.00
19.	CAD Priority SMS Paging Subscription Core (Agency Site License) Annual Subscription Fee	1	2,000.00	- 100.00	1,900.00
20.	CAD Priority SMS Paging Subscription Core Annual Subscription Fee	1	2,000.00	- 100.00	1,900.00
21.	CAD PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	2,208.76	- 110.44	2,098.32
22.	CAD PS Pro Advanced (Backup Seat License) Annual Subscription Fee	3	0.00		0.00
23.	CAD PS Pro Basic Paging (SMTP/Email) Interface Annual Subscription Fee	1	0.00		0.00
24.	CAD PS Pro Core (Agency Site License) Annual Subscription Fee	1	6,626.24	- 331.31	6,294.93
25.	CAD PS Pro Core (Backup Seat License) Annual Subscription Fee	3	0.00		0.00
26.	CAD PS Pro Core Annual Subscription Fee	1	4,418.63	- 220.93	4,197.70
27.	CAD PS Pro E911 (ANI/ALI) Interface Annual Subscription Fee	1	0.00		0.00
28.	CAD PS Pro ESO Solutions Interface (Export) Annual Subscription Fee	1	1,619.75	- 80.99	1,538.76
29.	CAD PS Pro Rip and Run (Fax/Email) Interface Annual Subscription Fee	1	0.00		0.00

TIPS CAD Software Subtotal	23,873.38 USD
TIPS CAD Software Discount	- 1,193.67 USD
TIPS CAD Software Total	22,679.71 USD

TIPS CRIMEVIEW

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
30.	CrimeView Analytics: Informative (3 years data) CST System Subscription	1	3,350.00	- 167.50	3,182.50
31.	CrimeView Analytics: Standard (3 years data) CST System Subscription	1	3,125.00	- 156.25	2,968.75

TIPS CrimeView Software Subtotal		6,475.00 USD
TIPS CrimeView Software Discount		- 323.75 USD
TIPS CrimeView Software Total		6,151.25 USD

TIPS INTERFACES & REPORTING

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
32.	CAD RapidSOS Integration Subscription Core Annual Subscription Fee	1	750.00	- 37.50	712.50
33.	CAD RapidSOS Portal Integration Subscription Core (Agency Site License) Annual Subscription Fee	1	1,200.00	- 60.00	1,140.00
34.	Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	20	120.00	- 120.00	2,280.00
35.	PS Pro Police-to-Police Annual Subscription Fee	1	2,500.00	- 125.00	2,375.00
36.	PS Pro Reporting Core Annual Subscription Fee	1	0.00		0.00
37.	PS Pro Reporting Universal Interface Engine Annual Subscription Fee	1	0.00		0.00
38.	PS Pro Time Synchronization Interface Annual Subscription Fee	1	0.00		0.00

TIPS Interfaces & Reporting Software Subtotal		6,850.00 USD
TIPS Interfaces & Reporting Software Discount		- 342.50 USD
TIPS Interfaces & Reporting Software Total		6,507.50 USD

TIPS JAIL

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
39.	Jail PS Pro LiveScan/AFIS Interface (Export) Annual Subscription Fee	1	1,970.12	- 98.51	1,871.61
40.	Jail PS Pro Short Term Holding Only (Agency Site License) Annual Subscription Fee	1	340.24	- 17.01	323.23
41.	Jail PS Pro Short Term Holding Only Annual Subscription Fee	1	3,240.33	- 162.02	3,078.31

TIPS Jail Software Subtotal		5,550.69 USD
TIPS Jail Software Discount		- 277.54 USD
TIPS Jail Software Total		5,273.15 USD

TIPS MAPPING

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
42.	Mapping PS Pro AVL (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	2,650.50	- 132.52	2,517.98
43.	Mapping PS Pro AVL (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	3	103.08	- 15.45	293.79
44.	Mapping PS Pro AVL Playback (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	1,472.50	- 73.62	1,398.88
45.	Mapping PS Pro AVL Playback (Backup Seat License) Annual Subscription Fee	3	73.64	- 11.04	209.88
46.	Mapping PS Pro Core (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	3,134.92	- 156.75	2,978.17
47.	Mapping PS Pro Core Annual Subscription Fee	1	3,134.90	- 156.74	2,978.16

TIPS Mapping Software Subtotal	10,922.98 USD
TIPS Mapping Software Discount	- 546.12 USD
TIPS Mapping Software Total	10,376.86 USD

TIPS MOBILE

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
48.	Mobile PS Pro AVL Annual Subscription Fee	26	58.90	- 76.44	1,454.96
49.	Mobile PS Pro CAD Annual Subscription Fee	26	132.53	- 172.38	3,273.40
50.	Mobile PS Pro Core Annual Subscription Fee	1	1,472.50	- 73.62	1,398.88
51.	Mobile PS Pro NCIC Annual Subscription Fee	22	0.00		0.00
52.	Mobile PS Pro Records Annual Subscription Fee	22	279.78	- 307.78	5,847.38

TIPS Mobile Software Subtotal	12,604.84 USD
TIPS Mobile Software Discount	- 630.22 USD
TIPS Mobile Software Total	11,974.62 USD

TIPS PERSONNEL

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
53.	Personnel PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	685.33	- 34.27	651.06
54.	Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00		0.00
55.	Personnel PS Pro Core Annual Subscription Fee	1	0.00		0.00

			TIPS Personnel Software Subtotal	685.33 USD
			TIPS Personnel Software Discount	- 34.27 USD
			TIPS Personnel Software Total	651.06 USD

TIPS PORTAL PRODUCTS

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
56.	Portal PS Pro Attorney Case View Annual Subscription Fee	1	1,337.12	- 66.86	1,270.26
57.	Portal PS Pro Community Involvement Pack Annual Subscription Fee	1	1,337.12	- 66.86	1,270.26

			TIPS Portal Products Software Subtotal	2,674.24 USD
			TIPS Portal Products Software Discount	- 133.72 USD
			TIPS Portal Products Software Total	2,540.52 USD

TIPS RECORDS MANAGEMENT

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
58.	Records PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	2,032.05	- 101.60	1,930.45
59.	Records PS Pro Core (Agency Site License) Annual Subscription Fee	1	6,096.15	- 304.81	5,791.34
60.	Records PS Pro Core Annual Subscription Fee	1	2,209.00	- 110.45	2,098.55
61.	Records PS Pro NDEx Adapter (IA IEPD) Annual Subscription Fee	1	0.00		0.00
62.	Records PS Pro TX Crime Reporting (TIBRS) Interface Annual Subscription Fee	1	0.00		0.00
63.	Records PS Pro Tyler Brazos eCitations Interface (Import) Annual Subscription Fee	1	4,418.63	- 220.93	4,197.70

			TIPS Records Management Software Subtotal	14,755.83 USD
			TIPS Records Management Software Discount	- 737.79 USD
			TIPS Records Management Software Total	14,018.04 USD

SOFTWARE SUMMARY

	Software Subtotal	107,669.74 USD
	Software Discount	- 4,317.62 USD
	Software Total	**103,352.12 USD**

WHAT SERVICES ARE INCLUDED?

STANDARD SERVICES

	DESCRIPTION	TOTAL
1.	Public Safety Travel & Living Expenses Estimate	12,000.00

	Standard Services Services Total	12,000.00 USD

TIPS CRIMEVIEW

	DESCRIPTION	TOTAL
2.	Public Safety GIS/Analytics Services - Fixed Fee	19,500.00
3.	Public Safety Project Management Services - Fixed Fee	3,900.00

TIPS CrimeView Services Subtotal	23,400.00 USD
TIPS CrimeView Services Discount	- 1,200.00 USD
TIPS CrimeView Services Total	22,200.00 USD

TIPS SERVICES

	DESCRIPTION	TOTAL
4.	Public Safety Consulting Services - Fixed Fee	43,875.00
5.	Public Safety Data Conversion Services - Fixed Fee	24,375.00
6.	Public Safety GIS/Analytics Services - Fixed Fee	7,800.00
7.	Public Safety Project Management Services - Fixed Fee	37,245.00
8.	Public Safety Technical Services - Fixed Fee	27,495.00
9.	Public Safety Training Services - Fixed Fee	16,575.00

TIPS Services Subtotal	157,365.00 USD
TIPS Services Discount	- 8,070.00 USD
TIPS Services Total	149,295.00 USD

SERVICES SUMMARY

Services Subtotal	192,765.00 USD
Services Discount	- 9,270.00 USD
Services Total	**183,495.00 USD**

WHAT HARDWARE IS INCLUDED?

STANDARD SERVERS

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	PS Pro Production Server Annual Subscription Fee	1	6,100.00	6,100.00
2.	PS Pro Training/Testing Server Annual Subscription Fee	1	4,401.60	4,401.60
3.	PS Pro Warm Standby Server Annual Subscription Fee	1	5,489.60	5,489.60

Standard Servers Hardware Total	15,991.20 USD

HARDWARE SUMMARY

Hardware Total	**15,991.20 USD**

QUOTE SUMMARY

Software Subtotal	
	107,669.74 USD
Services Subtotal	
	192,765.00 USD
Hardware Subtotal	
	15,991.20 USD
Quote Subtotal	316,425.94 USD
Discount	- 13,587.62 USD
Quote Total	**302,838.32 USD**

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	119,343.32

Exhibit C: Payment Schedule

The total amount of this contract is **$302,838.32**.

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	40%
Completion of BPR	20%
At System Acceptance (prior to Training completion)	20%
At Go Live	20%
Annual Subscription Fee – due upon Go Live	100%

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

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: Maintenance Agreement

1.0 Term

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

2.0 Software Updates

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

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

2.1 Included Updates

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

1. Bug fixes;

2. Enhancements to products provided under this Agreement;

2.2 Not-Included Updates

Updates do not include:

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

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

3.0 Hardware Updates

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

4.0   Support

4.1   General Support

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

Support does not include custom programming services or training.

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

4.2   Remote Support

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

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

4.3   GIS Data Maintenance

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

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

4.4   Server Hardware Maintenance

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

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

Pro Suite Contract

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

4.5 Customer Responsibilities

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

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

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

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

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

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

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

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

1. **Subscription Access.** Customer is purchasing subscription priced software under this Quote. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Quote. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote.

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

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

3. **Termination of Access Rights.** Upon termination of this Quote, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.

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

Exhibit F: Subscription Service License & Use Agreement – Field Ops

(begins on next page following)

Subscription Service License & Use Agreement – Field Ops

I.   **Subscription Service License and Use Agreement.**

This Subscription Service License & Use Agreement (the "Agreement") is made by and between, CentralSquare Technologies, LLC (hereinafter referred to as "CentralSquare") and the City of University Park (for the benefit of and use by the University Park Police Department) ("Client") as of the date this Agreement is executed by an authorized representative of both CentralSquare and the Client. CentralSquare and Client may also be referred to herein individually as "Party", or collectively as the "Parties".

II.   **Services; Software.**

A. Under the terms of this Agreement, CentralSquare will be responsible for providing the following services ("Services"):

(i)   Hosting CentralSquare's software ("Software") for its online programs and corresponding module(s) as indicated on the quote or Sales Order attached hereto as Addendum 2;

(ii)   Providing the Client with technical support for the Software as set forth in Schedule A ("Technical Support"), database hosting and other related services as further defined in the Addendum 2;

(iii) Providing the Client with remote access to search Client's data and, if purchased, report on Client's data through the Software and the applicable database(s) for Authorized Users (as defined in Section III (B) hereof) for 24 hours per day, 7 days per week, except as otherwise provided in Schedule A hereto with respect to scheduled maintenance; and further provided, that CentralSquare shall not be responsible for connectivity issues due to an event of Force Majeure, as defined in paragraph B below;

(iv)   Providing the Client with certain user manuals and/or on-line Software education or other information on the CentralSquare website to assist Client with its use of the Software ("Documentation");

(v)   Enabling Client to update the applicable databases and obtain the agreed upon data processing output;

(vi)   Providing any other Software related services stated in Addendum 2 (together, the "Subscription Services"). Schedule A and any Documentation may be updated by CentralSquare from time to time in its sole discretion upon written notice to Client;

(vii) Providing the Client with initial training as stated in Addendum 2; and

(viii) Populating the Software and the associated database(s) with Client Information (as defined in Section VII (B) hereof) and otherwise assist Client with the setup of the Software (together, the "Implementation Services").

(ix)   If applicable, CentralSquare and Client shall mutually agree in writing on a schedule for transfer of data from Client's existing system to the applicable Subscription application.

B. Force Majeure. CentralSquare shall not be responsible for delays in performance, including connectivity issues, due to disruption of internet services, war, acts of terrorism, strike, fire, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, unavailability of facilities, equipment or software from suppliers, the actions or omissions of Client or its officers, directors, employees, agents, contractors or elected officials and/or other similar occurrences beyond CentralSquare's reasonable control.

C. This Agreement allows Client to use the Software located on CentralSquare's servers, to which Client will be granted limited remote access. Client shall not receive a physical copy of the Software in any form, but will have the ability to use the Software on CentralSquare's servers, and to access the Software remotely as directed by CentralSquare.

III. License; Access.

A. Provided that Client has paid the applicable Fees (as defined in Section IV (A) hereof), CentralSquare grants to Client a limited non-exclusive, non-transferable license to use the Subscription Services, including the Software located on CentralSquare's servers, through Client's computer(s) for Client's internal operational use only for the Term set forth in Section V unless otherwise agreed to by CentralSquare in writing, and CentralSquare shall perform the applicable Implementation Services for the Client. The Subscription Services may only be accessed by an Authorized User. Client is expressly prohibited from sublicensing, selling, renting, leasing, providing service bureau or timeshare services, distributing or otherwise making the Subscription Services or the Software available to third parties other than any third-party Authorized Users.

B. For purposes of this Agreement, an "Authorized User" is an individual (i) who is an employee of Client, a contractor or other representative of Client and (ii) who has been properly issued a valid password that subsequently has not been deactivated.

C. Access to the Subscription Services by Authorized Users is enabled only by passwords to Authorized Users. Client is solely responsible for the management and control of those passwords and Authorized Users shall not be permitted to disclose or transfer a password to any third party. Client shall assign a "Client Administrator" to provide such password management and control. Upon request by Client, additional Authorized Users' passwords shall be activated by CentralSquare.

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

E. The number of Authorized Users having the ability to access the Subscription Services at any single moment in time shall be specified In Addendum 2.

IV. Fees; Payment; Taxes.

A. As consideration for use of the Subscription Services and the Implementation Services during the initial contract term, Client shall pay those fees and charges set forth in Addendum 2 (together, "Fees"). Subscription fees are due on an annual basis. Failure to pay may result in suspension or termination of your account until payment is made. Thereafter, fees are subject to change upon each successive renewal which shall be mutually agreed and set forth in the Renewal Notice.

B. As consideration for use of the Subscription Services during renewal contract terms, Client shall pay those fees and charges set forth in the Renewal Notice (together, "Fees").

C. CentralSquare shall notify Client prior to the end of the initial subscription term of the subscription fees for the first renewal term. Unless otherwise agreed in writing, subscription fees shall be due on or before the commencement of each annual subscription term. Subscription fee for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5%.

D. All amounts due and payable to CentralSquare hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2 %) per month, or the highest rate permitted by law, whichever is less, from fifteen (15) days after their due date until paid.

Remittance Address for Payments Only:
CentralSquare Technologies, LLC
12709 Collection Center Drive,
Chicago, IL 60693

E. Payments may be made by check, wire transfer, or Automated Clearing House ("ACH"). CentralSquare will provide banking information if Client requests to pay by wire transfer or ACH.

F. Any amounts payable pursuant to this Agreement are to be net to CentralSquare and shall not include taxes or other governmental charges or surcharges, if any. In addition to the fees and charges due CentralSquare under this Agreement, Client shall remain liable for and shall pay all local, state, and federal sales, use, excise, personal property, or other similar taxes or duties, and all other taxes, which may now or hereafter be imposed upon this Agreement or possession or use of the Software, excluding taxes based on CentralSquare's income.

V. Term and Termination; Suspension of Services.

A. This Agreement shall commence upon execution hereof and shall continue in full force and effect for a period of one (1) year ("Initial Term") from the date of contract execution unless the Agreement is otherwise terminated as set forth herein. The "date of activation" will be defined as the date of the completion of Admin Training, at which time the Client will be able to access the system and authorize users. If Client terminates this Agreement at any time from contract execution through the Initial Term, Client shall pay one hundred percent (100%) of the remaining fees owed for the Initial Term plus implementation fees if not already paid. If Client terminates this Agreement for convenience during any Renewal Term, Client shall pay one hundred percent of the remaining fees owed for the Renewal Term.

B. At the conclusion of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless one Party notifies the other Party in writing of its decision not to renew at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. (The Initial Term and any Renewal Term collectively are referred to herein as the "Term").

C. Either Party may terminate this Agreement (i) immediately if the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, or (ii) immediately if the other party becomes the subject of an involuntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing.

D. Client may terminate this Agreement if CentralSquare breaches any term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same.

E. In addition to the circumstances as described in Subsection V(F) below, CentralSquare may terminate the Agreement at any time upon thirty (30) days prior written notice to the Client. In the event of termination by CentralSquare pursuant to this Subsection V(E), Client shall be entitled to a refund of a prorated portion of the annual subscription fees already paid for the then-current Term.

F. If Client's scheduled Subscription Services payment or any other amount due and owing by Client to CentralSquare is delinquent, CentralSquare may, in its sole discretion, immediately terminate or suspend all or any portion of the Services forty-five (45) days after the date payment is due.

G Upon the effective date of expiration or termination of this Agreement: (i) CentralSquare will immediately cease providing Client with any Services it is providing and any other applicable component of the Services; (ii) all issued passwords shall be deactivated; and (iii) Client shall immediately pay in full to CentralSquare any and all monies that are owed by the Client to CentralSquare under this Agreement for the Services furnished up to the effective date of the Agreement's termination or expiration.

H. Upon CentralSquare's reasonable belief that tortious or criminal or otherwise improper activity may be associated with Client's utilization of the Services, CentralSquare may, without incurring any liability, temporarily suspend or discontinue the Services pending investigation and resolution of the issue or issues involved.

I. If all or any components of the Services have been terminated as a result of a breach by Client, or suspended as provided herein, and Client requests that all or any component of the Services be restored, CentralSquare has the sole and absolute discretion whether or not to restore such Services; and further, any such restoration shall be conditioned upon CentralSquare's receipt of all Fees due and owing hereunder.

J. In the event of expiration or termination of this Agreement for any reason, each Party shall promptly return to the other Party or destroy all copies of the other Party's Confidential Information (including notes and other derivative material) that it has received pursuant to Section VII hereof. Within thirty (30) days of termination or expiration of the Agreement, CentralSquare shall remove and destroy Client's data. CentralSquare will not return the data to the Client as the Client still retains the source data.

K. Sections IV, V, VII, VIII, IX, X, XI, XII, XIII and XIV shall survive any termination of this Agreement, as well as any other obligations of the Parties that contemplate performance by a Party following the termination of this Agreement.

VI. Client Responsibilities.

A. In conjunction with its obligation to participate in the Implementation Services, Client will assign personnel with the required skills and authority to perform the applicable tasks effectively and, further, will make best efforts to meet its obligation to supply information and otherwise assist as necessary to effect the commencement of the Subscription Services via the Implementation Services. Management of Client's responsibilities in conjunction with the Subscription Services after implementation shall be assigned to a Client Administrator who has attended training offered by CentralSquare to Client. The Client Administrator that the Client appoints may be replaced at any time at the sole discretion of the Client upon Client's written notice to CentralSquare so long as the newly appointed Client Administrator has attended CentralSquare's training. Client will be charged additional fees for any such training for Client's employees beyond the initial training for the Software that is a part of the Implementation Services.

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

C. Client is solely responsible for the integrity of all data and information that is provided to CentralSquare under this Agreement (i.e., the Client Information), including completeness, accuracy, validity, authorization for use and integrity over time, regardless of form and format, and whether or not such data is used in conjunction with the Subscription Services. Further, it is solely Client's responsibility to assure that the initial and one- time importing of the Client Information into Client's database by CentralSquare has been properly performed, acknowledging that thereafter the completion of the initial setup of all Code Files not already populated by CentralSquare and the input and modification of Client's database shall be performed solely by Client. The Client Information that is to be included in Client's database shall be provided by Client in a digital form that complies with the requirements of the Client Information format as stated in CentralSquare's policy for inputting Client Information in any Documentation CentralSquare provides to Client. In addition, Client is solely responsible for the accuracy of any and all reports, displays and/or uses of Client Information, whether or not CentralSquare assisted Client with the development or construction of such reports and displays and other uses of the Client Information.

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

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

F. Client is responsible for maintaining the required certifications for access to Client's state CJIS systems(s), NCIC and/or other local state, federal and/or applicable systems.

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

VII. Confidentiality, Privacy and Business Associate Provisions.

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

B. In association with the execution of this Agreement and the participation of CentralSquare in the support of the Software, CentralSquare has obtained or will obtain confidential information of Client regarding the business of Client, Client Information for its utilization in connection with providing the Services to Client, the records of patients served by Client, accounts payable and accounts receivable of Client, trade secrets, customer lists, and other similar information. CentralSquare shall not disclose any of Client's confidential information without Client's prior written consent for any such disclosure. "Client Information" means confidential information about Client's business or its customers that (i) Client and/or its customers deliver to CentralSquare for use in its implementation of the Services, which Client subsequently updates and otherwise modifies, and (ii) CentralSquare hosts on services for access by and transmission to the Authorized Users via the Internet. CentralSquare shall not use any Client Information except as expressly set forth in this Agreement.

C. In addition to CentralSquare's obligations regarding nondisclosure of Client Information set forth above, in the event that CentralSquare is a "Business Associate," and Client is a "Covered Entity" pursuant to 45 C.F.R. § 160.103, CentralSquare shall perform its obligations under this Agreement with respect to Protected Health Information ("PHI") as provided in Addendum 1 attached to this Agreement.

D. Notwithstanding any provisions of this Agreement to the contrary, Client may terminate this Agreement if Client determines that CentralSquare has violated a material term of this Agreement with respect to its functions as a Business Associate in accordance with Addendum 1.

E. Confidential Information other than PHI as defined in Addendum 1, shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to receiving Party on a non-confidential basis by a third party not having a confidential relationship with the other Party hereto that rightfully acquired such information; (iv) communicated to a third party by receiving Party with the express written consent of the other Party hereto; or (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, etc. to the other Party so that such Party will have the opportunity to obtain a protective order.

F. Each Party agrees to restrict access to the Confidential Information of the other Party to those employees or agents who require access in order to perform the Subscription Services, Implementation Services or Additional Services, acknowledging that certain Confidential Information of each Party may be disclosed to Authorized Users as a necessary function of the Subscription Services; and, except as otherwise provided, neither Party shall make Confidential Information available to any other person or entity without the prior written consent of the other Party.

H. Notwithstanding the foregoing, Client understands and agrees that CentralSquare may transfer Confidential Information of Client to a third party hosting entity for the purposes of providing the communications infrastructure, hosting services and/or related support and other operations necessary to deliver all or certain portions of the Services; provided that CentralSquare, in turn, binds such third party to confidentiality and non- disclosure terms that are at least as protective of CentralSquare's and Client's interests as the terms stated herein. Client acknowledges that CentralSquare shall have no responsibility or liability for unauthorized access to or dissemination of Client Information by Authorized Users or other third parties, whether as a result of breach of data security, misappropriation or misuse of passwords or any other cause.

VIII. Ownership.

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

Client agrees that CentralSquare has and retains all rights to use any data and information relating to the Software and Services that it receives from Client including, without limitation, any information that constitutes, or results in, an improvement or other modification to the Software or the Services, but excluding the Client Information and PHI, or CJIS data.

As between the parties, CentralSquare agrees that all Client Information provided to CentralSquare under this Agreement for CentralSquare's use in connection with the Subscription Services is the property of Client; provided, however, CentralSquare shall have the right to retain Client Information in accordance with its obligations under the terms of this Agreement in the event that the return or the destruction of any Client Information is infeasible.

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

B. Client will not have the ability to copy the Client Information entered onto the Software. Rather, CentralSquare shall retain the physical copy of the Software, title, right and interest in and to the Software, including upgrades, updates, and/or other enhancements or modifications to the Software in any medium, including but not limited to all copyrights, patents, trade secrets, trademarks, and other proprietary rights.

IX. Disclaimer; Limitation of Liability.

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

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

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

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

E. IN NO EVENT SHALL CENTRALSQUARE'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CLIENT AS FEES FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE EVENT THAT GAVE RISE TO SUCH CLAIM; OR, IN THE CASE OF BODILY INJURY OR PROPERTY DAMAGE, FOR WHICH DEFENSE AND INDEMNITY COVERAGE IS PROVIDED BY CENTRALSQUARE'S INSURANCE CARRIER(S), THE COVERAGE LIMITS OF SUCH INSURANCE.

X.   Indemnification.

Client shall indemnify and hold harmless CentralSquare from, against, and in respect of the full amount of any and all liabilities, damages, and claims including without limitation, attorneys' fees, arising from, in connection with, or incident to the Client's use or misuse of the Software, except as may otherwise be agreed to in writing by the parties, and except as to any material breach of this Agreement by CentralSquare.

XI.   Assignment.

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

XII.   Written Notices.

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

A.   Written Notices to Client:

Written notices to Client may be provided at the address listed for Client on the signature page of this Agreement.

B.   Written Notices to CentralSquare:

CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, Florida 32746
Attention: Contracts

XIII.   Governing Law.

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

XIV.   Integration.

This Agreement contains the entire understanding between the parties and supersede any proposal or prior agreement regarding the subject matter herein.

This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

City of University Park
3800 University Boulevard
Dallas, TX 75205

Dale Harwell

Accepted By (Signature)

Dale Harwell

Printed Name

Director of Information Services

Title

1/27/23

Date

CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, FL 32746

Ron Anderson
CA1F0990BA0C4F7...

Accepted By (Signature)

Ron Anderson

Printed Name

Chief Sales Officer

Title

1/31/23

Date

Schedule A

SOFTWARE TECHNICAL SUPPORT

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

1. Product Updates and Releases

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

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

2. Telephone Support & Support Portal

2.1. <u>Hours.</u> CentralSquare shall provide to Client, Monday through Friday, 6:30 A.M. to 5:30 P.M. (Eastern Time) toll-free phone number (800-987-0911), excluding holidays. CentralSquare shall provide to Client, during the Support Hours, commercially reasonable efforts in solving errors reported by the Client as well as making available an online support portal. Client shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. This support shall be provided by CentralSquare at Client location(s) if and when CentralSquare and Client agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Software or an act or omission of CentralSquare, then Client shall pay for CentralSquare's investigation and related services at CentralSquare's standard professional services rates. Client must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Amendment, including remote access to the Specified Configuration.

2.2. **Urgent and Critical Priority Telephone Assistance after Normal Customer Service Hours.** After Normal CentralSquare Customer Service Hours, emergency support for Subscription applications will be answered by our emergency paging service via toll-free phone number (800-987-0911). When connected to the service, the Client shall provide his or her name, organization name, call-back number where the Customer Service Representative may reach the calling party, and a brief description of the problem (including, if applicable, the information that causes the issue to be a Critical Priority Problem).

3. Website Support

Online support is available 24 hours per day, offering Client the ability to resolve its own problems with access to CentralSquare's most current information. Client will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Client to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. Exclusions from Technical Support Services

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

5. **Client Responsibilities**

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

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

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

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

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

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

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

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

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

6. **Security:**
   1) CentralSquare maintains a Security program for security managing access to Client data – particularly HIPAA and CJIS information. This includes 1) a Pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

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

7. **System Maintenance.**
   Software maintenance and upgrades. CentralSquare will provide all hosted systems and network maintenance as deemed appropriate and necessary by CentralSquare. Maintenance and upgrades will be scheduled in advance with the Client's primary contact if they fall outside of the designated hours set aside for this function of Sundays from 12:00AM to 12:00 PM. The upgrades are installed at mutually agreed times. Typical Records Enterprise downtime is 4-8 hours depending on data size and start/end version changes. Web patches can take 20-30 minutes to install. CentralSquare recommends reserving a weekly or monthly maintenance window between 0000-0500 (i.e. Midnight to 5:00AM) for patching and other maintenance activity. CentralSquare may

only take a small portion of this time, but this is reserved for the full amount of time in the event the entire window of time is needed.

7.1. Hardware maintenance and upgrades. Hardware maintenance and upgrades will be performed outside of the Client's standard business hours of operation and the Client will be notified prior to the upgrade.

Emergency maintenance. Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. CentralSquare will attempt to notify the Client promptly, however if no contact can be made, CentralSquare management may deem it necessary to move forward with the emergency maintenance.

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

This matrix defines the support issues, response times and resolutions for the Client's Subscription applications.

Priority	Priority Definition	Response Times
Priority 1 – Critical Priority	Search. 24X7 Support for live operations on the production system. This is defined as the following: • The applicable server is down, and all workstations will not launch or function; the Client is experiencing complete interruption of ability to do perform queries. • The applicable system is inoperable due to data loss or corruption caused by CentralSquare Software This means that one or more CentralSquare server components are down or inaccessible, disabling all usability of Client's workstations These Software Errors are defined in *Special Note #1*, below.	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered immediately and managed by the first available representative but not longer than 5 minutes. After Normal Customer Service Hours: Thirty (30) minute callback after client telephone contact to 800.987.0911. Priority 1 issues must be called in via 800.987.0911 to receive this level of response. There are no Priority 1 issues for: CrimeView Dashboard FireView Dashboard CrimeMapping.com NEARme Field Ops

Priority 2 – Urgent Priority	Normal Customer Service Hours Support: A serious software error with no workaround and not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users from performing a common function. Such errors will be consistent and reproducible. Generally, this means that a significant number of the system workstations are negatively impacted by this error (e.g. does not apply to a minimal set of workstations). These Software Errors are defined in Special Note #2, below.	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative but not longer than 5 minutes. Priority 2 issues for Search, CrimeView Dashboard, FireView Dashboard, CrimeMapping.com, and NEARme are not managed after Normal Customer Service Hours. Customer Service Number 800.228.1059 for: CrimeView Dashboard FireView Dashboard CrimeMapping.com NEARme Field Ops
Priority 3 – Non-Critical	Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of User workflow but does not significantly impact their job function.	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative. Priority 3 issues for Search, CrimeView Dashboard, FireView Dashboard, CrimeMapping.com, and NEARme are not managed after Normal Customer Service Hours. Customer Service Number 800.228.1059 for: CrimeView Dashboard FireView Dashboard CrimeMapping.com NEARme Field Ops
Priority 4 – Minor	Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions would be a part of this level.	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative. Priority 4 issues for Search, CrimeView Dashboard, FireView Dashboard, CrimeMapping.com, and NEARme are not managed after Normal Customer Service Hours. Customer Service Number 800.228.1059 for: CrimeView Dashboard FireView Dashboard CrimeMapping.com NEARme Field Ops

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

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

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

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

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

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

Priority	Resolution Process	Resolution Time
Priority 1 – **Critical**	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.	CentralSquare will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system. CentralSquare will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 24 hours after notification.
Priority 2 – **Urgent**	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	CentralSquare will work to provide the Client with a solution that allows the Client to resume normal operations on the production system which may include a fix on the system prior to the next panned commercial release of the applicable CentralSquare product software.
Priority 3 – **Non - Critical**	CentralSquare will provide a procedural or configuration workaround that allows the Client to resolve the problem.	CentralSquare will work to provide the Client with a resolution reasonably appropriate to the nature of the case which may include a workaround or code correction in a future release of the software. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.

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

   11.1. <u>Maintenance</u>. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 10 for regular System Maintenance.

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

12. **Virtual Private Network (VPN) Concentrator.** If Client's desired system configuration requires the use of a VPN concentrator, including router, this will be provided by CentralSquare. It will reside at Client's location but is, and shall remain, the property of CentralSquare.

13. **Client Cooperation.** Client may be asked to perform problem determination activities as suggested by CentralSquare. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Client may also be requested to perform resolution activities including, for example, modification of processes. Client agrees to cooperate with such requests, if reasonable.

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

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

ADDENDUM 1
BUSINESS ASSOCIATE ASSURANCE

In the event that CentralSquare is deemed to be a "Business Associate" of Client, and Client is a "Covered Entity," as those terms are defined in 45 C.F.R. § 160.103, CentralSquare, effective on or after April 14, 2003, or such other implementation date established by law, will carry out its obligations under this Agreement in material compliance with the regulations published at 65 Federal Register 82462 (December 28, 2000) (the "Privacy Regulations") pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), to protect the privacy of any personally identifiable, protected health information ("PHI") that is collected, processed or learned in connection with CentralSquare supplied services. In conformity therewith, Contractor agrees that it will use its reasonable best efforts to:

- Not use or further disclose PHI except: (i) as permitted under separate CentralSquare Support Agreement; (ii) as required for the proper management and administration of CentralSquare in its capacity as a HIPAA Business Associate of Client, in the event CentralSquare is deemed to be a Business Associate of Client for these specified purposes; or (iii) as required by law;
- Use appropriate reasonable safeguards to prevent use or disclosure of PHI except as permitted by the CentralSquare Service Agreement;
- Report to Client any use or disclosure of PHI not provided for by the CentralSquare Service Agreement of which CentralSquare becomes aware;
- Ensure that any agents or subcontractors to whom CentralSquare provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to CentralSquare with respect to such PHI;
- Make PHI available to the individual who has a right of access as required under HIPAA in the event CentralSquare maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available for amendment and incorporate any amendments to PHI when notified to do so by Client in the event that CentralSquare maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available to Client the information required to provide an accounting of the disclosures of PHI, if any, made by CentralSquare on Client's behalf, provided such disclosures are of the type for which an accounting must be made under the Privacy Regulations;
- Make its internal practices, books and records relating to the use and disclosure of Client's PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Client's compliance with HIPAA and the Privacy Regulations;
- At the termination of the CentralSquare Service Agreement, return or destroy all PHI received from, or created or received by CentralSquare on behalf of Client. In the event the return or destruction of such PHI is infeasible, CentralSquare' obligations as defined in this Business Associate Assurance shall continue in force and effect so long as CentralSquare possesses any PHI, notwithstanding the termination of the Agreement for any reason. Notwithstanding any provisions of the CentralSquare Service Agreement to the contrary, Client may terminate the Agreement if Client determines that CentralSquare has violated a material term of the Agreement with respect to its functions as a Business Associate.
- Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic

Protected Health Information ("e-PHI") that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Security Rule at 45 C.F.R. §164.308, *et seq.*

- Implement reasonable and appropriate policies and procedures to comply with the standards, required implementation specifications, or other requirements of the Security Rule that apply to Business Associates.
- Promptly report to Covered Entity any Security Incident of which it becomes aware.
- Comply with applicable breach notification provisions and notify Client of a breach of unsecured PHI in accordance with Subpart D of 45 C.F.R. Part 164, as applicable.

Permitted and Required Uses and Disclosures by CentralSquare

Except as otherwise limited by the Agreement, CentralSquare may use or disclose PHI as necessary to perform any and all functions, activities, or services for, or on behalf of Client if such use or disclosure of PHI would not violate applicable laws and regulations relating to the privacy and security of PHI. Except as otherwise limited in the Agreement, CentralSquare may use PHI for the proper management and administration of CentralSquare or to carry out the legal responsibilities of CentralSquare. CentralSquare may disclose PHI for those purposes required or otherwise permitted under applicable law or regulations. Except as otherwise limited by the Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B) if CentralSquare has been otherwise engaged by Client to perform these services.

ADDENDUM 2

CENTRALSQUARE QUOTE/SALES ORDER**

** Pricing and Payment Terms for the Field Ops subscriptions governed by this Subscription Agreement are set forth in the Pro Suite Software License and Service Agreement (dated _____) between the City of University Park and CentralSquare Technologies.

Exhibit G: SAMPLE Project Schedule

(begins on next page following)

University Park Police, TX SAMPLE Project Schedule (Subject to change based on Resource Availability)

ID	Task Name	Start	Finish	Resource Initials
1	Agency DRAFT Pro Suite Software Implementation	Fri 1/27/23	Thu 4/4/24	
2	Agency Completes Contact Signing	Fri 1/27/23	Fri 1/27/23	
3	Kickoff	Fri 1/27/23	Wed 2/15/23	
4	Agency Kick off Meeting (Remote)	Fri 1/27/23	Fri 2/3/23	
5	Schedule The Agency's Kickoff Meeting	Mon 1/30/23	Mon 1/30/23	CentralSquare Project Manager
6	Coordinate Appropriate Personnel at Kick Off Meeting	Wed 2/1/23	Wed 2/1/23	CentralSquare Project Manager,The Agency's Project Manager
7	Create The Agency's Kickoff Presentation	Fri 2/3/23	Fri 2/3/23	CentralSquare Project Manager
8	Attend The Agency's Kickoff Meeting (remote meeting)	Wed 2/8/23	Wed 2/8/23	CentralSquare Project Manager,CentralSquare Project Team,The Age
9	Post-Kick off Meeting Tasks	Mon 2/13/23	Mon 2/20/23	
10	The Agency provides image files and info for Pro Suite login screen	Mon 2/13/23	Wed 2/15/23	The Agency's Project Manager
11	The Agency provides data conversion schemas and data samples	Mon 2/13/23	Mon 2/20/23	The Agency's Project Manager
12	The Agency schedules meetings with 3rd party vendors for interface discussions	Mon 2/13/23	Mon 2/20/23	The Agency's Project Manager
13	The Agency provides GIS data schemas and data samples	Mon 2/13/23	Tue 2/14/23	The Agency's Project Manager
14	Infrastructure (Remote)	Mon 2/13/23	Thu 4/13/23	
15	Complete Infrastructure Documents	Mon 2/13/23	Thu 2/23/23	
16	Size and Spec Servers	Mon 2/13/23	Tue 2/14/23	The Agency's IT,The Agency's Project Manager
17	Send Network Requirement Specifications Document to The Agency	Wed 2/15/23	Thu 2/16/23	CentralSquare Project Manager
18	Send Server Requirement Specifications Document to The Agency	Wed 2/15/23	Thu 2/16/23	CentralSquare Project Manager
19	Complete, Sign, and Return the Network Requirements Specifications Document	Fri 2/17/23	Thu 2/23/23	The Agency's IT,The Agency's Project Manager
20	Complete, Sign, and Return the Server Requirement Specifications Document	Fri 2/17/23	Thu 2/23/23	The Agency's IT,The Agency's Project Manager
21	Procurement	Wed 2/15/23	Thu 3/23/23	
22	Order Servers	Thu 2/16/23	Mon 2/20/23	CentralSquare System Operations
23	Build and Ship Servers	Mon 2/20/23	Mon 3/13/23	CentralSquare System Operations
24	Receive Servers	Mon 3/27/23	Mon 3/27/23	CentralSquare System Operations
25	Server Configuration	Tue 3/28/23	Mon 4/3/23	
26	Review the Completed and Signed Server Requirement Specifications Document	Tue 3/28/23	Tue 3/28/23	CentralSquare System Operations
27	Complete Server Configuration	Wed 3/29/23	Wed 3/29/23	CentralSquare System Operations
28	Install Network Configuration	Thu 3/30/23	Thu 3/30/23	CentralSquare System Operations
29	Install Software Configuration	Fri 3/31/23	Fri 3/31/23	CentralSquare System Operations
30	Ship Servers to The Agency	Mon 4/3/23	Mon 4/3/23	CentralSquare Project Manager
31	Installation	Fri 4/28/23	Fri 6/16/23	
32	Configure Network Per Network Requirement Specifications Document	Fri 4/28/23	Mon 5/1/23	The Agency's IT
33	Install Servers	Fri 4/28/23	Fri 4/28/23	The Agency's IT
34	Install Gizmo Device	Fri 4/28/23	Fri 4/28/23	The Agency's IT
35	Post Server Installation Configuration and Security Audit	Fri 4/28/23	Fri 4/28/23	CentralSquare System Operations,The Agency's IT
36	Ensure Connectivity to Pro Suite Servers	Fri 4/28/23	Fri 4/28/23	CentralSquare System Operations

University Park Police, TX SAMPLE Project Schedule (Subject to change based on Resource Availability)

ID	Task Name	Start	Finish	Resource Initials
37	Install Pro Suite Client on The Agency Project Team's Computers	Mon 5/1/23	Mon 5/1/23	The Agency's IT, The Agency's Project Team
38	**GIS Mapping**	**Wed 5/3/23**	**Tue 6/6/23**	
39	CST Begins GIS Mapping	Wed 5/3/23	Wed 5/3/23	CentralSquare Project Team
40	CST Completes GIS Mapping	Fri 5/19/23	Fri 5/19/23	CentralSquare Project Team
41	**Configuration (Remote)**	**Mon 6/5/23**	**Fri 7/28/23**	
42	Create the The Agency's Configuration Guide	Mon 6/5/23	Mon 6/5/23	CentralSquare Project Manager,CentralSquare Project Team
43	**Complete Module Configuration**	**Tue 6/6/23**	**Fri 7/28/23**	
44	**Administration and Personnel Module**	**Tue 6/6/23**	**Wed 6/7/23**	
45	Send Configuration Manual to The Agency	Tue 6/6/23	Tue 6/6/23	CentralSquare Project Team
46	Schedule Meeting to Complete Configuration Changes with The Agency	Tue 6/6/23	Tue 6/6/23	CentralSquare Project Manager,CentralSquare Project Team
47	Lead and Assist with Completion of Configuration Changes to The Agency	Tue 6/6/23	Tue 6/6/23	CentralSquare Project Team,The Agency's Project Team
48	Start Configuration Tasks	Tue 6/6/23	Wed 6/7/23	The Agency's Project Team
49	**Jail (Short Term Holding Only) and Reporting Modules**	**Wed 6/21/23**	**Mon 7/3/23**	
50	Send Configuration Manual to The Agency	Wed 6/21/23	Wed 6/21/23	CentralSquare Project Team
51	Schedule Meeting to Complete Configuration Changes with The Agency	Wed 6/21/23	Wed 6/21/23	CentralSquare Project Manager,CentralSquare Project Team
52	Lead and Assist with Completion of Configuration Changes to The Agency	Wed 6/21/23	Thu 6/22/23	CentralSquare Project Team,The Agency's Project Team
53	Start Configuration Tasks	Thu 6/29/23	Mon 7/3/23	The Agency's Project Team
54	**Records and Portal Modules**	**Wed 6/28/23**	**Mon 7/3/23**	
55	Send Configuration Manual to The Agency	Wed 6/28/23	Wed 6/28/23	CentralSquare Project Team
56	Schedule Meeting to Complete Configuration Changes with The Agency	Wed 6/28/23	Wed 6/28/23	CentralSquare Project Manager,CentralSquare Project Team
57	Lead and Assist with Completion of Configuration Changes to The Agency	Wed 6/28/23	Fri 6/30/23	CentralSquare Project Team,The Agency's Project Team
58	Start Configuration Tasks	Wed 6/28/23	Mon 7/3/23	The Agency's Project Team
59	**CAD and Mapping Module**	**Wed 7/5/23**	**Mon 7/17/23**	
60	Send Configuration Manual to The Agency	Wed 7/5/23	Wed 7/5/23	CentralSquare Project Team
61	Schedule Meeting to Complete Configuration Changes with The Agency	Wed 7/5/23	Wed 7/5/23	CentralSquare Project Manager,CentralSquare Project Team
62	Lead and Assist with Completion of Configuration Changes to The Agency	Wed 7/5/23	Thu 7/6/23	CentralSquare Project Team,The Agency's Project Team
63	Start Configuration Tasks	Thu 7/13/23	Mon 7/17/23	The Agency's Project Team
64	**Mobile and Field Ops Modules**	**Wed 7/19/23**	**Fri 7/28/23**	
65	Send Configuration Manual to The Agency	Wed 7/19/23	Wed 7/19/23	CentralSquare Project Team
66	Schedule Meeting to Complete Configuration Changes with The Agency	Wed 7/19/23	Wed 7/19/23	CentralSquare Project Manager,CentralSquare Project Team
67	Lead and Assist with Completion of Configuration Changes to The Agency	Wed 7/19/23	Thu 7/20/23	CentralSquare Project Team,The Agency's Project Team
68	Start Configuration Tasks	Thu 7/27/23	Fri 7/28/23	The Agency's Project Team
69	**Business Practice Review (Remote)**	**Wed 3/8/23**	**Thu 9/28/23**	
70	Schedule Business Practice Review (BPR)	Wed 3/8/23	Wed 3/8/23	CentralSquare Project Manager,The Agency's Project Manager

Timeline header (right side):

	January			February				March	
	1/22			1/29	2/5	2/12	2/19	2/26	3/5

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University Park Police, TX SAMPLE Project Schedule (Subject to change based on Resource Availability)

ID	Task Name	Start	Finish	Resource Initials
71	**Create Business Practice Review (BPR) Agendas**	Tue 6/6/23	Tue 6/6/23	CentralSquare Project Manager
72	**BPR and Continued Configuration**	**Wed 6/7/23**	**Mon 6/12/23**	
73	Provide Initial Pro Suite Overview	Wed 6/7/23	Wed 6/7/23	CentralSquare Project Team,The Agency's Project Team
74	Discuss and Set Appropriate Pro Suite Global Settings	Wed 6/7/23	Wed 6/7/23	CentralSquare Project Team,The Agency's Project Team
75	Administration and Personnel Module Review	Wed 6/7/23	Wed 6/7/23	
76	Jail (Short Term Holding) and Reporting Module Review	Thu 6/8/23	Thu 6/8/23	CentralSquare Project Team,The Agency's Project Team
77	Records and Portal Modules Review	Fri 6/9/23	Fri 6/9/23	CentralSquare Project Team,The Agency's Project Team
78	CAD and Mapping Modules Review	Fri 6/9/23	Fri 6/9/23	
79	Mobile and Field Ops Modules Review	Fri 6/9/23	Mon 6/12/23	CentralSquare Project Team,The Agency's Project Team
80	**Review Interface Specifications**	**Wed 6/7/23**	**Wed 6/7/23**	
81	Review The Agency's Interfaces Specifications	Wed 6/7/23	Wed 6/7/23	CentralSquare Project Team,The Agency's Project Team
82	**Discuss Training Formats and Needs**	**Wed 6/7/23**	**Wed 6/7/23**	
83	Review the Training Requirements and Specification Document	Wed 6/7/23	Wed 6/7/23	CentralSquare Project Manager,The Agency's Project Manager
84	**Post BPR Configuration**	**Tue 7/4/23**	**Wed 12/13/23**	
85	Complete any remaining configuration	Tue 7/4/23	Mon 11/6/23	The Agency's Project Team
86	Review and testing of each module	Tue 11/14/23	Wed 12/13/23	CentralSquare Project Team,The Agency's Project Team
87	**Interfaces (Remote)**	**Mon 3/6/23**	**Mon 3/4/24**	
88	Write Interface Specification Documents (ISD)(Non-Standard Interfaces Only)	Wed 3/8/23	Mon 8/21/23	CentralSquare Project Team
89	Test Interfaces - Pro Suite	Thu 5/4/23	Mon 7/3/23	CentralSquare Project Team
90	Test Interfaces - The Agency	Wed 7/5/23	Tue 7/25/23	The Agency's Project Team
91	Provide Testing Feedback to Pro Suite	Wed 7/26/23	Wed 7/26/23	The Agency's Project Team
92	Final Interface testing	Thu 7/27/23	Mon 7/31/23	CentralSquare Project Team
93	**Data Conversion**	**Mon 7/10/23**	**Fri 9/22/23**	
94	CentralSquare Identifies Data Conversion Scope with Client	Mon 7/10/23	Mon 7/10/23	CentralSquare Project Manager,CentralSquare Project Team,The Agency's Project Manager,The Agency's Project Team
95	CentralSquare Requires Second Data Copy from Client	Tue 7/11/23	Tue 7/11/23	The Agency's Project Manager
96	CentralSquare Converts Data onto Training Servers for Client Review	Tue 8/8/23	Tue 8/8/23	CentralSquare Project Team
97	Client Reviews and Submits Conversion Issues to CentralSquare	Mon 8/14/23	Fri 8/18/23	The Agency's System Review Team
98	CentralSquare Addresses Conversion Issues for Client to Review (Iterative Process)	Fri 8/18/23	Wed 11/1/23	CentralSquare Project Team,The Agency's System Review Team
99	CentralSquare Completes Data Conversion Activities	Fri 9/22/23	Fri 9/22/23	CentralSquare Project Team
100	**Training**	**Mon 4/17/23**	**Wed 7/24/24**	
101	Schedule Training	Mon 4/17/23	Mon 4/17/23	CentralSquare Project Manager,The Agency's Project Manager
102	Create Training Agenda	Mon 10/30/23	Mon 10/30/23	CentralSquare Project Manager
103	Review Training Agenda	Tue 10/31/23	Fri 11/1/24	The Agency's Project Manager
104	Create Training Documentation	Mon 11/6/23	Mon 11/6/23	CentralSquare Project Team
105	Provide The Agency specific scenarios for training	Tue 11/7/23	Tue 11/7/23	The Agency's Project Manager
106	**Prepare The Agency's Training Location**	**Tue 11/14/23**	**Thu 11/16/23**	
107	Setup 10 workstations	Tue 11/14/23	Tue 11/14/23	The Agency's IT
108	Install Pro Suite Training Environment Client on work stations	Tue 11/14/23	Tue 11/14/23	The Agency's IT
109	Setup Projector and Screen	Wed 11/15/23	Wed 11/15/23	The Agency's IT
110	**Conduct Training**	**Mon 11/20/23**	**Fri 12/22/23**	
111	**Training**	**Mon 11/20/23**	**Fri 12/22/23**	

Timeline header: January 1/22 | February 1/29 | 2/5 | 2/12 | 2/19 | 2/26 | March 3/5

University Park Police, TX SAMPLE Project Schedule (Subject to change based on Resource Availability)

ID	Task Name	Start	Finish	Resource Initials
112	**Administration Training**	**Tue 11/21/23**	**Tue 11/21/23**	
113	Conduct Scenario Based Training	Tue 11/21/23	Tue 11/21/23	CentralSquare Project Team
114	**Jail Training**	**Wed 11/22/23**	**Fri 12/1/23**	
115	Conduct Scenario Based Training	Wed 11/22/23	Fri 12/1/23	CentralSquare Project Team
116	**Records and Civil Training**	**Mon 12/4/23**	**Mon 12/11/23**	
117	Conduct Scenario Based Training	Mon 12/4/23	Mon 12/11/23	CentralSquare Project Team
118	**Financial and Reporting Training**	**Tue 12/12/23**	**Tue 12/19/23**	
119	Conduct Scenario Based Training	Tue 12/12/23	Tue 12/19/23	
120	Create Training Verification Document	Tue 12/19/23	Tue 12/19/23	CentralSquare Project Manager
121	Sign and Return Training Verification Document	Fri 12/22/23	Fri 12/22/23	The Agency's Project Manager
122	**GO LIVE with Pro Suite**	**Fri 1/27/23**	**Tue 4/16/24**	
123	Schedule Go Live	Fri 2/3/23	Wed 3/1/23	CentralSquare Project Manager,The Agency's Project Manager
124	Identify Go Live Timeline & Team	Thu 10/19/23	Thu 10/19/23	CentralSquare Project Manager,The Agency's Project Manager
125	Create Go Live Verification Signoff Document	Mon 12/25/23	Mon 12/25/23	CentralSquare Project Manager
126	Review and Sign Go Live Verification Document	Tue 12/26/23	Tue 12/26/23	The Agency's Project Manager
127	Pro Suite Go Live Team Remotely Available	Tue 1/16/24	Fri 1/19/24	CentralSquare Project Manager,CentralSquare Project Team,The Agency's Project Team
128	Begin Using Pro Suite Production - Go Live	Tue 1/16/24	Fri 1/19/24	

Timeline columns: January 1/22 | February 1/29 | 2/5 | 2/12 | 2/19 | 2/26 | March 3/5

CentralSquare

University Park Police, TX SAMPLE Project Schedule (Subject to change based on Resource Availability)

	March			April				May				June				July				August				September			
3/12	3/19	3/26	4/2	4/9	4/16	4/23	4/30	5/7	5/14	5/21	5/28	6/4	6/11	6/18	6/25	7/2	7/9	7/16	7/23	7/30	8/6	8/13	8/20	8/27	9/3	9/10	9/17	9/24

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The Agency's IT

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CentralSquare System Operations

University Park Police, TX SAMPLE Project Schedule (Subject to change based on Resource Availability)

3/12 | 3/19 | 3/26 | 4/2 | 4/9 | 4/16 | 4/23 | 4/30 | 5/7 | 5/14 | 5/21 | 5/28 | 6/4 | 6/11 | 6/18 | 6/25 | 7/2 | 7/9 | 7/16 | 7/23 | 7/30 | 8/6 | 8/13 | 8/20 | 8/27 | 9/3 | 9/10 | 9/17 | 9/24

April | May | June | July | August | September

The Agency's IT,The Agency's Project Team

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♦ 5/19

CentralSquare Project Manager,CentralSquare Project Team

CentralSquare Project Team

CentralSquare Project Manager,CentralSquare Project Team

CentralSquare Project Team,The Agency's Project Team

The Agency's Project Team

CentralSquare Project Team

CentralSquare Project Manager,CentralSquare Project Team

CentralSquare Project Team,The Agency's Project Team

The Agency's Project Team

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CentralSquare Project Team,The Agency's Project Team

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CentralSquare Project Manager,CentralSquare Project Team

CentralSquare Project Team,The Agency's Project Team

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CentralSquare Project Team,The Agency's Project Team

The Agency's Project Team

CentralSquare Project Manager,The Agency's Project Manager

CentralSquare Project Manager,The Agency's Project Manager

University Park Police, TX SAMPLE Project Schedule (Subject to change based on Resource Availability)

March	April				May				June				July				August				September				
3/12	3/19	3/26	4/2	4/9	4/16	4/23	4/30	5/7	5/14	5/21	5/28	6/4	6/11	6/18	6/25	7/2	7/9	7/16	7/23	7/30	8/6	8/13	8/20	8/27	9/3	9/10	9/17	9/24

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6/7 CentralSquare Project Team,The Agency's Project Team
6/7 CentralSquare Project Team,The Agency's Project Team
6/7 CentralSquare Project Team,The Agency's Project Team
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CentralSquare Project Team

CentralSquare Project Team

The Agency's Project Team
The Agency's Project Team
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CentralSquare Project Manager,CentralSquare Project Team,The Agency's Project Manager,The Agency's Proje
The Agency's Project Manager
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The Agency's System Review Team

◆ 9/22

■ CentralSquare Project Manager,The Agency's Project Manager

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University Park Police, TX SAMPLE Project Schedule (Subject to change based on Resource Availability)

	April					May				June					July					August				September				
3/12	3/19	3/26	4/2	4/9	4/16	4/23	4/30	5/7	5/14	5/21	5/28	6/4	6/11	6/18	6/25	7/2	7/9	7/16	7/23	7/30	8/6	8/13	8/20	8/27	9/3	9/10	9/17	9/24

are Project Manager, The Agency's Project Manager

University Park Police, TX SAMPLE Project Schedule (Subject to change based on Resource Availability)

October				November				December				January				February				March				April	
10/1	10/8	10/15	10/22	10/29	11/5	11/12	11/19	11/26	12/3	12/10	12/17	12/24	12/31	1/7	1/14	1/21	1/28	2/4	2/11	2/18	2/25	3/3	3/10	3/17	3/24	3/31	4/7	4/14

University Park Police, TX SAMPLE Project Schedule (Subject to change based on Resource Availability)

October				November			December				January				February				March				April	
10/1	10/8	10/15	10/22	10/29	11/5	11/12	11/19	11/26	12/3	12/10	12/17	12/24	12/31	1/7	1/14	1/21	1/28	2/4	2/11	2/18	2/25	3/3	3/10	3/17	3/24	3/31	4/7	4/14

University Park Police, TX SAMPLE Project Schedule (Subject to change based on Resource Availability)

October | 10/1 | 10/8 | 10/15 | 10/22 | November 10/29 | 11/5 | 11/12 | 11/19 | 11/26 | December 12/3 | 12/10 | 12/17 | 12/24 | January 12/31 | 1/7 | 1/14 | 1/21 | 1/28 | February 2/4 | 2/11 | 2/18 | 2/25 | March 3/3 | 3/10 | 3/17 | 3/24 | April 3/31 | 4/7 | 4/14

ect Team

The Agency's Project Team

CentralSquare Project Team,The Agency's Project Team

CentralSquare Project Team,The Agency's System Review Team

CentralSquare Project Manager

CentralSquare Project Team

The Agency's Project Manager

The Agency's IT

The Agency's IT

The Agency's IT

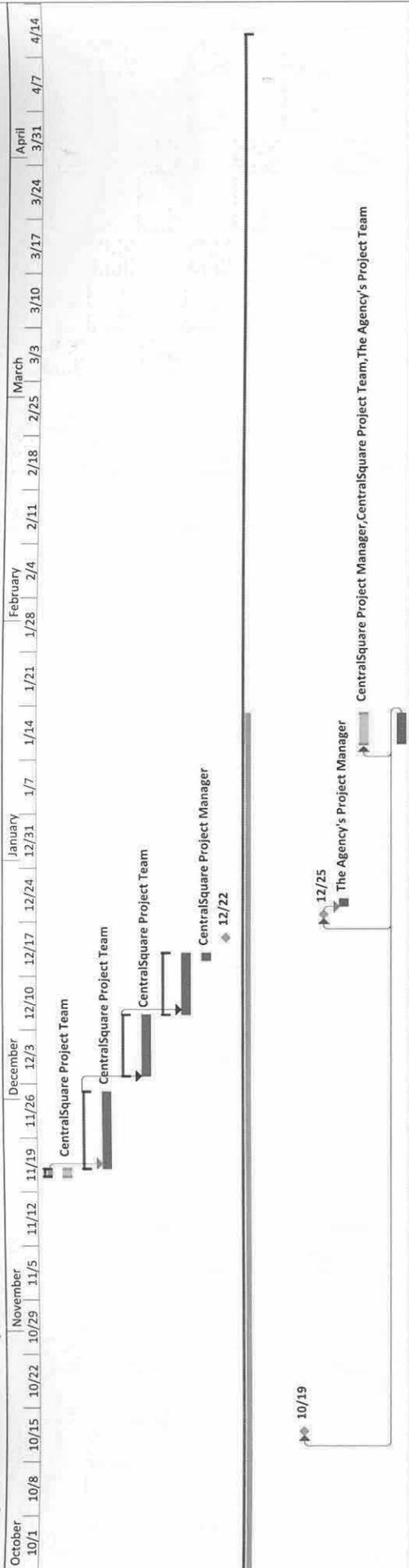University Park Police, TX SAMPLE Project Schedule (Subject to change based on Resource Availability)

October		November			December			January				February			March				April	
10/1	10/8	10/15	10/22	10/29	11/5	11/12	11/19	11/26	12/3	12/10	12/17	12/24	12/31	1/7	1/14	1/21	1/28	2/4	2/11	2/18	2/25	3/3	3/10	3/17	3/24	3/31	4/7	4/14

CentralSquare Project Team

CentralSquare Project Team

CentralSquare Project Team

CentralSquare Project Manager

◆ 12/22

10/19

12/25

The Agency's Project Manager

CentralSquare Project Manager,CentralSquare Project Team,The Agency's Project Team

Exhibit H: BAFO (Best and Final Offer) (and the Parties responses thereto)

(begins on next page following)

CentralSquare Technologies, LLC | **47**

CENTRALSQUARE

Empower University Park's First Responders with a State-of-the Art Solution

CentralSquare's Response to the City of University Park BAFO Request – CentralSquare Pro Public Safety System

Michael Higgins

Account Executive

michael.higgins@centralsquare.com

m: 214-906-2540

◆ CENTRALSQUARE

December 16, 2022

Elizabeth Anderson, Purchasing Manager
City of University Park, TX
3800 University Blvd.
University Park, TX 75205

RE: RFP for CAD, JMS, RMS, and Associated Interfaces

Dear Ms. Anderson,

CentralSquare Technologies (CentralSquare) is pleased to respond to the request for Best and Final Offer (BAFO) for the above-referenced Request for Proposal (RFP) for the University Park Police Department (UPPD). CentralSquare's comprehensive solution for the City consists of:

- **CAD Pro:** a configurable and easy-to-use computer-aided dispatch system.

- **Mobile Pro:** a user-friendly application bringing together all the features found at the core of the Pro Suite and packaging them in an application built with mobility in mind.

- **Records Pro:** a records management system that consolidates and automates records processing for public safety agencies.

- **Jail Pro:** a jail records management tool designed for easy record-keeping, efficient completion of routine tasks, and quick access to operational information.

Additionally, CentralSquare has included all other necessary software products and interfaces for the proposed Pro Suite solution to provide the UPPD with an integrated, state-of-the-art system to improve efficiencies and offer scalability for future growth.

CentralSquare's original Price Proposal offered the UPPD CentralSquare's proven, reliable, and configurable solution at an incredible value.

CentralSquare's Price Proposal includes subscription fee lock-in (no increase) for the initial five-year term with the first payment due following Go Live. Services are billed during the implementation process at pre-defined intervals, and travel expenses are reimbursed at actual cost.

This proposal is valid until January 31, 2023.

If CentralSquare is fortunate enough to continue its partnership with UPPD, we will stand behind our commitment to deliver the required solution and complete the project with the same zealous pledge to customer support and service that we are known for throughout the U.S.

Sincerely,

Michael Higgins
Account Executive
michael.higgins@centralsquare.com
214.906.2540

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